



Ocean County Board of Chosen Freeholders

OFFICE OF THE
OCEAN COUNTY FREEHOLDERS

Freeholder Director Virginia E. Haines
Deputy Director John P. Kelly
Freeholder Gerry P. Little
Freeholder Gary Quinn
Freeholder Joseph H. Vicari

101 Hooper Ave
Toms River, New Jersey
08754-2191
Tel: 732-929-2005
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Board Meeting Agenda

Date: August 21, 2019 - 4:00 PM

Location: Administration Building
Room 119
101 Hooper Avenue
Toms River, NJ 08754

- A. CALL TO ORDER
- B. ROLL CALL
- C. STATEMENT Compliance with the Open Public Meetings Act
- D. THE PLEDGE OF ALLEGIANCE AND PRAYER
- E. RESOLUTION - PUBLIC HEARING
 - 1. Accepting the recommendation of the OC Natural Lands Trust Fund Advisory Committee and the Ocean County Agriculture Development Board to participate in the fee-simple acquisition of property identified as Block 390, Lot 11, totaling approximately 9.77 acres, located on New Hampshire Avenue in Toms River Township, in a total amount not to exceed \$1,025,850.00 plus up to \$2,750.00 for property tax adjustments.
 - 2. Accepting the recommendation of the OC Natural Lands Trust Fund Advisory Committee to participate in the acquisition of property identified as Block 1072, Lot 15, totaling approximately 0.50 acres, located on Point Pleasant Avenue in the Township of Berkeley, in a total amount not to exceed \$12,000.00 plus up to \$785.00 for property tax adjustments.
- F. AUTHORIZING PAYMENT OF BILLS IN BILL COMMITTEE REPORT NO. 16.

G. AUTHORIZING ENGINEERING PAYMENTS TO CONTRACTORS AS LISTED BELOW:

1. MIDLANTIC CONSTRUCTION, LLC - Replacement of Midstreams Bridge (Structure No. 1506-007), Midstreams Road over Beaver Dam Creek, Brick Township - Final Estimate #18, \$449,292.52. (B2017-115E)
2. KARKA CONSTRUCTION, INC. - Reconstruction of the Ridge Avenue and New Hampshire Avenue Signalized Intersection, Lakewood Township, No. II - Partial Estimate #4, \$109,885.43. (B2018-155E)
3. EDWARD H. CRAY, INC. - Construction of Long Beach Boulevard Traffic Signal Upgrades Phase B, Group 1, Long Beach Boulevard, Long Beach Township - Partial Estimate #5, \$84,729.38. (B2018-29E)
4. EDWARD H. CRAY, INC. - Construction of Long Beach Boulevard Traffic Signal Upgrades Phase B, Group 2, Long Beach Boulevard, Long Beach Township - Partial Estimate #4, \$172,073.30. (B2018-30E)
5. C.J. HESSE, INC. - County Site Improvements at Southern Services and Chestnut Street Facilities, Townships of Stafford and Toms River - Partial Estimate #2, \$52,977.81. (B2018-140E)
6. EARLE ASPHALT COMPANY - Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2019A - Partial Estimate #2, \$305,459.02. (B2019-43E)

H. RESOLUTIONS

1. Authorizing the Personnel Resolution.
2. Authorizing an amendment to the 2019 Budget for the program entitled New Jersey Clean Vessel Act Pumpout Repair FY19, in the amount of \$9,000.00.
3. Certifying Compliance of the Group Affidavit Form of the Annual Audit as promulgated by the State of New Jersey Local Finance Board.
4. Authorizing the sale of \$39,880,000 General Improvement Bonds, Series 2019.
5. Authorizing the sale of \$3,400,000 College Capital Improvement Bonds, Series 2019.
6. Authorizing the execution of a Grant Application for the 2020 Updated Comprehensive County Youth Services Plan.
7. Authorizing the execution of a Trademark License Agreement with the U.S. Census Bureau to receive non-exclusive, royalty free rights to use the 2020 Census logo for promotional materials related to the 2020 Census.
8. Authorizing the execution of Shared Services Agreements for the Prosecutor's Traffic Safety Programs with various municipalities, for the period of 1/1/2019 through 12/31/2019.
9. Authorizing an Amendatory Intergovernmental Agreement with the Township of Stafford to provide Schedule "C" Engineering Department Services, an increase in the amount of \$70,000.00 and Schedule "C" Road Department Services, an increase in the amount of \$50,000.00.

10. Authorizing the execution of a Deferred Loan Agreement under the CDBG Housing Rehabilitation Program, as recommended by the Planning Director. (C2019-111)
11. Authorizing the execution of a Deferred Loan Agreement under the CDBG Housing Rehabilitation Program, as recommended by the Planning Director. (C2019-118)
12. Authorizing the execution of a Deferred Loan Agreement under the CDBG Housing Rehabilitation Program, as recommended by the Planning Director. (C2019-119)
13. Authorizing the execution of a Mortgage and Mortgage Note Modification Agreement and a Deferred Agreement Modification under the CDBG Housing Rehabilitation Program, as recommended by the Planning Director. (C2017-124)
14. Appointing Members to the 2020 Census Complete Count Committee, term to expire 4/30/2021.
15. Transferring the authority and responsibilities of the Director of Vehicle Services to Brian W. McCarthy, Business Manager, Vehicle Services Department, effective 9/1/2019.

I. MOTIONS

1. Authorizing the Clerk of the Board to accept and/or record legal instruments.
2. Approving the Master Payroll paid on 8/21/2019 for the payroll period of 7/25/2019 through 8/7/2019 and for the payroll period of 8/8/2019 through 8/21/2019, in the amount of \$5,331,873.07.
3. Approving the Board Meeting Minutes of 7/17/2019.
4. Approving the Pre-Board Meeting Minutes of 7/31/2019.
5. Approving the plans and specifications and authorizing the County Engineer to advertise for the receipt of bids for the Construction of Traffic Signal Upgrades, Contract 2019B, Brick Township.

J. BID AWARDS

1. Awarding a Contract for the furnishing and delivery of VEHICLE AND VEHICLE OPERATING PERSONNEL FOR THE SUPPLEMENTARY REMOVAL OF SNOW AND ICE to A&M Harrison Construction Co., LLC, the sole qualified bidder. No bids were received on Item Nos. 3 and 4. Recommendation is made to reject Item No. 1 as unresponsive. All no bid and rejected items will not be rebid as they are no longer needed.(B2019-112)
2. Awarding a Contract for the furnishing and delivery of MOTOR VEHICLE: NEW TRACTOR TRUCK to Bergey's Trucks, Inc. dba Bergey's Truck Centers, the sole qualified bidder. (B2019-117)
3. Awarding Contracts for the furnishing and delivery of SURVEYING EQUIPMENT FOR THE ENGINEERING DEPARTMENT to Tiger Supplies, Inc.; KMEL Corp. dba Keystone Precision Instruments; Jesco, Inc.; and Allen Precision Equipment, the lowest qualified bidders. Recommendation is made to reject Item No. 10. It will be rebid with revised specifications. (B2019-118)

4. Awarding a Contract for the furnishing and delivery of MOTOR VEHICLE: MINI HYDRAULIC EXCAVATOR to Foley, Incorporated, the lowest qualified bidder. (B2019-123)
5. Awarding a Contract for the furnishing and delivery of MOTOR VEHICLE: NEW HEAVY DUTY LOADER to Jesco, Inc., the lowest qualified bidder. (B2019-124)
6. Awarding a Contract for the furnishing and delivery of MOTOR VEHICLE: VIBRATORY ASPHALT ROLLER to Foley Incorporated, the sole qualified bidder. (B2019-125)
7. Awarding a Contract for the furnishing and delivery of UNPAINTED SNOW FENCE AND DUNE GRASS to Chemung Supply Corp., the lowest qualified bidder. Recommendation is made to reject Item No. 3 as unresponsive. It will be rebid. (B2019-126)
8. Authorizing the County Purchasing Agent to enter into a negotiated contract for the furnishing and delivery of ENGINEERING AND DRAFTING SUPPLIES NO. II, in accordance with N.J.S.A. 40A:11-5(3) for Item Nos. 12, 28, 29, 30, 31, 32, 33, 34, 42, 43 and 51, as no bids were received for a second time.
9. Rejecting all bids received for WALKING FLOOR TRAILERS as unresponsive. It will be rebid.
10. Rescinding PRINTER CARTRIDGES NO. II Section K, Item No. 242 from Solvix Solutions, LLC as the vendor is no longer able to honor their contract. Recommendation is made to award Section K, Item No. 242 to Supply Saver Corporation, the next lowest qualified bidder. (B2019-54)
11. Rescinding JANITORIAL SUPPLIES Item No. 50 from South Jersey Paper as the vendor is unable to provide the contracted item. Recommendation is made to award Item No. 50 to General Linen and Paper, the next lowest qualified bidder. (B2019-73)
12. Authorizing an amendment to the Contract for PROCESSING OF RECYCLABLE MATERIALS with Mazza Recycling Services, Ltd. to extend their contract pricing to the County's "Cooperative Contract Purchasing System Participants". (B2018-137)
13. Awarding a Contract for the REPLACEMENT OF RIDGEWAY BOULEVARD BRIDGE (STRUCTURE NO. 1518-002), RIDGEWAY BOULEVARD OVER THE RIDGEWAY BRANCH OF THE TOMS RIVER, MANCHESTER TOWNSHIP to Midlantic Construction, LLC, the lowest qualified bidder, in an amount not to exceed \$1,471,269.77. (B2019-127E)

K. CONTRACTS

1. Awarding a Professional Services Contract to C&S Engineers, Inc. to provide Professional Engineering Consulting Services at the Ocean County Airport associated with the design of a new T-Hangar Building, T-Hangar Taxilane, and other associated improvements, in an amount not to exceed \$221,000.00. (QP2019-114)
2. Awarding a Professional Services Contract to C&S Engineers, Inc. to provide Professional Engineering Consulting Services at the Ocean County Airport associated with the Wildlife Hazard Assessment (Site Visit) project, in an amount not to exceed \$26,750.00. (QP2019-115)

3. Awarding a Professional Services Contract to C&S Engineers, Inc. to provide Professional Engineering Consulting Services at the Ocean County Airport associated with the Install Airport Beacons (Construction) Phase II project, in an amount not to exceed \$97,000.00. (QP2019-116)
4. Awarding a Professional Services Contract to C&S Engineers, Inc. to provide Professional Engineering Consulting Services at the Ocean County Airport associated with the Expand General Aviation Apron (Construction) Phase III project, in an amount not to exceed \$260,000.00. (QP2019-117)
5. Appointing Citigroup Global Markets, Inc. and RBC Capital Markets, LLC to provide Underwriting Services for Bond Refunding for the County of Ocean.
6. Awarding a Contract to WW Grainger, Inc. (State Contract No. 19-FLEET-0056) to provide a Ride-On Litter Vacuum needed to support the Buildings and Grounds Department in maintaining Ocean County Grounds, in an amount not to exceed \$41,233.29.
7. Awarding a Purchase Order to Van Cleef Engineering Associates, LLC to provide Land Surveying Services for the OC Natural Lands Trust Fund Program, in an amount not to exceed \$6,442.16. (QP2019-58)
8. Awarding a Purchase Order to ATANE Engineers, Architects & Land Surveyors, PC to provide Land Surveying Services for the OC Natural Lands Trust Fund Program, in an amount not to exceed \$5,500.00. (QP2019-58)
9. Awarding a Purchase Order to Allstate Title Agency, LLC to provide Title Binder and Commitment / Insurance and Search Services for the OC Natural Lands Trust Fund Program, in an amount not to exceed \$4,664.00. (QP2019-60)
10. Awarding a Purchase Order to T&M Associates to provide Environmental Consulting Services for the OC Natural Lands Trust Fund Program, in an amount not to exceed \$67,750.00. (QP2019-105)
11. Awarding a Purchase Order to Surety Title Agency Coastal Region, LLC to provide Title Binder and Commitment / Insurance and Search Services associated with the acquisition of Block 608, Lots 16.1, 16.2, 18, 19 and Block 597, Lots 16, 20-32, 35-38 at 1027 Hooper Avenue, Toms River Township, in an amount not to exceed \$22,559.00. (QP2019-60)
12. Amending a Contract with SHI International (State Contract No. 89851) awarded on 9/19/2017 to provide Software License Renewal for Microsoft Software, to reflect a revised funding source for year three of the agreement.
13. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Community Services, Inc. of Ocean County, an increase in the amount of \$6,833.00. (CC2018-156)
14. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Community Services, Inc. of Ocean County, an increase in the amount of \$70,000.00. (CC2018-159)
15. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Visiting Home Care Service of Ocean County, an increase in the amount of \$6,444.00. (CC2019-11)

16. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Toms River Township Senior Center, an increase in the amount of \$10,000.00. (CC2019-14)
17. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Catholic Charities Diocese of Trenton, an increase in the amount of \$15,000.00. (CC2019-16)
18. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Catholic Charities Diocese of Trenton, an increase in the amount of \$9,106.00. (CC2019-17)
19. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Manchester Township, an increase in the amount of \$10,000.00. (CC2019-19)
20. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Preferred Behavioral Health of New Jersey, an increase in the amount of \$20,000.00. (CC2019-20)
21. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Monmouth Medical Center Southern Campus, an increase in the amount of \$20,171.00. (CC2019-22)
22. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Community Health Law Project, an increase in the amount of \$22,922.00. (CC2019-23)
23. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Lakewood Community Services Corp., an increase in the amount of \$5,000.00. (CC2019-31)
24. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Lakewood Community Services Corp., an increase in the amount of \$4,100.00. (CC2019-33)
25. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Brick Township, an increase in the amount of \$10,000.00. (CC2019-34)
26. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Brick Township, an increase in the amount of \$4,846.00. (CC2019-35)
27. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Jewish Federation of Ocean County, an increase in the amount of \$10,000.00. (CC2019-36)
28. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Jewish Federation of Ocean County, an increase in the amount of \$5,823.00. (CC2019-37)
29. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Lakewood Community Services Corp., an increase in the amount of \$1,600.00. (CC2019-38)

30. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Community Medical Center Foundation, an increase in the amount of \$10,359.00. (CC2019-39)
31. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Borough of Point Pleasant, an increase in the amount of \$12,000.00. (CC2019-42)
32. Amending a Competitive Contract Award for Year One, Older Americans Act, Title III Area Plan Contracts to Long Beach Island Community Center, Inc., an increase in the amount of \$17,332.00. (CC2019-46)
33. Awarding a Purchase Order to Surety Title Agency Coastal Region, LLC to provide Title Binder and Commitment / Insurance and Search Services associated with project (230B), BA-Rt. 527, Cedar Swamp Road at West Freehold Road, Jackson Township, in an amount not to exceed \$4,949.80. (QP2019-60)
34. Awarding a Purchase Order to Urban Engineers, Inc. to provide Construction Project Management for the Replacement of Grawtown Road Bridge (Structure No. 1511-009), Grawtown Road over Dove Mill Branch of Toms River, Jackson Township, in an amount not to exceed \$222,793.02. (PP2018-136)
35. Awarding a Purchase Order to Atlantic Engineering Laboratories, Inc. to provide Consultant Material Sampling, Inspection and Testing Services for the Replacement of Grawtown Road Bridge (Structure No. 1511-009), Grawtown Road over Dove Mill Branch of Toms River, Jackson Township, in an amount not to exceed \$4,025.00. (QP2019-82)
36. Amending the award of a Purchase Order to Dewberry Engineers, Inc. to provide additional On-Call Traffic Engineering Professional Services for Traffic Signal Analyses at South Hope Chapel Road (C.R. 547), Manchester Township, an increase in the amount of \$11,310.37. (QP2019-59)
37. Amending the award of a Purchase Order to French & Parrello Associates, P.A. to provide additional Small Road and Bridge Design Services for the Reconstruction and Resurfacing of Shorrocks Street from Route 70 to Beaverson Boulevard, Lakewood and Brick Townships, an increase in the amount of \$14,532.70. (QP2018-170)
38. Awarding a Professional Services Contract to Mott MacDonald Architects, P.C. to provide Commercial Office Building Architectural Design Services associated with the Design and Construction of the Social Services Facility, in an amount not to exceed \$1,875,000.00. (QP2019-70)

L. APPOINTMENTS AND REAPPOINTMENTS

1. Appointing Steven A. Zabarsky, Esquire, Toms River, as a new member of the OCEAN COUNTY COLLEGE BOARD OF TRUSTEES to fill the unexpired term of Thomas E. Monahan, term to expire 12/19/2022.
2. Reappointing David L. Fitzgerald to the position of Director of Transportation Services, for a term of three (3) years, term to expire 8/31/2022.

M. RECEIVED ITEMS

N. RESOLUTIONS FROM GOVERNING BODIES

1. OC Board of Health Resolution No. 239(19) approving reallocations for the 2019 County Comprehensive Alcoholism and Drug Abuse Grant.
2. OC Board of Health Resolution No. 244(19) proclaiming the month of September 2019 as "National Alcohol and Drug Addiction Recovery Month".
3. OC Board of Health Resolution No. 245(19) recognizing September 2019 as "National Preparedness Month".
4. OC Board of Health Resolution No. 246(19) proclaiming the month of September 2019 as "National Childhood Cancer Awareness Month".
5. OC Board of Health Resolution No. 247(19) proclaiming the month of September 2019 as "National Childhood Obesity Awareness Month".
6. OC Board of Health Resolution No. 248(19) proclaiming the month of September 2019 as "Fruits and Veggies Month".
7. OC Board of Health Resolution No. 249(19) recognizing the month of September 2019 as "Board and Care Recognition Month".
8. Borough of Bay Head Resolution No. 2019-96 supporting the lawsuit by the County of Ocean Board of Freeholders challenging the Attorney General's Immigration Trust Directive.
9. Township of Long Beach Resolution No. 19-0805.01 supporting the lawsuit by the Ocean County Board of Freeholders challenging the Attorney General's Immigration Trust Directive.
10. Township of Barnegat Resolution No. 2019-274 supporting participation in the New Jersey Coastal Coalition and its efforts to prepare Ocean County for future flood events.
11. Township of Barnegat Resolution No. 2019-275 supporting the Ocean County Board of Chosen Freeholders decision to challenge the Attorney General's Immigration Trust Directive.
12. Township of Brick Resolution opposing New Jersey becoming a sanctuary state and resolving that Brick Township never becomes a sanctuary city.
13. Township of Plumsted Resolution No. 2019-236 authorizing the Township Attorney to join the lawsuit challenging the Attorney General's Immigration Trust Directive.
14. Township of Jackson Resolution No. 286R-19 supporting the lawsuit by the Ocean County Board of Chosen Freeholders challenging the Attorney General's Immigration Trust Directive.
15. Township of Plumsted Resolution No. 2019-227 supporting Senate Bill No. 3827 and Assembly Bill No. 5450.
16. Township of Lacey Resolution No. 2019-223 authorizing the Township Attorney to join the lawsuit challenging the Attorney General's Immigration Trust Directive.

17. Township of Ocean Resolution No. 2019-211 supporting participation in the New Jersey Coastal Coalition and its efforts to prepare Ocean County for future flood events.
18. Township of Ocean Resolution No. 2019-212 supporting the lawsuit by the Ocean County Board of Chosen Freeholders challenging the Attorney General's Immigration Trust Directive.

O. MINUTES AND MEETING NOTICES

1. OC Planning Board Meeting Minutes of 7/17/2019.
2. OC Board of Health Meeting Minutes of 6/19/2019.
3. OC Board of Health Meeting Minutes of 7/17/2019.
4. OC Solid Waste Advisory Council Meeting Minutes of 1/28/2019.

P. APPROVALS

1. Division of Local Government Services approval of thirty (30) items of revenue.

Q. CORRESPONDENCE

1. Atlantic City Electric Notice(s) of Filings and Public Hearings. (2)
2. New Jersey Natural Gas Notice(s) of Filings and Public Hearings. (4)

R. FREEHOLDER COMMENTS

- S. PUBLIC COMMENTS - "Comments from members of the audience are invited at this time with a limit of five (5) minutes per speaker."

T. ADJOURNMENT

**No Associated
Documents**

**No Associated
Documents**

**No Associated
Documents**

**No Associated
Documents**

**No Associated
Documents**

RESOLUTION

August 21, 2019

WHEREAS, the voters of Ocean County authorized the Ocean County Natural Lands Trust Fund to provide funds for the acquisition and preservation of natural lands, open spaces and farmland; and

WHEREAS, the Ocean County Agriculture Development Board provides recommendations for farmland preservation; and

WHEREAS, the Ocean County Agriculture Development Board has identified the property known as Block 390, lot 11 totaling approximately 9.77 acres located on New Hampshire Avenue in Toms River Township as target farm within its Comprehensive Farmland Management Plan; and

WHEREAS, the Ocean County Natural Lands Trust Fund Advisory Committee also reviews farmland acquisitions and supports this recommendation; and

WHEREAS, two professional appraisals have been completed to establish the fair market value of the property; and

WHEREAS, the County of Ocean would acquire the property for an amount not to exceed \$1,025,850 of equivalent land value of the property; and

WHEREAS, the State Agriculture Development Committee may reimburse the County of Ocean for part of a development easement value; and

WHEREAS, upon acquisition the County would deed restrict the property to be preserved as a farm in perpetuity and then auction the preserved farm at a later date; and

WHEREAS, a public hearing on the proposed acquisition was conducted by the Board of Chosen Freeholders on August 21, 2019 as required by PL 1997, c24.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY as follows:

1. It accepts the recommendation of the Ocean County Natural Lands Trust Fund Advisory Committee and the Ocean County Agriculture Development Board to participate in the fee-simple acquisition of the property identified as Block 390, Lot 11 in Toms River Township.
2. It authorizes the acquisition price not to exceed \$1,025,850 plus up to \$2,750 for property tax adjustments as necessary from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.

BE IT FURTHER RESOLVED THAT

1. The proper officers of the Board are authorized and directed to sign all necessary documents in order to effectuate these purchases.
2. The offices of Ocean County Counsel and County Administrative staff are hereby authorized to take all actions necessary to consummate this transaction and have the fully executed Deeds or Easements recorded in the County Clerk's Office.
3. The Board is authorized to pursue any and all grants available for this purchase and execute the applicable grant agreements.

RESOLUTION: *August 21, 2019*

4. The Township of Toms River has supported this acquisition by resolution at their July 23, 2019 meeting.
5. Copies of this Resolution shall be made available to the County Administrator; County Planning Director; County Finance Director; County Auditor; County Counsel; County Natural Lands Trust Fund Advisory Committee; County Agriculture Development Board; and the Township of Toms River.

RESOLUTION

August 21, 2019

WHEREAS, the voters of Ocean County authorized the Ocean County Natural Lands Trust Fund to provide funds for the acquisition and preservation of natural lands, open spaces and farmland; and

WHEREAS, the Ocean County Natural Lands Trust Fund Advisory Committee was established by the Board of Chosen Freeholders to review nominations to the program and forward recommendations for acquisition to the Board of Chosen Freeholders; and

WHEREAS, the Natural Lands Trust Fund Advisory Committee has received a nomination for the property identified as Block 1072 Lot 15 in the Township of Berkeley totaling approximately 0.50 acres located on Point Pleasant Avenue; and

WHEREAS, the subject property is located along the Jeffries Creek and is adjacent to approximately six acres of Natural Lands Trust Fund property; and

WHEREAS, one professional appraiser was authorized to determine the fair market value; and

WHEREAS, the Natural Lands Trust Fund Advisory Committee has determined the property's attributes are consistent with the Ocean County Open Space Plan and Recreation Inventory; and

WHEREAS, the County of Ocean would acquire the property for a purchase price not to exceed \$12,000 of equivalent land value; and

WHEREAS, a public hearing on the proposed acquisition was conducted by the Board of Chosen Freeholders on August 7, 2019 as required by PL 1997, c24.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY as follows:

1. It accepts the recommendation of the Ocean County Natural Lands Trust Fund Advisory Committee acquire property identified as Block 1072 Lot 15 in the Township of Berkeley totaling approximately 0.50 acres located on Point Pleasant Avenue.
2. It authorizes the expenditure for an acquisition price not to exceed \$12,000 plus up to \$785 for property tax adjustments as necessary from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.

BE IT FURTHER RESOLVED THAT

1. The proper officers of the Board are authorized and directed to sign all necessary documents in order to effectuate these purchases.
2. The purchase of the property is to be contingent upon the County's acquisition by purchase, deed or gift of the necessary rights-of-way along any County roads bordering the property as determined by the County Engineer.
4. The offices of Ocean County Counsel and County Administrative staff are hereby authorized to take all actions necessary to consummate this transaction and have the fully executed Deeds or Easements recorded in the County Clerk's Office.

RESOLUTION: *August 7, 2019*

5. The Township of Berkeley has supported acquisition of this property by resolution #2019-298-R
6. Copies of this Resolution shall be made available to the County Administrator; County Planning Director; County Finance Director; County Auditor; County Counsel; County Natural Lands Trust Fund Advisory Committee; the Township of Berkeley; and the landowner.

BILL COMMITTEE REPORT
COUNTY OF OCEAN
SUMMARY OF VOUCHERS

SUMMARY OF BILLS

CERTIFICATE# 16

MASTER VOUCHER-CERTIFICATE FOR CERTIFICATION OF PAYMENT

I, THE UNDERSIGNED, DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION
HAVE EXAMINED THE VOUCHERS SUBMITTED HERE WITHIN FOR THE PURPOSE
OF RECOMMENDING TO THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS
PAYMENT THEREOF ON 08/21/2019.

I, HEREBY CERTIFY THESE VOUCHERS, IN THE TOTAL AMOUNT OF \$24,010,799.72
WHICH ARE CONTAINED IN THE ATTACHED REPORT, TO BE VALID CLAIMS, AND I
RECOMMEND APPROVAL AND PAYMENT THEREOF.

JOHN P. KELLY
DEPUTY DIRECTOR

APPROVED

GERRY P. LITTLE
FREEHOLDER

VIRGINIA E. HAINES
FREEHOLDER DIRECTOR

JOSEPH H. VICARI
FREEHOLDER

ORDERED PAID

GARY QUINN
FREEHOLDER

MARY ANN CILENTO
CLERK OF THE BOARD
OF CHOSEN FREEHOLDERS

R E S O L U T I O N

AUGUST 21, 2019

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, THAT THE DIRECTOR IS HEREBY AUTHORIZED AND INSTRUCTED TO EXECUTE MASTER VOUCHER-CERTIFICATE #16 FOR CERTIFICATION OF SAID MASTER VOUCHER CONSISTING OF 99 PAGES WITH VOUCHERS TOTALING IN THE AMOUNT OF \$24,010,799.72 WHICH ARE DEEMED TO BE VALID CLAIMS AS RECOMMENDED BY THE DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION

BE IT FURTHER RESOLVED THAT THE COMPTROLLER OF THE COUNTY OF OCEAN IS HEREBY AUTHORIZED AND DIRECTED TO PAY EACH AND EVERY ONE OF THE AFORESAID BILLS ATTACHED TO THIS MASTER VOUCHER-CERTIFICATE AND, UPON EXECUTION OF SAME BY SAID DIRECTOR, IF AND WHEN FUNDS ARE AVAILABLE.

**No Associated
Documents**

R E S O L U T I O N

August 21, 2019

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement September 6, 2017 with the Contractor, Midlantic Construction, LLC for work and services in relation to the Replacement of Midstreams Bridge (Structure No. 1506-007), Midstreams Road Over Beaver Dam Creek, Brick Township, Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Final Estimate No. 18 dated August 21, 2019 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Final Estimate No. 18 shows:

| | |
|--|--------------------|
| Total Cost of Construction: | \$5,375,123.73 |
| Less 2% of Total: | \$0.00 ----- |
| Subtotal: | \$5,375,123.73 |
| Less Partial Estimate #1: | \$375,070.32 |
| Less Partial Estimate #2: | \$939,716.41 |
| Less Partial Estimate #3: | \$656,671.87 |
| Less Partial Estimate #4: | \$199,605.99 |
| Less Partial Estimate #5: | \$418,284.99 |
| Less Partial Estimate #6: | \$206,124.49 |
| Less Partial Estimate #7: | \$ 71,222.97 |
| Less Partial Estimate #8: | \$ 75,822.60 |
| Less Partial Estimate #9: | \$184,519.01 |
| Less Partial Estimate #10: | \$124,499.20 |
| Less Partial Estimate #11: | \$617,204.69 |
| Less Partial Estimate #12: | \$340,586.45 |
| Less Partial Estimate #13: | \$197,772.82 |
| Less Partial Estimate #14: | \$ 73,713.05 |
| Less Partial Estimate #15: | \$174,040.74 |
| Less Partial Estimate #16: | \$ 23,392.14 |
| Less Partial Estimate #17: | \$247,583.47 |
| Total Partial Payments Made to Date: | \$4,925,831.21 |
| AMOUNT NOW DUE CONTRACTOR: | \$449,292.52 |

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Four hundred forty nine thousand two hundred ninety two and 52/100 dollars (\$449,292.52) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 21, 2019

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement November 20, 2018 with the Contractor, Karka Construction, Inc. for work and services in relation to the Reconstruction of the Ridge Avenue and New Hampshire Avenue Signalized Intersection, Lakewood Township, No. II, Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 4 dated August 21, 2019 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 4 shows:

| | |
|--------------------------------------|----------------------|
| Total Cost of Construction: | \$875,332.49 |
| Less 2% of Total: | \$17,506.65 ----- |
| Subtotal: | \$857,825.84 |
| Less Partial Estimate #1: | \$145,827.43 |
| Less Partial Estimate #2: | \$439,918.42 |
| Less Partial Estimate #3: | \$162,194.56 |
| Total Partial Payments Made to Date: | \$747,940.41 |
| AMOUNT NOW DUE CONTRACTOR: | \$109,885.43 |

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of One hundred nine thousand eight hundred eighty five and 43/100 dollars (\$109,885.43) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 21, 2019

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement March 7, 2018 with the Contractor, Edward H. Cray, Inc. for work and services in relation to the Construction of Long Beach Boulevard Traffic Signal Upgrades Phase B, Group 1, Long Beach Boulevard, Long Beach Township, Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 5 dated August 21, 2019 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 5 shows:

| | |
|--------------------------------------|----------------------|
| Total Cost of Construction: | \$566,503.21 |
| Less 2% of Total: | \$11,330.06 ----- |
| Subtotal: | \$555,173.15 |
| Less Partial Estimate #1: | \$129,774.01 |
| Less Partial Estimate #2: | \$ 38,347.89 |
| Less Partial Estimate #3: | \$ 80,116.67 |
| Less Partial Estimate #4: | \$222,205.20 |
| Total Partial Payments Made to Date: | \$470,443.77 |
| AMOUNT NOW DUE CONTRACTOR: | \$84,729.38 |

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Eighty four thousand seven hundred twenty nine and 38/100 dollars (\$84,729.38) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 21, 2019

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement March 7, 2018 with the Contractor, Edward H. Cray, Inc. for work and services in relation to the Construction of Long Beach Boulevard Traffic Signal Upgrades Phase B, Group 2, Long Beach Boulevard, Long Beach Township, Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 4 dated August 21, 2019 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 4 shows:

| | |
|--------------------------------------|---------------------|
| Total Cost of Construction: | \$414,187.30 |
| Less 2% of Total: | \$8,283.75 ----- |
| Subtotal: | \$405,903.55 |
| Less Partial Estimate #1: | \$ 43,737.40 |
| Less Partial Estimate #2: | \$152,475.55 |
| Less Partial Estimate #3: | \$ 37,617.30 |
| Total Partial Payments Made to Date: | \$233,830.25 |
| | |
| AMOUNT NOW DUE CONTRACTOR: | \$172,073.30 |

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of One hundred seventy two thousand seventy three and 30/100 dollars (\$172,073.30) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 21, 2019

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement November 7, 2018 with the Contractor, C.J. Hesse, Inc. for work and services in relation to the County Site Improvements at Southern Services and Chestnut Street Facilities, Townships of Stafford and Toms River, Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 2 dated August 21, 2019 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 2 shows:

| | |
|--|--------------|
| Total Cost of Construction: | \$396,933.52 |
| Less 2% of Total: | \$7,938.67 |
| | ----- |
| Subtotal: | \$388,994.85 |
| Less Partial Estimate #1: \$336,017.04 | |
| AMOUNT NOW DUE CONTRACTOR: | \$52,977.81 |

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Fifty two thousand nine hundred seventy seven and 81/100 dollars (\$52,977.81) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 21, 2019

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement March 20, 2019 with the Contractor, Earle Asphalt Company for work and services in relation to the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2019A, Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 2 dated August 21, 2019 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 2 shows:

| | |
|--|---------------------|
| Total Cost of Construction: | \$446,336.33 |
| Less 2% of Total: | \$8,926.73 ----- |
| Subtotal: | \$437,409.60 |
| Less Partial Estimate #1: \$131,950.58 | |
| AMOUNT NOW DUE CONTRACTOR: | \$305,459.02 |

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Three hundred five thousand four hundred fifty nine and 02/100 dollars (\$305,459.02) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

**No Associated
Documents**

**No Associated
Documents**

RESOLUTION

August 21, 2019

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any County or Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount.

SECTION 1

NOW, THEREFORE, BE IT RESOLVED that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN** hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2019 in the sum of \$9,000.00

which item is now available as a revenue from the New Jersey Department of Environmental Protection, pursuant to the provisions of statute; and

SECTION 2

BE IT FURTHER RESOLVED that a like sum of \$9,000.00 be and the same is hereby appropriated under the line item caption entitled, New Jersey Clean Vessel Act Pumpout Repair Fy19; and

BE IT FURTHER RESOLVED, that one signed copy of the State of New Jersey Budget Amendment certification form shall be filed with the Director of Local Government Services, and copies of this Resolution shall be made available to the Department of Finance and the County Auditor.

RESOLUTION

August 21, 2019

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

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

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

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

General Comments
Recommendations

; and

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

General Comments
Recommendations

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

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five (45) days after receipt of the annual audit, as per the regulations of the Local Finance Board; and

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

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

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

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

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE COUNTY OF OCEAN'S GENERAL IMPROVEMENT BONDS, SERIES 2019 AUTHORIZED BY BOND ORDINANCES HERETOFORE ADOPTED TO FINANCE VARIOUS GENERAL IMPROVEMENTS IN THE COUNTY OF OCEAN, AND PROVIDING FOR THE FORM, MATURITY DATES AND OTHER DETAILS OF SAID BONDS.

WHEREAS, the Board of Chosen Freeholders of the County of Ocean, New Jersey (the "County") has adopted various bond ordinances described in Section 1 of this Resolution (collectively, the "Ordinances"), authorizing bonds and bond anticipation notes to finance a portion of the cost of the construction and reconstruction of various capital improvements in said County (collectively, the "Project"); and

WHEREAS, it is desirable and necessary to issue the County's general improvement bonds pursuant to the Ordinances, in an aggregate principal amount of \$39,880,000, unless adjusted pursuant to Section 13 hereof, and it is deemed advisable and in the best interests of the County to provide for the sale, form, maturity date and other matters in connection with the bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, NEW JERSEY AS FOLLOWS:

Section 1. Authority for Resolution. Pursuant to the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes (the "Act"), the Board of Chosen Freeholders has previously adopted the following Ordinances on the dates indicated, which Ordinances authorized the issuance of bonds in the amounts indicated, and the Board of Chosen Freeholders has determined to issue at this time, pursuant to each of said Ordinances, the following amounts of bonds:

| Ordinance Number | Date Adopted | Purpose | Amount of Bonds Authorized | Period of Usefulness | Amount of Bonds to be Issued |
|------------------|--------------|--|----------------------------|----------------------|------------------------------|
| 2017-21 | 07/19/17 | Western Facilities Transportation Garage | \$7,600,000 | 20 years | \$5,600,000 |
| 2018-24 | 12/05/18 | Western County Facilities, Phase II | 5,500,000 | 20 years | 5,500,000 |
| 2019-1 | 02/20/19 | Design, reconstruction and resurfacing of certain County roads | 950,000 | 10 years | 950,000 |
| 2019-3 | 02/20/19 | Replacement of Ridgeway Bridge, Manchester Township | 2,375,000 | 30 years | 2,375,000 |
| 2019-5 | 04/17/19 | Reconstruction of Van Zile Road (Route 70 to Burnt Tavern Road) Brick Township | 1,900,000 | 20 years | 1,900,000 |
| 2019-6 | 04/17/19 | Engineering, road and bridge improvements | 3,800,000 | 20 years | 3,800,000 |
| 2019-7 | 04/17/19 | Bridge rehabilitation and repair | 1,900,000 | 15 years | 1,900,000 |
| 2019-8 | 04/17/19 | Installation of new and upgrades traffic control devices | 950,000 | 10 years | 950,000 |
| 2019-9 | 04/17/19 | Reconstruction and resurfacing of certain County roads | 1,900,000 | 10 years | 1,900,000 |
| 2019-11 | 04/17/19 | Renovations to the Justice Complex East Wing Courthouse and Corrections Facilities | 2,870,000 | 15 years | 2,870,000 |
| 2019-13 | 05/15/19 | Reconstruction and widening of Cross Street, Phase I, Lakewood Township | \$2,375,000 | 20 years | \$2,375,000 |
| 2019-14 | 05/15/19 | Reconstruction of New Hampshire at Chestnut Street and Rout 70, Lakewood Township | 950,000 | 20 years | 950,000 |
| 2019-16 | 05/15/19 | Reconstruction of Toms River Road (CR 571), South Hope Chapel Road and Freehold Road, Jackson Township | 1,045,000 | 20 years | 1,045,000 |
| 2019-17 | 05/15/19 | Renovations to the Northern Resource Building | 2,565,000 | 15 years | 2,565,000 |
| 2019-18 | 05/15/19 | Capital Renewal and Replacement Program for FY 2019 at Ocean County College | 6,800,000 | 30 years | 3,400,000 |
| 2019-24 | 06/19/19 | Renovations to the Chestnut Street Facility, Toms River | 1,800,000 | 15 years | 1,800,000 |
| TOTAL | | | \$45,280,000 | | \$39,880,000 |

Section 2. Authorization of Bonds. In accordance with the Act, and for the purpose of raising funds to finance the purposes set forth in the Ordinances, there shall be issued bonds of the County in the aggregate principal amount of \$39,880,000, unless adjusted pursuant to Section 13 hereof, pursuant to the Ordinances. All of said bonds shall constitute a single issue for purposes of the Local Bond Law and shall be designated "General Improvement Bonds, Series 2019" (the "Bonds").

Section 3. Details of Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book entry system for recording the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of DTC and its participants. The Bonds will bear interest payable semiannually at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1%, as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The Bonds shall be substantially in the form as provided in this Resolution, with such omissions, insertions and variations as are properly required. Said Bonds shall be dated the date of delivery, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on March 1 and September 1, commencing on March 1, 2020, and shall mature (unless adjusted by the County Comptroller pursuant to Section 13 hereof) on September 1 in the following years and amounts:

| <u>YEAR</u> | <u>PRINCIPAL AMOUNT</u> | <u>YEAR</u> | <u>PRINCIPAL AMOUNT</u> |
|-------------|-----------------------------|-------------|-----------------------------|
| 2020 | \$1,470,000 | 2030 | \$2,190,000 |
| 2021 | 1,470,000 | 2031 | 2,255,000 |
| 2022 | 1,540,000 | 2032 | 2,325,000 |
| 2023 | 1,620,000 | 2033 | 2,395,000 |
| 2024 | 1,700,000 | 2034 | 2,465,000 |
| 2025 | 1,785,000 | 2035 | 2,540,000 |
| 2026 | 1,875,000 | 2036 | 2,615,000 |
| 2027 | 1,970,000 | 2037 | 2,695,000 |
| 2028 | 2,065,000 | 2038 | 2,775,000 |
| 2029 | 2,130,000 | | |

Section 4. Certificated Bonds; Successor Securities Depository. In the event the County determines that it is in the best interests of the beneficial owners of the Bonds (the actual purchasers of the bonds) that they be able to obtain certificated bonds, the County may notify DTC of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Section 5. Redemption. (A) The Bonds maturing prior to September 1, 2030 are not subject to redemption prior to maturity.

(B) The Bonds maturing on or after September 1, 2030 are subject to redemption, at the option of the County prior to maturity and upon notice as hereinafter provided, at any time on or after September 1, 2029, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

(C) In the event the winning bidder elects to aggregate consecutive principal maturities of the Bonds into one or more term bonds pursuant to Section 11 hereof, then each such term bond shall mature on the final maturity date of such consecutive maturities in an aggregate principal amount equal to the sum of the principal amounts of such consecutive maturities. Each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts that would have been consecutive serial maturities had no term bond designation been made (other than the final such maturity, which shall be the maturity date of such term bond), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(D) When any bonds are to be redeemed, the County shall give or shall arrange to be given notice of the redemption of bonds. Such notice shall specify the maturities of the bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the bonds of any maturity are to be redeemed, the letters and the numbers or other distinguishing marks of such bonds so to be redeemed, and, in the case of a bond to be redeemed in part only, such notice shall also specify the portion of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each bond to be redeemed the principal amount of such bond plus the applicable premium, if any, payable upon the redemption thereof, or the specified portion of the principal thereof in the case of a bond to be redeemed in part only, together with interest accrued to such date, and that from and after such date interest thereon shall cease to accrue and be payable. The County shall mail or cause to be mailed a copy of such notice postage prepaid, not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of any bond all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books kept by or on behalf of the County. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC, or its nominee, the County will not be responsible for mailing of notices of redemption to anyone other than DTC, and the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any redemption of bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

(E) Notice having been given in the manner provided above, the bonds or the portions thereof called for redemption and specified in such notice shall become due and payable on the redemption date specified in such notice at the principal amount thereof plus the premium, if any, applicable on such date, plus unpaid interest on such bonds or portions thereof accrued to such date. Upon presentation and surrender thereof at the place or the places specified in such notice, such bonds or portions thereof shall be paid at the principal amount thereof plus the applicable premium, if any, plus unpaid interest on such bonds or portion thereof accrued to such date. If there shall be so called for redemption less than all of a bond, the County shall execute and cause to be delivered, upon the surrender of such bond, without charge to the registered owner thereof, for the unredeemed balance of the principal amount of the bond so surrendered, registered bonds of like designation, interest rate and maturity in any of the authorized denominations. If on such redemption date moneys for the redemption of all the bonds or the portion thereof of any like maturity to be redeemed, together with interest thereon accrued and unpaid to such date, shall be held on behalf of the County so as to be available therefor on such date and if notice of redemption thereof shall have been published as aforesaid, then from and after such redemption date, interest on the bonds or the portions thereof of such maturity so called for redemption shall cease to accrue and to become payable. All moneys held on behalf of the County for the redemption of particular bonds shall be held in trust for the account of the owners of the bonds so to be redeemed.

Section 6. Payment of Bonds. The principal of and the interest on the Bonds will be paid to DTC by or on behalf of the County on their respective due dates. Interest on the Bonds will be credited to the participants of DTC as listed on the records of DTC as of each next preceding February 15 and August 15 (the "Record Dates" for the payment of interest on the bonds).

Section 7. Execution of Bonds. Said Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Freeholder-Director and the Chief Financial Officer and the seal of the Board of Chosen Freeholders shall be affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Clerk or a Deputy Clerk of the Board of Chosen Freeholders. If any officer whose signature appears on the Bonds ceases to hold office before the delivery of the bonds, his/her signature shall nevertheless be valid and sufficient for all purposes. In addition, any Bond may bear the signature of, or may be signed by, such persons as at the actual time of the signing of such Bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond shall become mutilated or destroyed, stolen or lost the County shall execute and deliver a new bond of like tenor and amount as the bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated bond and upon surrender of such mutilated bond, or in lieu of and substitution for the bond destroyed, stolen or lost upon filing with the County evidence satisfactory to the County that such bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the County with indemnity satisfactory to it and complying with such other reasonable regulations as the County may prescribe, and paying such expenses as the County may incur in connection therewith.

Section 9. Form of Bonds. Subject to the provisions of this Resolution, each Bond shall be in substantially the following form, with such omissions, insertions, endorsements and variations as may be required by the circumstances and be required or permitted by this Resolution or as may be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

No. _____ \$ _____

United States of America
State of New Jersey
COUNTY OF OCEAN
General Improvement Bond, Series 2019

| | | | |
|----------------------|----------------------|-------------------|--------------|
| <u>Maturity Date</u> | <u>Interest Rate</u> | <u>Dated Date</u> | <u>CUSIP</u> |
| September 1, _____ | _____ % | _____, 2019 | |
| Registered Owner: | CEDE & CO. | | |
| Principal Sum: | _____ | DOLLARS | |

The COUNTY OF OCEAN (hereinafter referred to as the "County"), a political subdivision of the State of New Jersey, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Sum stated above on the Maturity Date specified above, and to pay interest on such Principal Sum from the Dated Date specified above at the Interest Rate per annum specified above, computed upon the basis of a 360 day year consisting of twelve 30 day months and payable on March 1, 2020, and semi-annually thereafter on the first days of September and March in each year until the County's obligation with respect to the payment of such Principal Sum shall be discharged, but only in the case of interest due at or before maturity of this bond. The principal of and the interest on this bond will be paid to Cede & Co. as nominee of The Depository Trust Company. Interest on this bond will be credited to the participants of The Depository Trust Company listed on the records of The Depository Trust Company as

of each next preceding February 15 and August 15 (the "Record Dates" for the payment of interest on the bonds).

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of a duly authorized issue of bonds of the County of like date and tenor, except as to number, denomination, interest rate, CUSIP number and maturity date, issued in the aggregate principal amount of \$ _____ under and pursuant to the Local Bond Law of the State of New Jersey and by virtue of a resolution adopted by the County's governing body on _____, 2019 (the "Resolution"), and by virtue of the bond ordinances referred to therein in all respects duly approved and published as required by law.

The bonds maturing prior to September 1, 2030 are not subject to redemption prior to maturity. The bonds maturing on or after September 1, 2030 are subject to redemption, at the option of the County, prior to maturity and upon notice as hereinafter and in the Resolution set forth, at any time on or after September 1, 2029, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of at the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

[The bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, on September 1 of the years and in the principal amounts specified below, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|-------------|-------------------------|

*

* Final Maturity.]

When any bonds are to be redeemed, the County shall mail or cause to be mailed a Notice of Redemption, postage prepaid, not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of any bond all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books kept by or on behalf of the County, all in the manner and upon the terms and the conditions set forth in the Resolution. If notice of redemption shall have been given as aforesaid, the bonds or the portions thereof specified in such notice shall become due and payable on the redemption date therein designated at the principal amount thereof plus the premium, if any, applicable on such date, plus unpaid interest accrued to such date. If moneys for payment of the principal amount plus premium, if any, of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on the redemption date, then from and after the redemption date interest on such bonds shall cease to accrue and to become payable to the holders entitled to payment thereof on such redemption date. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County will not be responsible for mailing of notices of redemption to anyone other than DTC, and the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any redemption of bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

The full faith and credit of the County are hereby pledged for the punctual payment of the principal of and interest on this bond according to its terms.

In the event the County determines that it is in the best interests of the beneficial owners of the bonds (the actual purchasers of the bonds) that they be able to obtain certificated bonds, the County may notify The Depository Trust Company ("DTC") of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the amount and terms of this bond do not exceed any limitation imposed thereon by said Constitution or statutes.

IN WITNESS WHEREOF, the COUNTY OF OCEAN, has caused this bond to be signed by the manual or facsimile signature of its Freeholder-Director and its Chief Financial Officer, the corporate seal of the Board of Chosen Freeholders to be hereunto affixed, imprinted, engraved or reproduced hereon and to be attested by the manual signature of the Clerk or Deputy Clerk of the Board of Chosen Freeholders, all as of the ___ day of September, 2019.

ATTEST:

(SEAL)

Freeholder-Director

Chief Financial Officer

(Deputy) Clerk of the
Board of Chosen Freeholders

Section 10. Sale of Bonds. Proposals for the Bonds will be received by the County on September 5, 2019 until 10:45 a.m., New Jersey time, or at such later date and time as may be established in accordance with Section 14 hereof, by Julie N. Tarrant, the County's Comptroller through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced at the County Administration Building, Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, in accordance with the Notice of Sale. The Clerk of the Board of Chosen Freeholders is hereby directed to arrange for the publication of the Notice of Sale in *The Asbury Park Press*, a newspaper published and circulating in the County, and for the publication of the Notice of Sale (or summaries thereof as provided by law) in *The Bond Buyer*, and/or such other nationally recognized local government bond marketing publication or electronic information service carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The notice shall be in substantially the following form:

(Form of Notice of Sale)
NOTICE OF SALE
 \$39,880,000*
 COUNTY OF OCEAN, NEW JERSEY
 GENERAL IMPROVEMENT BONDS, SERIES 2019
 (CALLABLE) (BOOK-ENTRY ONLY ISSUE)

ELECTRONIC PROPOSALS will be received and announced by Julie N. Tarrant, Comptroller of the County of Ocean (the "County" or the "Issuer"), at the County Administration Building Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein. The General Improvement Bonds, Series 2019 (the "Bonds" or the "Securities") shall mature (unless adjusted by the County Comptroller as described herein, or aggregated into term bonds as described herein) on September 1 in the following years and amounts:

\$39,880,000* General Improvement Bonds, Series 2019 maturing on September 1 in the principal amounts set forth below:

| <u>YEAR</u> | <u>PRINCIPAL AMOUNT</u> | <u>YEAR</u> | <u>PRINCIPAL AMOUNT</u> |
|-------------|-------------------------|-------------|-------------------------|
| 2020 | \$1,470,000 | 2030 | \$2,190,000 |
| 2021 | 1,470,000 | 2031 | 2,255,000 |
| 2022 | 1,540,000 | 2032 | 2,325,000 |
| 2023 | 1,620,000 | 2033 | 2,395,000 |
| 2024 | 1,700,000 | 2034 | 2,465,000 |
| 2025 | 1,785,000 | 2035 | 2,540,000 |
| 2026 | 1,875,000 | 2036 | 2,615,000 |
| 2027 | 1,970,000 | 2037 | 2,695,000 |
| 2028 | 2,065,000 | 2038 | 2,775,000 |
| 2029 | 2,130,000 | | |

*subject to adjustment

THE COUNTY IS ALSO SELLING ITS \$3,400,000* COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2019 (THE "COLLEGE BONDS"). THE COUNTY HAS ISSUED A SEPARATE NOTICE OF SALE FOR THE COLLEGE BONDS. THE TERMS OF EACH NOTICE OF SALE WILL APPLY TO EACH SERIES OF BONDS, RESPECTIVELY.

IF THE COMPETITIVE SALE REQUIREMENTS UNDER THE PROVISIONS OF TREASURY REGULATIONS SECTION 1.148-1(f)(3)(i), INCLUDING THE RECEIPT OF THREE BIDS ARE NOT MET FOR THE BONDS, ALL BIDS WILL BE REJECTED AND THE SALE OF THE BONDS WILL BE CANCELLED.

All Bids (as defined below) must be submitted in their entirety through PARITY until 10:45 a.m., New Jersey time on September 5, 2019 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check or (ii) complete a wire transfer, in either case in the amount of \$797,600 (the check or wire transfer being hereinafter referred to as the "Deposit"), to secure the County from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the County prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:

Julie N. Tarrant, County Comptroller
 County of Ocean
 Department of Finance
 Administration Building
 101 Hooper Avenue
 Toms River, New Jersey 08754

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions and if the bid is not accepted, the County shall promptly return the Deposit amount to the unsuccessful bidder. **EACH BIDDER MUST PROVIDE THEIR RETURN WIRE INSTRUCTIONS:**

TD Bank, N.A., Toms River, NJ
 ABA#: 031201360
 Credit To: County of Ocean

Bill Committee Clearing
Acct# 6855093280

The use of PARITY shall be at the Bidder's risk and expense, and the County shall have no liability with respect thereto.

If a check is used, it must be a certified, treasurer's or cashier's check payable to the County and such check (together with a name and return address) should be sent to Julie N. Tarrant, County Comptroller, County Administration Building, Department of Finance, 101 Hooper Avenue, Toms River, New Jersey 08754. Checks of unsuccessful bidders will be returned upon the award of the Bonds. Any bidder that does not have a representative present at the bid announcement is requested to include with its good faith deposit overnight packaging or other return envelope for the return of its Deposit (if not the successful bidder). In the absence of other arrangements, the check of any unsuccessful bidder will be returned by certified first class mail to such name and return address as specified by such bidder when such Deposit was provided. By submitting a proposal for the Bonds, each bidder shall be deemed to have accepted any and all risks of loss associated with the return of its Deposit. Upon return of its Deposit, each such unsuccessful bidder shall acknowledge same by signing and returning a receipt to such effect provided by the County. If a wire transfer is used, such transfer must be completed and confirmed received by the County prior to the opening of the bids.

The Deposit of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to comply with the terms of its accepted bid, the Deposit will be retained by the County as liquidated damages. The winning bidder shall not be entitled to any interest earnings in respect of the County.

The Bonds are to be issued in book-entry only form and all bidders for the Bonds must be participants of The Depository Trust Company, New York, New York, or affiliated with its participants. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (collectively, "DTC"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book entry system for recording the interests of its participants or the transfer of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of DTC and its participants.

The Bonds will be dated the date of delivery and will bear interest at the rate or rates of interest per annum specified by the successful bidder therefor in accordance herewith, payable on March 1, 2020 and semiannually thereafter on the first days of September and March in each year until maturity by payment to DTC.

The Bonds maturing on or after September 1, 2030 are subject to redemption, at the option of the County prior to maturity and upon notice as set forth in the Resolution, at any time on or after September 1, 2029, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

A bidder may aggregate consecutive principal maturities of the Bonds, for which such bidder bids the same interest rate, into term bonds. Each such term bond shall mature on the final maturity date of such consecutive maturities in an aggregate principal amount equal to the sum of the principal amounts of such consecutive maturities. Each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts that would have been consecutive serial maturities had no term bond designation been made (other than the final such maturity, which shall be the maturity date of such term bond), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption. Notice of redemption shall be given as provided in the resolution of the County authorizing the Bonds.

For so long as the book-entry form remains in effect and the Bonds are registered in the name of DTC, the County will not be responsible for mailing of notices of redemption to anyone other than DTC.

The Bonds are general obligations of the County and unless paid from other sources the County is authorized and required by law to levy *ad valorem* taxes upon all real property taxable by the County for the payment of the Bonds and the interest thereon without limitation as to rate or amount.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%) with a maximum coupon of 5% and 0% coupon not permitted. Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must equal or exceed \$39,880,000, with a maximum bid price of \$43,070,400 (108%).

If the competitive sale requirements under the provisions of Treasury Regulations Section 1.148(f)(3)(i), including the receipt of three bids are not met for the Bonds, all bids will be rejected

and the sale of the Bonds will be cancelled. If at least three bids for the Bonds are received and the competitive sale requirements under the provisions of Treasury Regulations Section 1.148(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) are met, the Bonds will be awarded to the bidder on whose bids for both the Bonds may be made at the lowest true interest cost. Such true interest cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding interest accrued to the delivery date. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at a true interest cost higher than the lowest true interest cost to the County under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest true interest cost, then the Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

It is requested that each proposal be accompanied by a computation of the true interest cost to the County under the terms of the proposal in accordance with the method of calculation described in the preceding paragraph (computed to six decimal places), but such computation is not to be considered as part of the proposal for Bonds.

The County reserves the right to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON TM3 NEWS SERVICES, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced through TM3 New Services at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on www.tm3.com at the time the sale date and time are announced.

Within 30 minutes of the award of the Bonds, the County must receive from the successful bidder an email or telecopy (an "Initial Public Offering Price Telecopy") stating the prices at which such successful bidder intends that each stated maturity of the Bonds shall initially be offered to the public, which for this purpose excludes bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers (the "Initial Public Offering Prices"). The successful bidder shall make a bona fide initial public offering of the bonds at the Initial Public Offering Prices stated in their Initial Public Offering Price Telecopy.

The County Comptroller of the County may, up to 24 hours prior to the date of advertised sale of and within 4 hours after the award of the Bonds, adjust the maturity schedule of the Bonds in increments of \$1,000, provided however, that after the award of the Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinances. **NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICES.** The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. *The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County as stated herein.* The County shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered. **The successful bidder may not withdraw its bid as a result of any such adjustment, and shall be bound by the terms thereof.**

It is expected that the Bonds will be delivered to the successful bidder on or about September 19, 2019 at the Trenton, New Jersey offices of GluckWalrath LLP or at such other time or place mutually agreed upon by the purchaser and the County. **AT THE TIME OF DELIVERY OF THE BONDS, THE SUCCESSFUL BIDDER SHALL PROVIDE FOR THE PAYMENT FOR THE BONDS THROUGH THE USE OF IMMEDIATELY AVAILABLE FUNDS.** No interest will be paid upon the deposit made by the successful bidder.

Each electronic proposal must be submitted through PARITY. No bidder will see any other bid, nor will any bidder see the status of its bid relative to other bids—i.e., whether its bid is a leading bid. To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may call PARITY at IPREO at (212) 849-5021. The County may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically through PARITY. In the event that a bid for the Bonds is submitted through PARITY, the bidder further agrees that the County may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various Bonds, the term Bonds, if any, specified, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for Bonds" provided by the County and executed by a duly authorized signatory of the bidder. If a bid submitted electronically through

PARITY is accepted by the County, the terms of the official "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the County, and the County shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the County or information provided by the bidder.

The County may choose to discontinue use of electronic bidding through PARITY by issuing a notification to such effect through TM3 News Services, or by other available means, no later than 4:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically through PARITY to the County, each bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor IPREO shall have any duty or obligation to any bidder, or be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The County is using PARITY as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. By using PARITY each bidder agrees to hold the County harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

Bidders should be aware of the following bidding details ("Bidding Details") associated with the sale of the Bonds:

1. **BIDDERS MUST SUBMIT GOOD FAITH CHECK OR A WIRE TRANSFER IN THE AMOUNT OF \$797,600 PAYABLE TO THE COUNTY OF OCEAN NO LATER THAN 10:45 A.M. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE COUNTY AT THE FOLLOWING ADDRESS:**

**Julie N. Tarrant, County Comptroller
County of Ocean
Department of Finance
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08754**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE COUNTY.

2. All Bids must be submitted through PARITY. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

3. All Bids for the Bonds must be submitted on an "All or None" ("AON") basis.

4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for the Bonds of each maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%) with a maximum coupon of 5% and 0% coupon not permitted. Each proposal submitted must state the purchase price, which must equal or exceed \$39,880,000, with a maximum bid price of \$43,070,400 (108%). The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost (as such term is defined herein). The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

5. Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Definitions

"Bid" any confirmed purchase offer received by PARITY on or before the proposal submission deadline.

"Bidder" any firm registered and approved for participation in sale.

"Winning Bid" any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest True Interest Cost that is acceptable to the County.

"True Interest Cost" or "TIC" computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price

bid, excluding interest accrued to the delivery. The True Interest Cost serves as the basis for awarding bonds to winning Bidders.

The successful bidder may, at its option, refuse to accept the Bonds if prior to their delivery any income tax law of the United States of America shall provide that the interest thereon is includable in gross income for federal income tax purposes, or shall be so includable at a future date. In such case the deposit made by the bidder shall be returned and it will be relieved of its contractual obligations arising from the acceptance of its proposal.

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of a bidder, any purchase of such insurance or commitment therefor shall be at the sole option and expense of the bidder and any increased costs of issuance of the Bonds resulting by reason of such insurance, unless otherwise paid, shall be paid by such bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Establishment of Issue Price

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Securities) will apply to the initial sale of the Securities (the "Competitive Sale Requirements") because:

- (1) the Issuer shall disseminate this Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer may receive bids from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Securities to the bidder who submits a firm offer to purchase the Securities at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the Securities, as specified in the bid.

In the event that the Competitive Sale Requirements are not satisfied for the Bonds, all bids will be rejected and the sale of the Bonds will be cancelled.

In the event that the Competitive Sale Requirements are satisfied, the winning bidder shall assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Securities, together with the supporting pricing wires or equivalent communications.

Sales of any Securities to any person that is a related party to an Underwriter shall not constitute sales to the Public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "Public" means any person other than an Underwriter or a related party,
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Securities to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Securities to the Public),
- (iii) a purchaser of any of the Securities is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "Sale Date" means the date that the Securities are awarded by the Issuer to the winning bidder.

All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Securities may be taken on behalf of the Issuer by the Issuer's financial advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's financial advisor or Bond Counsel.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the winning bidder thereof to accept delivery of and pay for the Bonds. The County's financial advisor will request the CUSIPs and will provide CUSIP Global Services with the final details of the sale, including the identity of the winning bidder.

The purchaser shall be obligated to furnish to the County, when and if requested prior to the delivery of the Bonds, such information requested by the County as shall be necessary to enable the County to determine the "issue price" of the Bonds as defined in Section 1273 and 1274 of the Internal Revenue Code of 1986, as amended (the "Code").

A Preliminary Official Statement has been prepared and is available for viewing in electronic format on www.i-dealprospectus.com and may also be obtained from the County's financial advisor identified in the last paragraph of this Notice. The Preliminary Official Statement is deemed to be a final official statement, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Bonds and (b) amendment. The Preliminary Official Statement, as so revised, will constitute the final "Official Statement". By the submission of bids for the Bonds, the successful bidder contracts for the receipt, within seven (7) business days of the award of the Bonds, of a reasonable number of copies of the final Official Statement at the expense of the County, with any additional copies of the final Official Statement that the successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. In order to complete the final Official Statement, the successful bidder must furnish the following information to the County's financial advisor and Bond Counsel by email or facsimile transmission or overnight delivery received by the County's financial advisor and Bond Counsel within twenty-four (24) hours after the award of the Bonds: (a) initial offering prices (expressed as a price, exclusive of accrued interest, or yield per maturity), and (b) any other material information necessary for the final Official Statement but not known to the County (such as the bidder's purchase of credit enhancement). In addition, the successful bidder must, if requested by the County, furnish a written confirmation of its bid.

The County will undertake to provide certain continuing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. A description of this undertaking is contained in the Preliminary Official Statement under the heading "CONTINUING DISCLOSURE".

The successful bidder will be furnished at the time the Bonds are delivered with: (1) the opinion of GluckWalrath LLP, Trenton, New Jersey, in substantially the form set forth in the Preliminary Official Statement; and (2) certificates in form satisfactory to said law firm evidencing the proper execution and delivery of the Bonds and receipt of payment therefor and the fact that the Bonds will not be arbitrage bonds within the meaning of the Code; and (3) a certificate, dated as of the date of delivery of the Bonds, and signed by the officers who signed the Bonds, stating that no litigation is then pending or to the knowledge of such officers threatened to restrain or enjoin the issuance or delivery of the Bonds or the levy or collection of taxes to pay the Bonds or the interest thereon, or questioning the validity of the statutes or the proceedings under which the Bonds are issued, and that neither the corporate existence or boundaries of the County nor the title of any of said officers to their respective offices, is being contested; and (4) the County's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two (2) hours after announcement of the bids, but such successful bidder may not withdraw its proposal until after 5:30 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal.

Copies of the Preliminary Official Statement may be obtained from the County's financial advisor, PFM Financial Advisors LLC, 1735 Market Street, 43rd Floor, Philadelphia, PA 19103, Telephone 215-567-6100, Attention: Geoffrey Stewart.

DATED: August __, 2019

BY: /s/ Julie N. Tarrant
County Comptroller,
County of Ocean, New Jersey

Section 11. Term Bond Option. As provided in the Notice of Sale, a bidder may aggregate consecutive principal maturities of the Bonds, for which such bidder bids the same interest rate, into term

bonds. Each such term bond will be subject to mandatory sinking fund redemption as provided in Section 5(C) hereof, in the amounts and on the dates that would have been consecutive serial maturities had no term bond designation been made.

Section 12. Delegation of Power to Award and Sell Bonds. The County Comptroller is delegated on behalf of the County the power to award and sell the Bonds to the successful bidder. The County Comptroller shall report the results of such sale in writing at the next meeting of the Board of Chosen Freeholders.

Section 13. Adjustment to Maturity Schedule. The County Comptroller is hereby delegated the authority (if the County Comptroller deems it to be in the best interests of the County), up to 24 hours prior to the date of advertised sale and within 4 hours after the award of the Bonds, to adjust the maturity schedule of the Bonds in increments of \$1,000, provided however, that after the award of the Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount of the Ordinances. NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICE. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County. Notice of any such adjustment shall be given to the successful bidder in the manner specified in the Notice of Sale. In the event of any such adjustment, the dollar amount (but not the interest rate or rates) bid by the successful bidder will be adjusted as provided in the Notice of Sale.

Section 14. Postponement of Sale. The County Comptroller is hereby delegated the authority (if the County Comptroller deems it to be in the best interests of the County) (i) to postpone from time to time the sale of the Bonds from the date specified in the Notice of Sale (or, in the case of a rescheduled sale, from such rescheduled date), in each case upon not less than 24 hours' notice, and (ii) to reschedule such sale upon not less than 48 hours' notice. Notice of any such postponement and rescheduling shall be given in the manner specified in the Notice of Sale. In the event of any such postponement and rescheduling, the County Comptroller may (and shall, if required by the Local Bond Law) cause a revised Notice of Sale and/or a revised summary thereof to be prepared and published.

Section 15. Agreements with The Depository Trust Company. The Comptroller is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that this issue of the County's bonds will be eligible for deposit with DTC, and to satisfy any obligations undertaken in connection therewith.

Section 16. Authorization for Official Statement. The Comptroller, Chief Financial Officer, Clerk of the Board of Chosen Freeholders, auditor, bond counsel and other officers, agents and employees of the County are authorized to prepare and distribute information with respect to the County in connection with the sale of the bonds in such form as may be approved by the Comptroller. The preparation and distribution of a Preliminary Official Statement pertaining to the bonds is hereby authorized. The Comptroller is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Director of the Board of Chosen Freeholders, the County Administrator, the Chief Financial Officer and the Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a final official statement relating to the bonds, with such changes, revisions, insertions and omissions from the Preliminary Official Statement as may be approved by the Comptroller.

Section 17. Pledge of County. The full faith and credit of the County of Ocean in the State of New Jersey is hereby pledged for the payment of the principal of and interest on said bonds and said bonds shall be general obligations of the County payable as to principal and interest from *ad valorem* taxes which may be assessed on the taxable property within said County without limitation as to rate or amount.

Section 18. Determination of Average Period of Usefulness. It is hereby determined and stated that the average period of usefulness of the several purposes for which the Bonds are to be issued under the Ordinances described in Section 1 above, according to their respective lives, as determined in said Ordinances, taking into consideration the respective amounts of bonds to be issued for said several purposes, is a period of 19.34992 years, computed from the date of said Bonds.

Section 19. Investment of Proceeds of Bonds. The County will make no use of the proceeds of the Bonds which would cause the bonds to be arbitrage bonds; and the County hereby imposes on itself and all officers having custody or control of the proceeds of the bonds, throughout the term of the bonds, the obligation to comply with applicable requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Regulations Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2, and all other applicable regulations of the Internal Revenue Service, so that the Bonds will not be or become arbitrage bonds.

Section 20. Tax Covenants. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, and for no other purpose, the County covenants to comply with each applicable requirement of the Code, applicable to the bonds,, and the County covenants not to take any action or fail to take any action which would cause the interest on the bonds to lose the exclusion from gross income for federal income taxation purposes under Section 103 of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the Arbitrage Certificate and Letter of Instructions (the "Letter of Instructions") as to the Code delivered by Bond Counsel on the date of initial issuance and delivery of the Bonds, as such letter may be amended from time to time, as a source of guidance for achieving compliance with the Code.

The County covenants and agrees with the holders of the Bonds that the County shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the bonds, would cause the bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148, respectively, of the Code, or any successor provision.

Section 21. Bonds Not Federally Guaranteed. The County covenants that it will take no action which would cause the Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

Section 22. Continuing Disclosure. A Continuing Disclosure Certificate in substantially the following form is hereby approved, and the County Comptroller is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the County in substantially such form, with such insertions and changes therein as the County Comptroller may approve, such approval to be evidenced by his/her execution thereof:

(Form of Continuing Disclosure Certificate for the Bonds)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the County of Ocean, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$_____ principal amount of its General Improvement Bonds, Series 2019 (the "Bonds"). The Bonds are being issued pursuant to Bond Ordinances (the "Ordinances") duly adopted by the Board of Chosen Freeholders of the Issuer (the "Board") on various dates, and a resolution duly adopted by the Board on August 21, 2019 (the "Resolution"). The Bonds are dated September 1, 2019 and shall mature on September 1 in the years 2020 through 2038, inclusive. The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Continuing Disclosure Information" shall mean: (i) the Annual Report; (ii) any notice required to be filed with the Repositories pursuant to Section 5 hereof; and (iii) any notice of an event required to be filed with the Repositories pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Bonds Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"National Repository" shall mean the MSRB, through the internet facilities of EMMA, or any other public or private repository or entity that shall hereafter be designated by the SEC as a repository for purposes of the Rule.

"Official Statement" shall mean the Official Statement of the County, dated _____, 2019, relating to the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" or "Repositories" shall mean each National Repository and each State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Exchange Act, as the same may be amended from time to time.

"SEC Release" shall mean Release No. 34-59062, of the SEC, dated December 5, 2008.

"State" shall mean the State of New Jersey.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the SEC. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2019, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change to MSRB. Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on the MSRB's Internet Web site, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A, in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated _____, 2019 prepared in connection with the sale of the Bonds, under the captions: "Schedule of Bond and Note Maturities", "Tax Information", "Ocean County Leading Tax Ratables - 2019", "County of Ocean

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability. Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds;
7. modifications to rights of Bondholders, if material;
8. Bond Calls, if material and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes.
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;
13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect Bondholders, if material; and
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which a disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall, in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or wilful misconduct. The obligations of the Issuer under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2019

COUNTY OF OCEAN, NEW JERSEY

By: _____
Julie N. Tarrant, County Comptroller

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: County of Ocean, New Jersey

Name of Bond Issue: \$ _____ General Improvement Bonds, Series 2019

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2019. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, 20__

COUNTY OF OCEAN, NEW JERSEY

By: _____

Name:
Title:

Section 23. Defeasance. (A) If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owner of all bonds the principal and the redemption premium, if applicable, and the interest due or to become due thereon at the times and in the manner stipulated therein and in this Resolution, then, at the option of the County, the pledge of the County contained herein and all covenants, agreements and other obligations of the County to the owners of the bonds thereupon shall cease, shall terminate, shall become void and shall be discharged and satisfied. In such event and upon the request of the County, any paying agent shall pay over or shall deliver to the County all moneys, funds or securities held by them pursuant to this Resolution that are not required for the payment of the principal of or premium and interest due or to become due on the bonds. If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owners of all outstanding bonds of a particular maturity the principal of and the redemption premium, if any, and interest due or to become due thereon, at the time and in the manner stipulated therein and in this Resolution, such bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and all covenants, agreements and obligations of the County to the owners of such bonds shall thereupon cease, shall terminate and shall become void and be discharged and satisfied.

(B) Bonds or interest installments for the payment or the redemption of which moneys shall have been deposited with any bank, trust company or national banking association serving as escrow agent (the "Escrow Agent") by or on behalf of the County whether at or prior to the maturity or the redemption date of such bonds, shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section. All outstanding bonds or any maturity of the bonds shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section if (1) in case any of such bonds are to be redeemed on any date prior to their maturity, the County shall have given to the Escrow Agent irrevocable instruction to publish notice of redemption of such bonds on such date, (2) there shall have been deposited with the Escrow Agent either moneys in an amount that shall be sufficient or direct obligations of the United States of America or securities unconditionally guaranteed as to the timely payment by the United States of America not redeemable at the option of the issuer the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient, to pay when due the principal and any redemption premium and the interest due and to become due on such bonds on and prior to the redemption date or the maturity date thereof, as the case may be, and (3) in the event such bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the County shall have given the Escrow Agent in form satisfactory to it irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven (7) days between publications, in a publication devoted primarily to financial news or the subject of state and municipal bonds and published in the City of New York or in New Jersey a notice to the owners of such bonds that the deposit required by clause (2) above has been made with the Escrow Agent and that such bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for payment of the principal of and the redemption premium, if any, on such bonds. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any advance refunding of the bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

Section 24. Effective Date. This Resolution shall take effect upon adoption hereof.

The foregoing resolution was adopted by the following vote:

AYES:
NAYES:

CERTIFICATE

I, Mary Ann Cilento, Clerk of the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the County duly called and held on August 21, 2019 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the County this ____ day of _____, 2019.

Mary Ann Cilento, Clerk of the Board of Chosen Freeholders

[SEAL]

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE COUNTY OF OCEAN'S COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2019 AUTHORIZED BY A BOND ORDINANCE HERETOFORE ADOPTED TO FINANCE THE FISCAL YEAR 2019 CAPITAL RENEWAL AND REPLACEMENT FACILITIES PROJECTS AT OCEAN COUNTY COLLEGE IN THE COUNTY OF OCEAN, AND PROVIDING FOR THE FORM, MATURITY DATES AND OTHER DETAILS OF SAID BONDS AND DESIGNATING A PAYING AGENT FOR SAID BONDS.

WHEREAS, the Board of Chosen Freeholders of the County of Ocean, New Jersey (the "County"), has, on June 6, 2019, finally adopted Bond Ordinance No. 2019-18 (the "Ordinance") authorizing bonds and bond anticipation notes to finance a portion of the cost of the capital renewal and replacement facilities improvement project at Ocean County College in said County; and

WHEREAS, the Board of School Estimate of Ocean County College (the "College") has heretofore determined by a resolution adopted March 27, 2019, that certain amounts of money are necessary for certain capital projects at the College, and the Board of Chosen Freeholders of the County has heretofore determined, by the Ordinance, to appropriate and borrow such amounts by the issuance of bonds or notes of the County pursuant to the Local Bond Law and the hereinafter-defined County College Bond Act; and

WHEREAS, it is desirable and necessary to issue the County's college capital improvement bonds pursuant to the Ordinance, in an aggregate principal amount of \$3,400,000, unless adjusted pursuant to Section 12 hereof, and it is deemed advisable and in the best interests of the County to provide for the sale, form, maturity date and other matters in connection with the bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, NEW JERSEY AS FOLLOWS:

Section 1. Authority for Resolution. Pursuant to the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes (the "Act"), the Board of Chosen Freeholders has previously adopted the Ordinance, which Ordinance authorized the issuance of bonds in the amount of \$3,400,000, and the Board of Chosen Freeholders has determined to issue at this time, pursuant to said Ordinance and Chapter 12 of the Laws of New Jersey of 1971, effective January 28, 1971, and the acts amendatory thereof and supplemental thereto (the "County College Bond Act"), bonds in the amount of \$3,400,000, unless adjusted pursuant to Section 12 hereof. To the extent any premium is received by the County from the sale of the bonds, such premium shall be allocated to the appropriation under said Ordinance.

Section 2. Authorization of Bonds. In accordance with the Act and the County College Bond Act, and for the purpose of raising funds to finance the purposes set forth in the Ordinance, there shall be issued bonds of the County in the aggregate principal amount of \$3,400,000, unless adjusted pursuant to Section 12 hereof, pursuant to the Ordinance. All of said bonds shall constitute a single issue and shall be designated "College Capital Improvement Bonds, Series 2019" (the "College Bonds"). The period of usefulness of the improvements financed by the proceeds of the Bonds is 30 years.

Section 3. Details of Bonds. The College Bonds will be issued in the form of one certificate for the aggregate principal amount of College Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book entry system for recording the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of The DTC and its participants. The College Bonds will bear interest payable semiannually at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1%, as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The College Bonds shall be substantially in the form as provided in this Resolution, with such omissions, insertions and variations as are properly required. Said College Bonds shall be dated the date of delivery, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on March 1 and September 1, commencing on March 1, 2020, and shall mature (unless adjusted by the County Comptroller pursuant to Section 12 hereof) on September 1 in the following years and amounts:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| 2020 | \$680,000 |
| 2021 | 680,000 |
| 2022 | 680,000 |
| 2023 | 680,000 |
| 2024 | 680,000 |

Section 4. Certificated Bonds; Successor Securities Depository. In the event the County determines that it is in the best interests of the beneficial owners of the College Bonds (the actual

purchasers of the College Bonds) that they be able to obtain certificated bonds, the County may notify DTC of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Section 5. Redemption. The College Bonds shall not be subject to redemption prior to maturity.

Section 6. Payment of College Bonds. The principal of and the interest on the College Bonds will be paid by TD Bank, National Association, Cherry Hill, New Jersey, as the County's paying agent (the "Paying Agent"), to DTC by or on behalf of the County on their respective due dates. Interest on the College Bonds will be credited to the participants of DTC as listed on the records of DTC as of each next preceding February 15 and August 15 (the "Record Dates" for the payment of interest on the College Bonds).

Section 7. Execution of Bonds. Said College Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Freeholder-Director and the Chief Financial Officer and the seal of the Board of Chosen Freeholders shall be affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Clerk or a Deputy Clerk of the Board of Chosen Freeholders. If any officer whose signature appears on the College Bonds ceases to hold office before the delivery of the Bonds, his/her signature shall nevertheless be valid and sufficient for all purposes. In addition, any College Bond may bear the signature of, or may be signed by, such persons as at the actual time of the signing of such bond shall be the proper officers to sign such College Bond although at the date of such bond such persons may not have been such officers.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any College Bond shall become mutilated or destroyed, stolen or lost the County shall execute and deliver a new bond of like tenor and amount as the bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated bond and upon surrender of such mutilated bond, or in lieu of and substitution for the bond destroyed, stolen or lost upon filing with the County evidence satisfactory to the County that such bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the County with indemnity satisfactory to it and complying with such other reasonable regulations as the County may prescribe, and paying such expenses as the County may incur in connection therewith.

Section 9. Form of College Bonds. Subject to the provisions of this Resolution, each College Bond shall be in substantially the following form, with such omissions, insertions, endorsements and variations as may be required by the circumstances and be required or permitted by this Resolution or as may be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of College Bond)

No. _____ \$ _____

United States of America
State of New Jersey
COUNTY OF OCEAN
College Capital Improvement Bond, Series 2019

| | | | |
|----------------------|----------------------|-------------------|--------------|
| <u>Maturity Date</u> | <u>Interest Rate</u> | <u>Dated Date</u> | <u>CUSIP</u> |
| September 1, __ | _____ % | _____, 2019 | |
| Registered Owner: | CEDE & CO. | | |
| Principal Sum: | _____ DOLLARS | | |

The COUNTY OF OCEAN (hereinafter referred to as the "County"), a political subdivision of the State of New Jersey, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Sum stated above on the Maturity Date specified above, and to pay interest on such Principal Sum from the Dated Date specified above at the Interest Rate per annum specified above, computed upon the basis of a 360 day year consisting of twelve 30 day months and payable on March 1, 2020, and semi-annually thereafter on the first days of September and March in each year until the County's obligation with respect to the payment of such Principal Sum shall be discharged, but only in the case of interest due at or before maturity of this bond. The principal of and the interest on this bond will be paid to Cede & Co. as nominee of The Depository Trust Company. Interest on this bond will be credited to the participants of The Depository Trust Company listed on the records of The Depository Trust Company as of each next preceding February 15 and August 15 (the "Record Dates" for the payment of interest on the bonds).

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of a duly authorized issue of bonds of the County of like date and tenor, except as to number, denomination, interest rate, CUSIP number and maturity date, issued in the aggregate principal amount of \$ _____ under and pursuant to the Local Bond Law of the State of New Jersey and the County College Bond Act (as hereinafter defined) and by virtue of a resolution adopted by the County's governing body on August __, 2019 (the "Resolution"), and by virtue of the bond ordinance referred to therein in all respects duly approved and published as required by law.

The bonds shall not be subject to redemption prior to maturity.

The full faith and credit of the County are hereby pledged for the punctual payment of the principal of and interest on this bond according to its terms. This bond shall also be entitled to the benefits of Chapter 12 of the Laws of New Jersey of 1971, and the acts amendatory thereof and supplemental thereto (the "County College Bond Act").

In the event the County determines that it is in the best interests of the beneficial owners of the bonds (the actual purchasers of the bonds) that they be able to obtain certificated bonds, the County may notify The Depository Trust Company ("DTC") of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the amount and terms of this bond do not exceed any limitation imposed thereon by said Constitution or statutes.

IN WITNESS WHEREOF, the COUNTY OF OCEAN, has caused this bond to be signed by the manual or facsimile signature of its Freeholder-Director and its Chief Financial Officer, the corporate seal of the Board of Chosen Freeholders to be hereunto affixed, imprinted, engraved or reproduced hereon and to be attested by the manual signature of the Clerk or Deputy Clerk of the Board of Chosen Freeholders, all as of the ___ day of _____, 2019.

ATTEST:

(SEAL)

Freeholder-Director

Chief Financial Officer

(Deputy) Clerk of the
Board of Chosen Freeholders

Section 10. Sale of College Bonds. Proposals for the College Bonds will be received by the County on September 5, 2019 until 11:15 a.m., New Jersey time, or at such later date and time as may be established in accordance with Section 13 hereof, by Julie N. Tarrant, the County's Comptroller through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced at the County Administration Building, Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, in accordance with the Notice of Sale. The Clerk of the Board of Chosen Freeholders is hereby directed to arrange for the publication of the Notice of Sale in *The Asbury Park Press*, a newspaper published and circulating in the County, and for the publication of the Notice of Sale (or summaries thereof as provided by law) in *The Bond Buyer*, and/or such other nationally recognized local government bond marketing publication or electronic information service carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The notice shall be in substantially the following form:

(Form of Notice of Sale)

NOTICE OF SALE

\$3,400,000*

COUNTY OF OCEAN, NEW JERSEY

COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2019

(BOOK-ENTRY ONLY ISSUE) (NON-CALLABLE)

ELECTRONIC PROPOSALS will be received and announced by Julie N. Tarrant, Comptroller of the County of Ocean (the "County" or the "Issuer"), at the County Administration Building Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein. The College Capital Improvement Bonds, Series 2019 (the "College Bonds" or the "Securities") shall mature (unless adjusted by the County Comptroller as described herein) on September 1 in the following years and amounts:

\$3,400,000* College Capital Improvement Bonds, Series 2019 maturing on September 1 in the principal amounts set forth below:

| <u>Year</u> | <u>Principal Amount*</u> |
|-------------|--------------------------|
| 2020 | \$680,000 |
| 2021 | 680,000 |
| 2022 | 680,000 |
| 2023 | 680,000 |
| 2024 | 680,000 |

*subject to adjustment

THE COUNTY IS ALSO SELLING ITS \$39,880,000* GENERAL IMPROVEMENT BONDS, SERIES 2019 (THE "GENERAL IMPROVEMENT BONDS"). THE COUNTY HAS ISSUED A SEPARATE NOTICE OF SALE FOR THE GENERAL IMPROVEMENT BONDS. THE TERMS OF EACH NOTICE OF SALE WILL APPLY TO EACH SERIES OF BONDS, RESPECTIVELY.

IF THE COMPETITIVE SALE REQUIREMENTS UNDER THE PROVISIONS OF TREASURY REGULATIONS SECTION 1.148-1(f)(3)(i), INCLUDING THE RECEIPT OF THREE BIDS ARE NOT MET FOR THE COLLEGE BONDS, ALL BIDS WILL BE REJECTED AND THE SALE OF THE COLLEGE BONDS WILL BE CANCELLED.

All Bids (as defined below) must be submitted in their entirety through PARITY until 11:15 a.m., New Jersey time on September 5, 2019 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check or (ii) complete a wire transfer, in either case in the amount of \$68,000 (the check or wire transfer being hereinafter referred to as the "Deposit"), to secure the County from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the County prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:

**Julie N. Tarrant, County Comptroller
County of Ocean
Department of Finance
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08754**

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions and if the bid is not accepted, the County shall promptly return the Deposit amount to the unsuccessful bidder. **EACH BIDDER MUST PROVIDE THEIR RETURN WIRE INSTRUCTIONS:**

**TD Bank, N.A., Toms River, NJ
ABA#: 031201360
Credit To: County of Ocean
Bill Committee Clearing
Acct# 6855093280**

The use of PARITY shall be at the Bidder's risk and expense, and the County shall have no liability with respect thereto.

If a check is used, it must be a certified, treasurer's or cashier's check payable to the County and such check (together with a name and return address) should be sent to Julie N. Tarrant, County Comptroller, County Administration Building, Department of Finance, 101 Hooper Avenue, Toms River, New Jersey 08754. Checks of unsuccessful bidders will be returned upon the award of the College Bonds. Any bidder that does not have a representative present at the bid announcement is requested to include with its good faith deposit overnight packaging or other return envelope for the return of its Deposit (if not the successful bidder). In the absence of other arrangements, the check of any unsuccessful bidder will be returned by certified first class mail to such name and return address as specified by such bidder when such Deposit was provided. By submitting a proposal for the College Bonds, each bidder shall be deemed to have accepted any and all risks of loss associated with the return of its Deposit. Upon return of its Deposit, each such unsuccessful bidder shall acknowledge same by signing and returning a receipt to such effect provided by the County. If a wire transfer is used, such transfer must be completed and confirmed received by the County prior to the opening of the bids.

The Deposit of the winning bidder will be applied to the purchase price of the College Bonds. In the event the winning bidder fails to comply with the terms of its accepted bid, the Deposit will be retained by the County as liquidated damages. The winning bidder shall not be entitled to any interest earnings in respect of the County.

The College Bonds are to be issued in book-entry only form and all bidders for the College Bonds must be participants of The Depository Trust Company, New York, New York, or affiliated with its participants. The College Bonds will be issued in the form of one certificate for the aggregate principal amount of the College Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (collectively, "DTC"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book entry system for recording the interests of its participants or the transfer of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the College Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of DTC and its participants.

The College Bonds will be dated the date of delivery and will bear interest at the rate or rates of interest per annum specified by the successful bidder therefor in accordance herewith, payable on March 1, 2020 and semiannually thereafter on the first days of September and March in each year until maturity by payment to DTC.

The College Bonds shall not be subject to redemption prior to maturity.

For so long as the book-entry form remains in effect and the College Bonds are registered in the name of DTC, the County will not be responsible for mailing of notices of redemption to anyone other than DTC.

The College Bonds are general obligations of the County and unless paid from other sources the County is authorized and required by law to levy *ad valorem* taxes upon all real property taxable by the County for the payment of the College Bonds and the interest thereon without limitation as to rate or amount. The College Bonds shall also be entitled to the benefits of Chapter 12 of the Laws of New Jersey of 1971, and the acts amendatory thereof and supplemental thereto (the "County College Bond Act").

Each proposal submitted must name the rate or rates of interest per annum to be borne by the College Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. The proposed rate or rates of interest to be borne by the College Bonds shall not exceed five percent (5.00%), 0% not permitted. Not more than one rate may be named for the College Bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%). **Each proposal submitted must be for all of the College Bonds and the purchase price specified in the proposal must equal or exceed \$3,400,000, with a maximum bid price of \$3,672,000 (108%).**

If the competitive sale requirements under the provisions of Treasury Regulations Section 1.148(f)(3)(i), including the receipt of three bids are not met for the College Bonds, all bids will be rejected and the sale of the College Bonds will be cancelled. If at least three bids for the College Bonds are received and the competitive sale requirements under the provisions of Treasury Regulations Section 1.148(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) are met, the College Bonds will be awarded to the bidder on whose bids for the College Bonds may be made at the lowest true interest cost. Such true interest cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the College Bonds and to the price bid, excluding interest accrued to the delivery date. No proposal shall be considered that offers to pay an amount less than the principal amount of the College Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest true interest cost to the County under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest true interest cost, then the College Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the College Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

It is requested that each proposal be accompanied by a computation of the true interest cost to the County under the terms of the proposal in accordance with the method of calculation described in the preceding paragraph (computed to six decimal places), but such computation is not to be considered as part of the proposal for College Bonds.

The County reserves the right to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON TM3 NEWS SERVICES, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the College Bonds is postponed, an alternative sale date will be announced through TM3 New Services at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the College Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on www.tm3.com at the time the sale date and time are announced.

Within 30 minutes of the award of the College Bonds, the County must receive from the successful bidder an email or telecopy (an "Initial Public Offering Price Telecopy") stating the prices at which such successful bidder intends that each stated maturity of the College Bonds shall initially be offered to the public, which for this purpose excludes bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers (the "Initial Public Offering Prices"). The successful bidder shall make a bona fide initial public offering of the College Bonds at the Initial Public Offering Prices stated in their Initial Public Offering Price Telecopy.

The County Comptroller of the County may, up to 24 hours prior to the date of advertised sale of and within 4 hours after the award of the College Bonds, adjust the maturity schedule of the College Bonds in increments of \$1,000, provided however, that after the award of the College Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinance. **NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE COLLEGE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICES.** The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of College Bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County as stated herein. The County shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the College Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered. **The successful bidder may not withdraw its bid as a result of any such adjustment, and shall be bound by the terms thereof.**

It is expected that the College Bonds will be delivered to the successful bidder on or about September 19, 2019 at the Trenton, New Jersey offices of GluckWalrath LLP or at such other time or place mutually agreed upon by the purchaser and the County. **AT THE TIME OF DELIVERY OF THE COLLEGE BONDS, THE SUCCESSFUL BIDDER SHALL PROVIDE FOR THE PAYMENT FOR THE COLLEGE BONDS THROUGH THE USE OF IMMEDIATELY AVAILABLE FUNDS.** No interest will be paid upon the deposit made by the successful bidder.

Each electronic proposal must be submitted through PARITY. No bidder will see any other bid, nor will any bidder see the status of its bid relative to other bids—i.e., whether its bid is a leading bid. To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may call PARITY at IPREO at (212) 849-5021. The County may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically through PARITY. In the event that a bid for the College Bonds is submitted through PARITY, the bidder further agrees that the County may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the College Bonds, the interest rate or rates to be borne by the College Bonds, the term College Bonds, if any, specified, the initial public offering price of each maturity of the College Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for College Bonds" provided by the County and executed by a duly authorized signatory of the bidder. If a bid submitted electronically through PARITY is accepted by the County, the terms of the official "Proposal for College Bonds" and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the County, and the County shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the County or information provided by the bidder.

The County may choose to discontinue use of electronic bidding through PARITY by issuing a notification to such effect through TM3 News Services, or by other available means, no later than 4:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically through PARITY to the County, each bid will constitute an official "Proposal for College Bonds" and shall be deemed to be an irrevocable offer to purchase the College Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for College Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor IPREO shall have any duty or obligation to any bidder, or be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The County is using PARITY as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the College Bonds. By using PARITY each bidder agrees to hold the County harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the College Bonds.

Bidders should be aware of the following bidding details ("Bidding Details") associated with the sale of the College Bonds:

1. **BIDDERS MUST SUBMIT GOOD FAITH CHECK OR WIRE TRANSFER IN THE AMOUNT OF \$68,000 PAYABLE TO THE COUNTY OF OCEAN NO LATER THAN 11:15 a.m. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE COUNTY AT THE FOLLOWING ADDRESS:**

**Julie N. Tarrant, County Comptroller
County of Ocean
Department of Finance
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08754**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE COUNTY.

2. All Bids must be submitted through PARITY. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

3. All Bids for the College Bonds must be submitted on an "All or None" ("AON") basis.

4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the College Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. The proposed rate or rates of interest to be borne by the College Bonds shall not exceed five percent (5.00%). Not more than one rate may be named for the College Bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%). **Each proposal submitted must be for all of the College Bonds and the purchase price specified in the proposal must equal or exceed \$3,400,000, with a maximum bid price of \$3,672,000 (108%).** The College Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost (as such term is defined herein). The purchaser must also pay an amount equal to the interest on the College Bonds accrued to the date of payment of the purchase price.

5. Bidders are only permitted to submit Bids for the College Bonds during the bidding period.

Definitions

"Bid" any confirmed purchase offer received by PARITY on or before the proposal submission deadline.

"Bidder" any firm registered and approved for participation in sale.

“Winning Bid” any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest True Interest Cost that is acceptable to the County.

“True Interest Cost” or “TIC” computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery. The True Interest Cost serves as the basis for awarding bonds to winning Bidders.

The successful bidder may, at its option, refuse to accept the College Bonds if prior to their delivery any income tax law of the United States of America shall provide that the interest thereon is includable in gross income for federal income tax purposes, or shall be so includable at a future date. In such case the deposit made by the bidder shall be returned and it will be relieved of its contractual obligations arising from the acceptance of its proposal.

If the College Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of a bidder, any purchase of such insurance or commitment therefor shall be at the sole option and expense of the bidder and any increased costs of issuance of the College Bonds resulting by reason of such insurance, unless otherwise paid, shall be paid by such bidder. Any failure of the College Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the College Bonds.

Establishment of Issue Price

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Securities) will apply to the initial sale of the Securities (the “Competitive Sale Requirements”) because:

- (1) the Issuer shall disseminate this Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer may receive bids from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Securities to the bidder who submits a firm offer to purchase the Securities at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the Securities, as specified in the bid.

In the event that the Competitive Sale Requirements are not satisfied for the College Bonds, all bids will be rejected and the sale of the Bonds will be cancelled.

In the event that the Competitive Sale Requirements are satisfied, the winning bidder shall assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Securities, together with the supporting pricing wires or equivalent communications.

Sales of any Securities to any person that is a related party to an Underwriter shall not constitute sales to the Public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “Public” means any person other than an Underwriter or a related party,
- (ii) “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Securities to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Securities to the Public),
- (iii) a purchaser of any of the Securities is a “related party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if

both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "Sale Date" means the date that the Securities are awarded by the Issuer to the winning bidder.

All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Securities may be taken on behalf of the Issuer by the Issuer's financial advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's financial advisor or Bond Counsel.

It is anticipated that CUSIP identification numbers will be printed on the College Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the winning bidder thereof to accept delivery of and pay for the College Bonds. The County's financial advisor will request the CUSIPs and will provide CUSIP Global Services with the final details of the sale, including the identity of the winning bidder.

The purchaser shall be obligated to furnish to the County, when and if requested prior to the delivery of the College Bonds, such information requested by the County as shall be necessary to enable the County to determine the "issue price" of the College Bonds as defined in Section 1273 and 1274 of the Internal Revenue Code of 1986, as amended (the "Code").

A Preliminary Official Statement has been prepared and is available for viewing in electronic format on www.i-dealprospectus.com and may also be obtained from the County's financial advisor identified in the last paragraph of this Notice. The Preliminary Official Statement is deemed to be a final official statement, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the College Bonds and (b) amendment. The Preliminary Official Statement, as so revised, will constitute the final "Official Statement". By the submission of bids for the College Bonds, the successful bidder contracts for the receipt, within seven (7) business days of the award of the College Bonds, of two hundred (200) copies of the final Official Statement at the expense of the County, with any additional copies of the final Official Statement that the successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. In order to complete the final Official Statement, the successful bidder must furnish the following information to the County's financial advisor and Bond Counsel by email or facsimile transmission or overnight delivery received by the County's financial advisor and Bond Counsel within twenty-four (24) hours after the award of the College Bonds: (a) initial offering prices (expressed as a price, exclusive of accrued interest, or yield per maturity), and (b) any other material information necessary for the final Official Statement but not known to the County (such as the bidder's purchase of credit enhancement). In addition, the successful bidder must, if requested by the County, furnish a written confirmation of its bid.

The County will undertake to provide certain continuing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. A description of this undertaking is contained in the Preliminary Official Statement under the heading "CONTINUING DISCLOSURE".

The successful bidder will be furnished at the time the College Bonds are delivered with: (1) the opinion of GluckWalrath LLP, Trenton, New Jersey, in substantially the form set forth in the Preliminary Official Statement; and (2) certificates in form satisfactory to said law firm evidencing the proper execution and delivery of the College Bonds and receipt of payment therefor and the fact that the College Bonds will not be arbitrage bonds within the meaning of the Code; and (3) a certificate, dated as of the date of delivery of the College Bonds, and signed by the officers who signed the College Bonds, stating that no litigation is then pending or to the knowledge of such officers threatened to restrain or enjoin the issuance or delivery of the College Bonds or the levy or collection of taxes to pay the College Bonds or the interest thereon, or questioning the validity of the statutes or the proceedings under which the College Bonds are issued, and that neither the corporate existence or boundaries of the County nor the title of any of said officers to their respective offices, is being contested; and (4) the County's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Award of the College Bonds to the successful bidder or rejection of all bids is expected to be made within two (2) hours after announcement of the bids, but such successful bidder may not withdraw its proposal until after 5:30 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal.

Copies of the Preliminary Official Statement may be obtained from the County's financial advisor, PFM Financial Advisors LLC, 1735 Market Street, 43rd Floor, Philadelphia, PA 19103, Telephone 215-567-6100, Attention: Geoffrey Stewart.

DATED: August __, 2019

BY: /s/ Julie N. Tarrant
County Comptroller,
County of Ocean, New Jersey

Section 11. Delegation of Power to Award and Sell College Bonds. The County Comptroller is delegated on behalf of the County the power to award and sell the College Bonds to the successful bidder. The County Comptroller shall report the results of such sale in writing at the next meeting of the Board of Chosen Freeholders.

Section 12. Adjustment to Maturity Schedule. The County Comptroller is hereby delegated the authority (if the County Comptroller deems it to be in the best interests of the County) up to 24 hours prior to the date of advertised sale and within 4 hours after the award of the bonds, to adjust the maturity schedule of the College Bonds in increments of \$1,000, provided that (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinance. NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE COLLEGE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICE. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of College Bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County. Notice of any such adjustment shall be given to the successful bidder in the manner specified in the Notice of Sale. In the event of any such adjustment, the dollar amount (but not the interest rate or rates) bid by the successful bidder will be adjusted as provided in the Notice of Sale.

Section 13. Postponement of Sale. The County Comptroller is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the County) (i) to postpone from time to time the sale of the College Bonds from the date specified in the Notice of Sale (or, in the case of a rescheduled sale, from such rescheduled date), in each case upon not less than 24 hours' notice, and (ii) to reschedule such sale upon not less than 48 hours' notice. Notice of any such postponement and rescheduling shall be given in the manner specified in the Notice of Sale. In the event of any such postponement and rescheduling, the County Comptroller may (and shall, if required by the Local Bond Law) cause a revised Notice of Sale and/or a revised summary thereof to be prepared and published.

Section 14. Agreements with The Depository Trust Company. The Comptroller is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that this issue of the County's College Bonds will be eligible for deposit with DTC, and to satisfy any obligations undertaken in connection therewith.

Section 15. Authorization for Official Statement. The Comptroller, Chief Financial Officer, Clerk of the Board of Chosen Freeholders, auditor, bond counsel and other officers, agents and employees of the County are authorized to prepare and distribute information with respect to the County in connection with the sale of the College Bonds in such form as may be approved by the Comptroller. The preparation and distribution of a Preliminary Official Statement pertaining to the College Bonds is hereby authorized. The Comptroller is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Director of the Board of Chosen Freeholders, the County Administrator, the Chief Financial Officer and the Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a final official statement relating to the bonds, with such changes, revisions, insertions and omissions from the Preliminary Official Statement as may be approved by the Comptroller.

Section 16. Pledge of County. The full faith and credit of the County of Ocean in the State of New Jersey is hereby pledged for the payment of the principal of and interest on said College Bonds and said College Bonds shall be general obligations of the County payable as to principal and interest from *ad valorem* taxes which may be assessed on the taxable property within said County without limitation as to rate or amount.

Section 17. Investment of Proceeds of College Bonds. The County will make no use of the proceeds of the College Bonds which would cause the College Bonds to be arbitrage bonds; and the County hereby imposes on itself and all officers having custody or control of the proceeds of the College Bonds, throughout the term of the College Bonds, the obligation to comply with applicable requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Regulations Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2, and all other applicable regulations of the Internal Revenue Service, so that the College Bonds will not be or become arbitrage bonds.

Section 18. Tax Covenants. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the College Bonds, and for no other purpose, the County covenants to comply with each applicable requirement of the Code, applicable to the bonds, and the County covenants not to take any action or fail to take any action which would cause the interest on the College Bonds to lose the exclusion from gross income for federal income taxation purposes under Section 103 of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the Arbitrage Certificate and Letter of Instructions (the "Letter of Instructions") as to the Code delivered by Bond Counsel on the date of initial issuance and delivery of the College Bonds, as such letter may be amended from time to time, as a source of guidance for achieving compliance with the Code.

The County covenants and agrees with the holders of the bonds that the County shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the College Bonds, would cause the bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148, respectively, of the Code, or any successor provision.

Section 19. Bonds Not Federally Guaranteed. The County covenants that it will take no action which would cause the College Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

Section 20. Designation of Paying Agent; Acceptance. TD Bank, National Association, Cherry Hill, New Jersey, is hereby designated to act as Paying Agent for the College Bonds. The County may at any time or from time to time by supplemental resolution appoint one or more other Paying Agents for such College Bonds. Each Paying Agent shall be a bank, trust company or national banking association doing business and having its principal office in the State of New Jersey, having trust powers, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the County a written acceptance thereof.

Section 21. Responsibilities of Paying Agent. The recitals of fact herein and in the College Bonds contained shall be taken as the statements of the County and the Paying Agent assumes no responsibility for the correctness of the same. The Paying Agent does not make any representations as to the validity or sufficiency of this Resolution or of any bonds issued hereunder or in respect of the security afforded by this Resolution, and shall not incur any responsibility in respect thereof. The Paying Agent shall not be under any responsibility or duty with respect to the issuance of the bonds or the application of the proceeds thereof or the application of any moneys paid to the County or others in accordance with this Resolution. The Paying Agent shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any action or suit in respect of this Resolution or the bonds, or to advance any of its own moneys, unless properly indemnified. The Paying Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or default.

Section 22. Funds Held in Trust. All moneys held by the Paying Agent, as such, at any time pursuant to the terms of this Resolution shall be and hereby are assigned, transferred and set over unto the Paying Agent in trust for the purposes and under the terms and conditions of the Resolution.

Section 23. Evidence on Which the Paying Agent May Act. The Paying Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion, bond, or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Whenever the Paying Agent shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an employee or officer of the County stating the same, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution in reliance thereon, but in its discretion the Paying Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by or on behalf of the County to the Paying Agent shall be sufficiently executed if executed by an employee or officer of the County.

Section 24. Compensation and Expenses. Unless otherwise provided by contract with the Paying Agent, the County shall pay to the Paying Agent from time to time reasonable compensation for all services rendered by it hereunder, and also reimbursement for all its reasonable expenses, charges, legal and engineering fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties hereunder. The County shall indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or default.

Section 25. Ownership of Bonds. The Paying Agent may become the owner of or may deal in bonds as fully and with the same rights it would have if it were not the Paying Agent.

Section 26. Resignation. The Paying Agent or any successor thereof may at any time resign and be discharged of its duties and obligations created by this Resolution by giving not less than sixty days' written notice to the County and mailing notice thereof, specifying the date when such resignation shall take effect, to the bondholders. Such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the County or bondholders as herein provided, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 27. Removal. The Paying Agent, or any successor thereof, may be removed at any time by the holders of a majority in principal amount of the bonds then outstanding, excluding any bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed and duly acknowledged by such bondholders or by their attorneys duly authorized in writing and delivered to the County. The County may remove the Paying Agent at any time, for such cause as shall be determined in the sole discretion of the County by filing with the Paying Agent an instrument signed by an officer of the County and by mailing notice thereof to bondholders.

Section 28. Appointment of Successor. In case the Paying Agent, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Paying Agent or of its property shall be appointed, or if any public officer shall take charge or control of the Paying Agent or of its property or affairs, a successor may be appointed by the holders of a majority in principal amount of the bonds then outstanding, excluding any bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed by such bondholders or their attorneys duly authorized in writing and delivered to such successor Paying Agent, notification thereof being given to the County and the predecessor Paying Agent. Pending such appointment, the County shall forthwith appoint a Paying Agent to fill such vacancy until a successor Paying Agent (if any) shall be appointed by bondholders as herein authorized. The County shall mail notice to bondholders of any such appointment within twenty days after such appointment. Any successor Paying Agent appointed by the County shall, immediately and without further act, be superseded by a Paying Agent appointed by the bondholders. If in a proper case no appointment of a successor Paying Agent shall be made pursuant to the foregoing provisions of this Section within forty-five days after the Paying Agent shall have given to the County written notice of resignation as provided in Section 26 hereof or after the occurrence of any other event requiring or authorizing such appointment, the Paying Agent or any bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Paying Agent. Any Paying Agent appointed under the provisions of this Section shall be a bank or trust company or a national banking association, doing business and having its principal office in the State of New Jersey and authorized by law to perform all the duties imposed upon it by this Resolution.

Section 29. Transfer of Rights and Property to Successor. Any successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and also to the County, an instrument accepting such appointment, and thereupon such successor Paying Agent without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Paying Agent, but the Paying Agent ceasing to act shall nevertheless, on the written request of the County or of the successor Paying Agent, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Paying Agent all the right, title and interest of the predecessor Paying Agent in and to any property held by it under this Resolution, and shall pay over, assign and deliver to the successor Paying Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the County be required by such successor Paying Agent for more fully and certainly vesting in and confirming to such successor Paying Agent any such moneys, estates, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the County. Any such successor Paying Agent shall promptly notify the other Paying Agent of its appointment as such Paying Agent.

Section 30 Merger or Consolidation. Any company into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Paying Agent or a court of competent jurisdiction may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Paying Agent without the execution or filing of any paper or the performance of any further act; provided that such company shall be a bank or trust company or national banking association which is qualified to be a successor to the Paying Agent under Section 28 hereof and shall be authorized by law to perform all the duties imposed upon it by this Resolution.

Section 31. Continuing Disclosure. A Continuing Disclosure Certificate in substantially the following form is hereby approved, and the County Comptroller is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the County in substantially such form, with such insertions and changes therein as the County Comptroller may approve, such approval to be evidenced by his/her execution thereof:

(Form of Continuing Disclosure Certificate for the Bonds)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the County of Ocean, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$ _____ principal amount of its College Capital Improvement Bonds, Series 2019 (the "Bonds"). The Bonds are being issued pursuant to a Bond Ordinance (the "Ordinance") duly adopted by the Board of Chosen Freeholders of the Issuer (the "Board") on June 6, 2019, and a resolution duly adopted by the Board on _____, 2019 (the "Resolution"). The Bonds are dated September __, 2019 and shall mature on September 1 in the years 2020 through 2024, inclusive. The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Continuing Disclosure Information" shall mean: (i) the Annual Report; (ii) any notice required to be filed with the Repositories pursuant to Section 5 hereof; and (iii) any notice of an event required to be filed with the Repositories pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Bonds Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"National Repository" shall mean the MSRB, through the internet facilities of EMMA, or any other public or private repository or entity that shall hereafter be designated by the SEC as a repository for purposes of the Rule.

"Official Statement" shall mean the Official Statement of the County, dated _____, 2019, relating to the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" or "Repositories" shall mean each National Repository and each State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Exchange Act, as the same may be amended from time to time.

"SEC Release" shall mean Release No. 34-59062, of the SEC, dated December 5, 2008.

"State" shall mean the State of New Jersey.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the SEC. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2019, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change to MSRB. Any and all items that must be

included in the Annual Report may be incorporated by reference from other information that is available to the public on the MSRB's Internet Web site, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A, in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated _____, 2019 prepared in connection with the sale of the Bonds, under the captions: "Schedule of Bond and Note Maturities", "Tax Information", "Ocean County Leading Tax Ratables - 2019", "County of Ocean Statement of Statutory Debt Condition June 5, 2019", "List of Authorized Debt as of June 5, 2019" and "Debt Ratios".

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability. Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or others material events affecting the tax status of the Bonds;
7. modifications to rights of Bondholders, if material;
8. Bond Calls, if material and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes.
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having

supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect Bondholders, if material; and
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which a disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall, in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer

shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or wilful misconduct. The obligations of the Issuer under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2019

COUNTY OF OCEAN, NEW JERSEY

By: _____
Julie N. Tarrant, County Comptroller

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: County of Ocean, New Jersey

Name of Bond Issue: \$ _____ College Capital Improvement Bonds, Series 2019

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2019. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, 20__

COUNTY OF OCEAN, NEW JERSEY

By: _____
Name:
Title:

Section 32. Defeasance. (A) If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owner of all bonds the principal and the redemption premium, if applicable, and the interest due or to become due thereon at the times and in the manner stipulated therein and in this Resolution, then, at the option of the County, the pledge of the County contained herein and all covenants, agreements and other obligations of the County to the owners of the bonds thereupon shall cease, shall terminate, shall become void and shall be discharged and satisfied. In such event and upon the request of the County, any paying agent shall pay over or shall deliver to the County all moneys, funds or securities held by them pursuant to this Resolution that are not required for the payment of the principal of or premium and interest due or to become due on the bonds. If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owners of all outstanding bonds of a particular maturity the principal of and the redemption premium, if any, and interest due or to become due thereon, at the time and in the manner stipulated therein and in this Resolution, such bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and all covenants, agreements and obligations of the County to the owners of such bonds shall thereupon cease, shall terminate and shall become void and be discharged and satisfied.

(B) Bonds or interest installments for the payment or the redemption of which moneys shall have been deposited with any bank, trust company or national banking association serving as escrow agent (the "Escrow Agent") by or on behalf of the County whether at or prior to the maturity or the redemption date of such bonds, shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section. All outstanding bonds or any maturity of the bonds shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section if (1) in case any of such bonds are to be redeemed on any date prior to their maturity, the County shall have given to the Escrow Agent irrevocable instruction to publish notice of redemption of such bonds on such date, (2) there shall have been deposited with the Escrow Agent either moneys in an amount that shall be sufficient or direct obligations of the United States of America or securities unconditionally guaranteed as to the timely payment by the United States of America not redeemable at the option of the issuer the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient, to pay when due the principal and any redemption premium and the interest due and to become due on such bonds on and prior to the redemption date or the maturity date thereof, as the case may be, and (3) in the event such bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the County shall have given the Escrow Agent in form satisfactory to it irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven (7) days between publications, in a publication devoted primarily to financial news or the subject of state and municipal bonds and published in the City of New York or in New Jersey a notice to the owners of such bonds that the deposit required by clause (2) above has been made with the Escrow Agent and that such bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for payment of the principal of and the redemption premium, if any, on such bonds. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any advance refunding of the bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

Section 33. Application of Proceeds. The proceeds of the sale of the bonds shall be paid to the Treasurer of Ocean County College and shall be paid out only in accordance with the provisions of N.J.S.A. 18A:64A-19, except that amounts representing original issue premium, investment earnings and/or accrued interest may be remitted to the State Treasurer in accordance with the provisions of N.J.S.A. 18A:64A-22.7.

Section 34. Effective Date. This Resolution shall take effect upon adoption hereof.

The foregoing resolution was adopted by the following vote:

AYES:
NAYES:

CERTIFICATE

I, Mary Ann Cilento, Clerk of the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the County duly called and held on August 21, 2019 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the County this ____ day of _____, 2019.

Mary Ann Cilento, Clerk of the Board of Chosen Freeholders

[SEAL]

RESOLUTION

August 21, 2019

WHEREAS, the Department of Juvenile Services, Ocean County Youth Services Commission has received notice from the New Jersey Juvenile Justice Commission to submit an Updated Comprehensive County Youth Services Plan to apply for January 2020 - December 2020 funds; and

WHEREAS, the notice for funding from the JJC Comprehensive County Funding which includes the State/Community Partnership Program, the Family Court Services Program, has been received; and

WHEREAS, these funds shall be allocated for the purpose of providing services for the Department of Juvenile Services, Youth Services Commission, for the period of January 1, 2020 through December 31, 2020 in the amounts of:

| | |
|---|--------------|
| State/Community Partnership Program Grant | \$380,417.00 |
| Family Court Services Program Grant | \$338,792.00 |

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the Freeholder Director and Clerk of the Board are hereby authorized and directed to execute the 2020 Updated Comprehensive County Funding Application to the New Jersey Department of Law and Public Safety, Juvenile Justice Commission.

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the NJ Juvenile Justice Commission, the County Administrator, County Department of Finance, County Auditor, County Department of Juvenile Services and the Ocean County Youth Services Commission Administrator.

RESOLUTION

August 21, 2019

WHEREAS, the United States Bureau of the Census is required by the United States Constitution to conduct a census of the nation's population every ten years; and

WHEREAS, an accurate and complete population and housing unit count is extremely important to the residents and local governments of Ocean County and the State of New Jersey; and

WHEREAS, the County of Ocean continues to participate in preliminary census activities with the United States Bureau of the Census (U.S. Census Bureau) and Ocean County municipalities to help insure that an accurate population and housing unit count is carried out for the upcoming Census 2020; and

WHEREAS, per Resolution dated March 6, 2019, Ocean County has established a Complete Count Committee to provide the U.S. Census Bureau, Ocean of Ocean, and its municipalities with advice and technical assistance in continuing preparatory programs, outreach and publicity efforts, educate and motivate individuals to participate and generally provide effective communication and information on Census 2020 to the communities and residents of Ocean County; and

WHEREAS, per the attached Trademark License Agreement between the U.S. Census Bureau and the County of Ocean, the U.S. Census Bureau has registered the 2020 Census logo with the U.S. Patent and trademark Office as a trademark; and

WHEREAS, the County of Ocean and its Complete Count Committee members desire to use the 2020 Census logo on 2020 Census materials to promote the Census within the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute a Trademark License Agreement with the U.S. Census Bureau to receive a non-exclusive, royalty-free right to use the 2020 Census logo for promotional materials related to the 2020 Census.
2. As this License is not assignable, this Agreement would pertain to representatives of Ocean County.
3. The Agreement shall take effect on the date of execution and shall terminate two years from the date of its signature by both parties.
4. The Freeholder Director and Planning Director are hereby authorized and directed to execute any necessary subsequent related documents, including any additional Agreements to carry out Census 2020 activities and promotions.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Ocean County Administrator, Ocean County Planning Director, County Public Information Director, and the United States Bureau of the Census.

RESOLUTION
August 21, 2019

WHEREAS, in order to ensure the safety of the residents of Ocean County, there is a need for a Prosecutor's Program for Traffic Safety; and

WHEREAS, there is a need to provide Officers for this Project; and

WHEREAS, Officers are available through the municipalities within the County of Ocean; and

WHEREAS, funds for these services are available within the 2019 Budget under the appropriation entitled Prosecutor's Program (FAST).

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. Participating Municipalities will enter into a Shared Services Agreement outlining the Prosecutor's Program (FAST) from January 1, 2019 to December 31, 2019.
2. A copy of said Agreement will be kept on file within the Office of the County Clerk of the Board.
3. The Municipalities participating in the Program are listed on Annex A attached to this Resolution.
4. The Prosecutor's Program (FAST) Officers will be assigned by the Municipalities based upon availability of Officers.
5. Each Prosecutor's Program (FAST) Officer must maintain a current certification with the N.J. Police Training Commission, which will be verified by the Ocean County Prosecutor's Office.
6. The hourly rate paid to the officers is fifty five (\$55) dollars per hour, with a minimum of four hours per callout. Upon exceeding four hours officers will be compensated for each additional hour worked at the aforementioned rate.

BE IT FURTHER RESOLVED, Freeholder Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be made available to the Office of the Prosecutor, County Auditor, Department of Finance, and the attached listing of participating Municipalities.

Annex A

Service Services Agreements

Prosecutor's Program

(F.A.S.T.)

Participating Municipalities:

Township of Barnegat

Borough of Beachwood

Township of Berkeley

Township of Brick

Township of Jackson

Township of Lacey

Borough of Lakehurst

Township of Lakewood

Township of Little Egg Harbor

Township of Long Beach

Township of Manchester

Township of Ocean

Borough of Pine Beach

Borough of Point Pleasant

Borough of Seaside Heights

Township of Stafford

Borough of South Toms River

Township of Toms River

RESOLUTION

August 21, 2019

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith; and

WHEREAS, the County entered into an Intergovernmental Agreement on February 20, 2019 with the **Township of Stafford** for some type of road maintenance, road overlay, hauling of sweepings in the amount of \$20,000 for the Road Department and \$10,000.00 for the Engineering Department.

WHEREAS, the **Township of Stafford** wishes to enter into an Amendatory Agreement with the County for an increase in the amount of \$120,000, not to exceed \$90,000 in total for the Road Department and \$60,000.00 in total for the Engineering Department.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

| <u>Department</u> | <u>Original Amount</u> | <u>Increased Amount</u> | <u>Not to Exceed</u> |
|-------------------|------------------------|-------------------------|----------------------|
| Roads | \$20,000.00 | \$70,000.00 | \$90,000.00 |
| Engineering | \$10,000.00 | \$50,000.00 | \$60,000.00 |

That the Director and Clerk of the Board are hereby authorized and directed to execute a 2019 Amendatory Agreement with the **Township of Stafford**, an increase in the amount of \$120,000.00, not to exceed \$90,000.00 in total for the Road Department and \$60,000.00 in total for the Engineering Department, increasing the total amount not to exceed \$150,000.00, pending State Approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" --Roads account #016-170-4632, and Engineering Account #016-185-4633.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to the Township of Stafford, Ocean County Road Department, Ocean County Engineering Department, County Auditor, and the Department of Finance.

RESOLUTION 2019-196

RESOLUTION OF THE TOWNSHIP OF STAFFORD, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AN AMENDMENT TO THE "SCHEDULE C" AGREEMENT WITH THE COUNTY OF OCEAN FOR ENGINEERING SERVICES AND ROAD DEPARTMENT SERVICES FOR THE YEAR 2019

WHEREAS, the Inter local Services Act, N.J.S.A. 40:8A-1 et seq. authorizes the Township of Stafford to enter into a contract of the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 408A-4 requires that such a contract be authorized by resolution; and

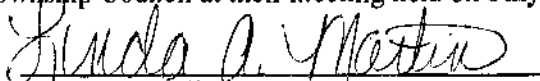
WHEREAS, it is the desire of the Governing Body to amend the agreement with the County of Ocean for the provision of services, materials, equipment and maintenance with the Ocean County Road Department and the Ocean County Engineering Department.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Stafford, County of Ocean, State of New Jersey, as follows:

1. That the Governing Body hereby authorizes the amendment of the agreement with the County of Ocean, for the provision of services, materials, equipment and maintenance with the Ocean County Road Department in the amount of \$90,000.00 and the Ocean County Engineering Department in the amount of \$60,000.00, not to exceed \$150,000.00.
2. That the Mayor and Municipal Clerk are hereby authorized to amend the agreement with the County of Ocean for the provision of services, materials, equipment and maintenance with the Ocean County Road Department in the amount of \$90,000.00 and the Ocean County Engineering Department in the amount of \$60,000.00 for the year 2019, not to exceed \$150,000.00.
3. That a copy of the amended contract agreement referenced herein shall be kept on file and made available for public inspection at the Municipal Clerk's Office during normal business hours.
4. That a copy of this Resolution shall be forwarded to the Ocean County Board of Chosen Freeholders, the Ocean County Road Department, the Ocean County Engineering Department, Douglas Gannon, Chief Financial Officer for the Township of Stafford, and to George Yockachonis, Superintendent of Public Works.

CERTIFICATION

I, **LINDA MARTIN**, Municipal Clerk of the Township of Stafford, do hereby certify that the foregoing Resolution was duly adopted by the Stafford Township Council at their meeting held on **July 16th, 2019**.



**Linda A. Martin, RMC
Municipal Clerk
Stafford Township**

RESOLUTION

August 21, 2019

WHEREAS, the County of Ocean has previously submitted a Consolidated Plan and Annual Action Plan for funding; and

WHEREAS, said Plans have been approved for funding by the United States Department of Housing and Urban Development; and

WHEREAS, the County of Ocean created and established the Ocean County CDBG Housing Rehabilitation Program for the purpose of providing financial assistance to low and moderate income households for the correction of health and safety violations and for rehabilitation of qualified improvements to their principal place of residence; and

WHEREAS, the Ocean County Department of Planning is charged with the responsibility of overseeing the program; and

WHEREAS, the program guidelines provide that applicants approved for funding by the Ocean County Department of Planning must execute a Deferred Loan Agreement with the Ocean County Board of Chosen Freeholder; and

WHEREAS, the maximum amount of any deferred loan issued through the Ocean County CDBG Housing Rehabilitation Program shall not exceed **\$20,000.00** per dwelling unit; and

WHEREAS, funding has been allocated to the Ocean County CDBG Housing Rehabilitation Program for deferred loans.

NOW, THEREFORE BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS**, of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute a Deferred Loan Agreement on behalf of the Board with the following individual(s) for the amount set forth below:

| | | |
|------------------------|---------------------|--------------------|
| Recipient: | Knapp, Joan | |
| Account/Amount: | 905-155-9159 | \$11,550.00 |
| Total: | | \$11,550.00 |

In the event unforeseen conditions arise requiring additional work or reduction in work contemplated under the construction agreement which is incorporated in the approved deferred loan agreement and there is insufficient time to present the matter directly to the Board, the Ocean County Planning Department shall be authorized to approve said modifications to the deferred loan agreement(s) approved above. In such cases, the modification to the deferred loan(s) shall be reported promptly to the Board for approval at its next scheduled Board meeting.

2. The Board of Chosen Freeholders further accepts and approves the Construction Agreement executed between the individual/s set forth above and their selected contractor and said construction agreement is made apart of each Deferred Loan Agreement.

PAGE 2

3. The Board of Chosen Freeholders further authorizes the Director and Clerk of the Board to execute legal instruments as required consummating the intent of this resolution.

4. Certified copies of this Resolution shall be forwarded to the Ocean County Department of Planning and the Ocean County Treasurer.

5. **BE IT FURTHER RESOLVED THAT** the appropriate County official is hereby authorized to endorse and cancel the Mortgage Note on record upon receipt of verification that the Deferred Loan has been satisfied.

6. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

RESOLUTION

August 21, 2019

WHEREAS, the County of Ocean has previously submitted a Consolidated Plan and Annual Action Plan for funding; and

WHEREAS, said Plans have been approved for funding by the United States Department of Housing and Urban Development; and

WHEREAS, the County of Ocean created and established the Ocean County CDBG Housing Rehabilitation Program for the purpose of providing financial assistance to low and moderate income households for the correction of health and safety violations and for rehabilitation of qualified improvements to their principal place of residence; and

WHEREAS, the Ocean County Department of Planning is charged with the responsibility of overseeing the program; and

WHEREAS, the program guidelines provide that applicants approved for funding by the Ocean County Department of Planning must execute a Deferred Loan Agreement with the Ocean County Board of Chosen Freeholder; and

WHEREAS, the maximum amount of any deferred loan issued through the Ocean County CDBG Housing Rehabilitation Program shall not exceed \$20,000.00 per dwelling unit; and

WHEREAS, due to unforeseen circumstances, namely to correct additional code and safety violations in the dwelling, it is necessary to exceed the program cap; and

WHEREAS, funding has been allocated to the Ocean County CDBG Housing Rehabilitation Program for deferred loans.

NOW, THEREFORE BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS**, of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute a Deferred Loan Agreement on behalf of the Board with the following individual(s) for the amount set forth below:

| | | |
|------------------------|-------------------------|--------------------|
| Recipient: | Petro, Gloria A. | |
| Account/Amount: | 905-155-9200 | \$25,250.00 |
| Total: | | \$25,250.00 |

In the event unforeseen conditions arise requiring additional work or reduction in work contemplated under the construction agreement which is incorporated in the approved deferred loan agreement and there is insufficient time to present the matter directly to the Board, the Ocean County Planning Department shall be authorized to approve said modifications to the deferred loan agreement(s) approved above. In such cases, the modification to the deferred loan(s) shall be reported promptly to the Board for approval at its next scheduled Board meeting.

2. The Board of Chosen Freeholders further accepts and approves the Construction Agreement executed between the individual/s set forth above and their selected contractor and said construction agreement is made apart of each Deferred Loan Agreement.

PAGE 2

3. The Board of Chosen Freeholders further authorizes the Director and Clerk of the Board to execute legal instruments as required consummating the intent of this resolution.

4. Certified copies of this Resolution shall be forwarded to the Ocean County Department of Planning and the Ocean County Treasurer.

5. **BE IT FURTHER RESOLVED THAT** the appropriate County official is hereby authorized to endorse and cancel the Mortgage Note on record upon receipt of verification that the Deferred Loan has been satisfied.

6. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being C2019-118.

RESOLUTION

August 21, 2019

WHEREAS, the County of Ocean has previously submitted a Consolidated Plan and Annual Action Plan for funding; and

WHEREAS, said Plans have been approved for funding by the United States Department of Housing and Urban Development; and

WHEREAS, the County of Ocean created and established the Ocean County CDBG Housing Rehabilitation Program for the purpose of providing financial assistance to low and moderate income households for the correction of health and safety violations and for rehabilitation of qualified improvements to their principal place of residence; and

WHEREAS, the Ocean County Department of Planning is charged with the responsibility of overseeing the program; and

WHEREAS, the program guidelines provide that applicants approved for funding by the Ocean County Department of Planning must execute a Deferred Loan Agreement with the Ocean County Board of Chosen Freeholder; and

WHEREAS, the maximum amount of any deferred loan issued through the Ocean County CDBG Housing Rehabilitation Program shall not exceed **\$20,000.00** per dwelling unit; and

WHEREAS, due to unforeseen circumstances, namely to correct additional code and safety violations in the dwelling, it is necessary to exceed the program cap; and

WHEREAS, funding has been allocated to the Ocean County CDBG Housing Rehabilitation Program for deferred loans.

NOW, THEREFORE BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS, of the COUNTY OF OCEAN, STATE OF NEW JERSEY** as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute a Deferred Loan Agreement on behalf of the Board with the following individual(s) for the amount set forth below:

| | | |
|------------------------|---------------------------|--------------------|
| Recipient: | Gerlich, Frederick | |
| Account/Amount: | 905-155-9159 | \$541.14 |
| Account/Amount: | 905-155-9178 | \$21,358.86 |
| Total: | | \$21,900.00 |

In the event unforeseen conditions arise requiring additional work or reduction in work contemplated under the construction agreement which is incorporated in the approved deferred loan agreement and there is insufficient time to present the matter directly to the Board, the Ocean County Planning Department shall be authorized to approve said modifications to the deferred loan agreement(s) approved above. In such cases, the modification to the deferred loan(s) shall be reported promptly to the Board for approval at its next scheduled Board meeting.

2. The Board of Chosen Freeholders further accepts and approves the Construction Agreement executed between the individual/s set forth above and their selected contractor and said construction agreement is made apart of each Deferred Loan Agreement.

PAGE 2

3. The Board of Chosen Freeholders further authorizes the Director and Clerk of the Board to execute legal instruments as required consummating the intent of this resolution.

4. Certified copies of this Resolution shall be forwarded to the Ocean County Department of Planning and the Ocean County Treasurer.

5. **BE IT FURTHER RESOLVED THAT** the appropriate County official is hereby authorized to endorse and cancel the Mortgage Note on record upon receipt of verification that the Deferred Loan has been satisfied.

6. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

RESOLUTION

August 21, 2019

WHEREAS, the County of Ocean has previously executed and entered into a Deferred Loan Agreement with **Georgann Healey**, whose principal address is **172 Westbrook Drive, Berkeley Twp, New Jersey 08757** and under the Ocean County CDBG Housing Rehabilitation Program for the purpose of correcting health and safety violations and construction of qualified rehabilitation improvements; and

WHEREAS, the Ocean County Board of Chosen Freeholders previously executed a Deferred Loan Agreement, Mortgage and Mortgage Notes on **December 6, 2017**; and

WHEREAS, the Ocean County Board of Chosen Freeholders previously executed a modification of said Deferred Loan Agreement, Mortgage and Mortgage Note on **April 18, 2018**; and

WHEREAS, due to unforeseen circumstances, namely to correct additional code and safety violations in the dwelling, it is necessary to exceed the program cap; and

WHEREAS, the Director of the Ocean County Department of Planning together with Affordable Housing Administrators, the program administrator, has recommended that the above referenced Deferred Loan Agreement be modified again to increase the loan by **\$9,850.00** to equal a total loan of **\$21,825.00**; and

WHEREAS, the Director of the Ocean County Planning Department and Affordable Housing Administrators, further recommend that the Mortgage and Mortgage Note be modified to reflect the loan increase.

NOW, THEREFORE BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS**, of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** as follows:

1. The Freeholder Director and Clerk of the Board are authorized and directed to execute the Mortgage and Mortgage Note Modification Agreement and the Deferred Loan Agreement Modification attached hereto on behalf of the Ocean County Board of Chosen Freeholders for the amount set forth below:

| | | |
|------------------------|---------------------|-------------------|
| <u>Account/Amount:</u> | <u>905-155-9200</u> | <u>\$9,850.00</u> |
| Total: | | \$9,850.00 |

2. Certified copies of this resolution shall be made available to the Ocean County Department of Planning and the Ocean County Treasurer.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being C2017-124.

RESOLUTION

August 21, 2019

WHEREAS, Ocean County Board of Chosen Freeholders established an Ocean County Complete Count Committee by Resolution on March 6, 2019; and

WHEREAS, the Committee will provide assistance to the US Census Bureau, the County of Ocean and its municipalities to work towards an accurate population count during the 2020 Census; and

WHEREAS, the US Census Bureau defines the Complete Count Committee as a community and government partnership, comprised of a broad spectrum of government and community leaders from educational institutions, businesses, healthcare, other community and service organizations, and the media, and

WHEREAS, the Complete Count Committee will develop and implement a 2020 Census awareness campaign based upon members' local knowledge, to outreach particularly to those communities with historically low response rates to the Census; and

WHEREAS, the Complete Count Committee will develop and implement a plan to provide assistance for completion of Census questionnaires and to provide effective communication and information to the communities and residents of Ocean County; and

WHEREAS, several County departments, agencies and organizations target specific population segments or are involved in public outreach activities which would assist in Census outreach activities.

NOW, THEREFORE, BE IT RESOLVED, by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, that the following individuals are hereby appointed to the Ocean County Complete Count Committee:

Ocean County Departments

| | |
|---------------------|---|
| Anthony M. Agliata | Ocean County Planning Department |
| Donna Flynn | Ocean County Public Information |
| Dana Lancellotti | Ocean County Business Development & Tourism |
| Linda Murtagh | Ocean County Board of Social Services |
| Tracy Maksel, Ph.D. | Ocean County Board of Human Services |
| Susan Quinn | Ocean County Library |
| Maria La Face | Ocean County Office of Senior Services |
| Daniel E. Regenye | Ocean County Health Department |

Federal, State and Municipal Representatives

| | |
|----------------------|--|
| Andy Kim | Congressman, U.S. House of Representatives NJ CD-3 |
| William W. Curtis | Bay Head Borough |
| Ronald F. Roma, Jr. | Beachwood Borough |
| Carmen F. Amato, Jr. | Berkeley Township |
| John G. Ducey | Brick Township |
| Michael J. Pasternak | Eagleswood Township |
| Steve Doyle | Island Heights Borough |
| Timothy McDonald | Lacey Township |
| Menashe Miller | Lakewood Township |
| Barbara Jo Crea | Little Egg Harbor Township |
| Kenneth T. Palmer | Manchester Township |

| | |
|--------------------|-------------------------|
| E. Laurence White | Mantoloking Borough |
| Paul J. Kennedy | Ocean Gate Borough |
| Lawrence W. Cuneo | Pine Beach Borough |
| Robert A. Sabosik | Point Pleasant Borough |
| Anthony Vaz | Seaside Heights Borough |
| Robert W. Matthies | Seaside Park Borough |
| Gregory E. Myhre | Stafford Township |
| David Roberts | Toms River Township |

Community, Agency, Business, and Non-Profit Organizations

| | |
|-----------------------|--|
| Jon Larson, Ph.D | Ocean County College |
| Rabbi Bentzy Treisser | Beth Medrash Govoho Yeshiva |
| Iraida Ruiz de Porras | Christ United Methodist Church |
| Karen Hershey | Greater Toms River Chamber of Commerce |
| Lori Pepenella | Southern Ocean County Chamber of Commerce |
| Diane Streichert | Ocean County Board of Realtors |
| Lynette Whiteman | Caregiver Volunteers of Central Jersey |
| Sarah Sternbach | Lakewood Resource and Referral Center |
| Jim Sigurdson | Meals on Wheels |
| Channell Wilkins | O.C.E.A.N. Inc. |
| Lydia Valencia | Puerto Rican Congress |
| Wendy Saunders | Saint Francis Center |
| Mike McNeill | STEPS (Solutions to End Poverty Soon) |
| Moshe Zeines | Lakewood News Network |
| Jennifer Shufran | MMCSC Foundation |
| Michele Morrison | Southern Ocean Medical Center |
| Jason A. Kreitnier | Hackensack Meridian Health, Ocean Medical Center |

BE IT FURTHER RESOLVED that:

1. Members shall serve without salary or other compensation for a term expiring on April 30, 2021.
2. Members may appoint alternates to serve in their place as necessary.
3. The Freeholder Director and Planning Director are hereby authorized and directed to execute any necessary subsequent related documents, to carry out Census 2020 activities and promotions.
4. Copies of this resolution shall be sent to the County Administrator, County Planning Director, Census 2020 Complete Count Committee Appointees and the United States Bureau of the Census.

RESOLUTION

August 21, 2019

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, that effective September 1, 2019 all the authority and responsibilities of the Director of the Department of Vehicle Services shall be transferred to Business Manager, Brian W. McCarthy, at a salary of \$114,000 and in accordance with NJAC 4A:3-3.1(c) shall be referred to as Director.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the County Administrator, Director of Employee Relations, Chief Financial Officer, Director of Vehicle Services and NJ Civil Service Commission.

**No Associated
Documents**

**No Associated
Documents**



COUNTY OF OCEAN
DEPARTMENT OF FINANCE

JULIE N. TARRANT
County Comptroller & CFO

CATHY A. ERNST
Assistant Comptroller

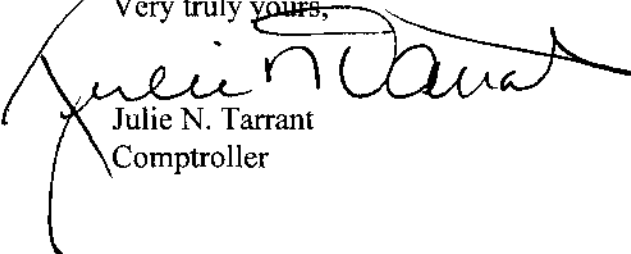
August 16, 2019

Board of Chosen Freeholders
Ocean County Administration Building
Toms River, New Jersey 08754

Dear Board Members:

Accompanying this letter, you will find a copy of the Master Payroll for the payment of all employees of the County of Ocean, setting forth the amounts to be paid on August 21, 2019. This is for the payroll period of July 25, 2019 through August 7, 2019, and for the payroll period of August 8, 2019 through August 21, 2019. These payments were made in accordance with the Resolution passed by your Board on June 21, 1972.

Very truly yours,



Julie N. Tarrant
Comptroller

JNT/mb
Pay 19-17
Pd. 08/21/2019

RECEIVED
2019 AUG 19 A 11:23
CLERK OF THE BOARD
OF CHOSN FREEHOLDERS

COUNTY OF OCEAN, NJ
DEPARTMENT OF FINANCE
MASTER PAYROLL CERTIFICATION


08/16/19

AMOUNT \$ 5,331,873.07

PERIOD FROM: July 25, 2019 TO: August 7, 2019
FROM: August 8, 2019 TO: August 21, 2019

| FUND | BANK # | CHECK # | AMOUNT |
|------|--------|---------|--------------|
| 016 | 01 | wire | 4,599,802.40 |
| 630 | 24 | 24- | 0.00 |
| 905 | 26 | 26-2099 | 5,774.07 |
| 209 | 67 | 67-1958 | 697,522.09 |
| 210 | 68 | 68-3467 | 23,289.15 |
| 207 | 73 | 73-1523 | 1,193.60 |
| 201 | 83 | N/A | 0.00 |
| 225 | 97 | 97-1627 | 4,491.76 |

Julie N. Tarrant being duly sworn according to law, upon her oath, depose and says that the within County Payroll has been examined by her and has approved the amount of wages for each person as submitted by the various Department Heads.


 Julie N. Tarrant, Comptroller


Received by the Board of Chosen Freeholders

Clerk of the Board

**No Associated
Documents**

MEMORANDUM

To: Members of the Board of Chosen Freeholders

From: Carl W. Block, County Administrator 

Date: August 1, 2019

Subject: **Summary of Pre-Board Meeting of July 31, 2019**

Copies to: MaryAnn Cilento, Clerk of the Board
Keith J. Goetting, Director, Employee Relations
Michael J. Fiure, Assistant County Administrator

Freeholder Director Virginia Haines opened the meeting at 4:00 PM and read the Statement of Compliance with the Open Public Meetings Act. The Clerk of the Board called the roll.

Present:
Freeholder Director Virginia Haines
Freeholder Deputy Director John P. Kelly
Freeholder Gerry P. Little
Freeholder Gary Quinn
Freeholder Joseph H. Vicari

Carl W. Block, County Administrator
Christine Allen, Recording Secretary
MaryAnn Cilento, Clerk of the Board
Michelle Gunther, Deputy Clerk of the Board
Keith J. Goetting, Director of Human Resources
Michael J. Fiure, Assistant County Administrator
John Ernst, County Engineer
Julie N. Tarrant, Comptroller/CFO
John C. Sahradiuk, Jr., County Counsel

Anthony Agliata spoke about a proposed referendum question for November 5, 2019 that will ask voters if they desire to amend the Ocean County Natural Lands Trust Fund for acquisition, development and maintenance costs for recreational and Historic preservation purposes. The NLTF currently allocates 1.2 cents per \$100 of assessed land for the open space tax. There will be NO increase to taxpayers. The question only expands the use of the existing Trust Fund. In the past 22 years, the OC NLTF has purchased 25,282 acres and permanently preserved 53 farms totaling 3,338 acres.

Mr. Agliata told the Board that many other Counties in the State have approved this, as well as 15 municipalities within Ocean County. Freeholder Kelly mentioned the importance of this referendum. Carl Block said the inventory of new property available for open space acquisition is dwindling, so the monies could be used to maintain properties already acquired. Open Space acquisition remains the number one priority.

Freeholder Vicari spoke about the National Flood Insurance Program, which consists of a redesigned risk system which will comply with existing statutory caps on premium increases. New rates will be announced in April 2020, and rates will go into effect October 1, 2020. The Board of Chosen Freeholders desire the National Flood Insurance Program be extended but to provide affordable rates and sensible coverage to property owners. The Freeholders urge legislators and FEMA to fully consider and balance what impact the implementation of Risk Rating 2.0 would have on affordability.

Freeholder Vicari discussed the importance of the upcoming 2020 Census. The kickoff meeting will be held on August 7, 2019. The Census has taken place every 10 years since 1790. An accurate count of residents is critical to Ocean County's infrastructure, ensuring proper federal and state funding for such programs as education, senior services, public health, transportation, and grants.

Mr. Ernst reviewed the items listed on the attached Engineering Department agenda, which included the reconstruction of Manchester Avenue from Alpine Street to Western Blvd. in Lacey Township (CR 10), and the construction of the traffic signal at the intersection of Prospect Street and Massachusetts Avenue in Lakewood. Mr. Ernst also discussed the replacement of a deteriorated pipe on Hooper Avenue in Toms River, and requested a change order for the repair of the Beaver Dam Bridge in Point Pleasant. There were no questions or comments and all items will be listed on the Board Agenda for the August 7, 2019 Board meeting.

Ms. Cilento reviewed the Clerk of the Board's agenda for the Board meeting of August 7, 2019. There were no questions or comments.

In response to a phone call from a County resident, Mr. Block explained an amendment to the Ocean County Wastewater Management Plan which was approved by the DEP in December 2015, which has recently been advertised. The proposed amendment does not address potable water service, and does not mandate additional development of any kind-and certainly not high density development in environmentally sensitive areas. In fact it is a State mandated clarification of rules for septic systems which will actually reduce the quantity of units to be developed. **Public Statement is Attached.

Freeholder Director Haines asked the Board members for comments.

Freeholder Vicari spoke about the possible addition to Ocean County College to accommodate the OC Vo-Tec Engineering Program.

Ms. Cilento read the resolution to move to closed session.

On a motion by Freeholder Vicari, seconded by Freeholder Quinn, the meeting moved to Closed Session at 4:41pm for personnel discussion, appointments, reappointments, property acquisition and possible litigation. The motion was unanimously carried.

The meeting returned to Open Session at 4:59pm. There being no further business, on a motion by Freeholder Quinn, seconded by Freeholder Little, the meeting adjourned at 5:00pm.

CWB/ca

Ocean County Wastewater Management Plan – PUBLIC STATEMENT

The ShoreNewsNetwork.Com July 29, 2019 article titled, “Ocean County Freeholders Plan to Expand Lakewood, Jackson Water Systems Would Allow for More High Density Development” contains a number of inaccuracies.

Ocean County’s Wastewater Management Plan was approved by the DEP in December of 2015. In November of 2016, the State’s Water Quality Rule was amended to include additional requirements. In December of 2017, Ocean County submitted to the DEP a proposed amendment which would bring the plan into compliance with these updated requirements. This proposed amendment included recommendations for environmental protection based on septic analyses for two sub-watersheds (HUC11s)—one in Lakewood and one in Jackson. The DEP concluded its review, and the DEP wrote and issued a Public Notice on April 15, 2019.

For the sub-watershed in Lakewood, the proposed amendment recommends the following mitigation strategies:

1. Developers seeking to develop parcels located outside of the sewer service area should apply for amendments to include their proposed development in the sewer service area.
2. Lakewood Township should develop a plan to connect all existing development that is currently on septic inside the sewer service area.

For the sub-watershed in Jackson, the proposed amendment recommends the following mitigation strategies:

1. The Fountainhead Mobile Home Park Extension and the Tomaron commercial area should be added to the sewer service area.
2. The County should pursue acquisition of open space through the NLTF program.
3. Existing residential areas adjacent to the sewer service area in this sub-watershed should connect to sanitary sewers.
4. Jackson Township should adopt a municipal ordinance requiring all new commercial development in this sub-watershed to connect to local sewers.

The components of Ocean County’s proposed amendment to its WMP are provided in full on the DEP’s website.

Contrary to the assertions of the article in question:

1. The proposed amendment addresses potential septic discharge issues in localized areas of Lakewood and Jackson. The recommendations apply to these areas only, and not to the entire municipalities. These mitigation strategies were the product of extensive discussions with the DEP and the municipalities themselves.
2. The proposed amendment does not address potable water service.
3. The proposed amendment does not mandate additional development of any kind—and certainly not high density development in environmentally sensitive areas.

REVISED - FINAL

ENGINEERING DEPARTMENT AGENDA

Pre-Board Meeting of: 7/31/19

For Board Meeting of: 8/7/19

RECOMMEND ADVERTISEMENT

1. Reconstruction of Manchester Avenue (C.R. 10) from Alpine Street to Western Boulevard (C.R. 85), Township of Lacey
2. Construction of Traffic Signal at the Intersection of Prospect Street and Massachusetts Avenue, Township of Lakewood

MISCELLANEOUS

1. Bond Release Resolution.
2. Resolution authorizing Earle Asphalt Company to do an emergency replacement of the existing 40" x 31" aluminum drainage pipe with two 24" HDPE pipes located along Hooper Avenue in Toms River Township, New Jersey due to deterioration of the existing pipe, to maintain the integrity of the roadway and drainage system and protect the health, welfare and safety of the public.
3. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$14,530.00 to Keegan Technology & Testing Associates, Inc. D/B/A Key Tech for Material Sampling, Inspection and Testing Services for the Construction of Horizontal Curve High Friction Surface Treatment, Berkeley, Lacey, Ocean and Plumsted Townships.
4. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$1,500.00 to Allstate Title Agency, LLC for Title Binder and Commitment/Insurance and Search Services in conjunction with project 1043 TS-Road 63 Burnt Tavern Road at Van Zile Road and Greenbriar Boulevard, Brick Township.
5. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$8,360.00 to Counsellors Title Agency, Inc. for Title Binder and Commitment/Insurance and Search Services in conjunction with project 1133 on Route 547/639, Hope Chapel Road, Road 44, Miller Road-2019, Lakewood Township.
6. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$3,270.00 to Advanced Infrastructure Design, Inc. for additional work for Material Sampling, Inspection and Testing Services for the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2017D.
7. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$19,776.23 to Dynamic Traffic, LLC for On-Call Traffic Engineering Professional Services under Contract PP2018-60 for additional services for Traffic Signal Contract 2018A, Timing Optimization for Lacey Road and Traffic Signal Warrant Analysis and Design for a Proposed Traffic Signal at Railroad Avenue and Lacey Road, Lacey Township.

8. Amend Motion authorized to acquire right-of-way and/or easement(s) by gift, purchase, exchange or condemnation for the purpose of the Traffic Signal Construction project, Road 86, Vermont Avenue at Road 83, Locust Street, Lakewood Township (four parcels).
9. Amend Motion authorized to acquire right-of-way and/or easement(s) by gift, purchase, exchange or condemnation for the purpose of roadway widening along Route 527, County Road 24, Cedar Swamp Road and Route 638, County Road 40, West Freehold Road, Jackson Township (twenty-two parcels).

MOTION

July 31, 2019

BE IT RESOLVED, THAT A CLOSED SESSION WILL BE HELD AT THIS TIME TO DISCUSS:

| | |
|-----------------------|---|
| Personnel | Leaves of absence, change of position, titles and updates on filling of positions and promotional appointments. |
| Appointments | Emergency Management Council |
| Reappointments | None at this time |

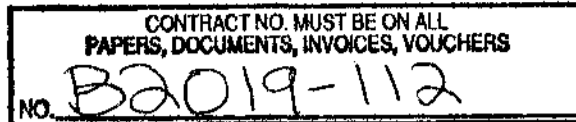
BE IT FURTHER RESOLVED THAT THE MINUTES OF THIS MEETING WILL BE MADE AVAILABLE TO THE PUBLIC UPON FINAL ACTION BEING TAKEN IN ACCORDANCE WITH THE PROVISIONS OF SAID LAW.

MOTION

August 21, 2019

On motion duly made, seconded and carried, the plans and specifications for the **Construction of Traffic Signal Upgrades, Contract 2019B, Brick Township** were approved and the proper officers of the Board were authorized and directed to advertise.

**No Associated
Documents**



RESOLUTION

August 21, 2019

WHEREAS, on July 9, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of VEHICLE AND VEHICLE OPERATING PERSONNEL FOR SUPPLEMENTARY REMOVAL OF SNOW AND ICE for the County of Ocean; and

WHEREAS, at the advertised time, one response was received from the following bidder:

Name of Bidder

A & M Harrison Construction Co., Inc.

Address of Bidder

353 East Pleasant Grove Rd.
Jackson, NJ 08527
(732) 928-3082

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the sole qualified rate per hour for the various vehicle classes be accepted, namely that of, A & M Harrison Construction Co., Inc. No Bids were received for Items No. 3 and 4. Recommendation is made to reject Item No. 1 as unresponsive. All no bid and rejected bid items will not be rebid as they are no longer needed.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into contracts, accepting bids for the furnishing and delivery of Vehicle and Vehicle Operating Personnel for Supplementary Removal of Snow and Ice for the County of Ocean, for the contract period from date of award through August 20, 2021, a period of two (2) years or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

A & M HARRISON CONSTRUCTION CO., INC., for two (2) items, to wit:
ITEMS NO. 2 and 5.

2. The acceptance made in Paragraph 1, is made with the understanding that the successful bidder will enter into a written contract for the faithful performance of their bid.

3. Payments for the services to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-112.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, County Road Supervisor, and A & M Harrison Construction Co., Inc. the successful bidder.

Proposal for the furnishing and delivery of **VEHICLE AND VEHICLE OPERATING PERSONNEL FOR SUPPLEMENTARY REMOVAL OF SNOW AND ICE** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

PRICE SCHEDULE

| Item # | Description | Unit of Meas. | Hourly Rate |
|---------------|---|----------------------|--------------------|
| ✓ / 1 | CLASS A - Trucks 5-9 Cubic Yard Capacity | HR | \$ <u>148</u> |
| ✓ / 2 | CLASS B/C - Trucks 10-16+ Cubic Yard Capacity with a MINIMUM 10' Plow Attached | HR | \$ <u>190</u> |
| 3 | CLASS D - Graders | HR | \$ _____ |
| 4 | CLASS E - Loaders | HR | \$ _____ |
| ✓ / 5 | Line item for Sand Spreaders | HR | \$ <u>25.00</u> |

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. B2019-117

RESOLUTION

August 21, 2019

WHEREAS, on July 16, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of MOTOR VEHICLE: NEW TRACTOR TRUCK for the County of Ocean; and

WHEREAS, at the advertised time, one response was received from the following bidder:

Name of Bidder

Bergey's Trucks, Inc. dba
Bergey's Truck Centers

Address of Bidder

5 Crossroads Dr.
Trenton, NJ 08691
(609) 586-3333

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the sole qualified bid, according to specifications, namely that of, BERGEY'S TRUCKS, INC. DBA BERGEY'S TRUCK CENTERS be accepted.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract accepting the bid for the furnishing and delivery of Motor Vehicle: New Tractor Truck for the County of Ocean, for the contract period from date of award through August 20, 2020, a period of one (1) year or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

BERGEY'S TRUCKS, INC. DBA BERGEY'S TRUCK CENTERS for ten (10) items, to wit:

ITEMS NO. 1, 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h and 1i.

For a Total Lump Sum Award of \$1,232,457.00.

This vendor has extended this contract to County Cooperative Contract System Participants.

2. Payments for the equipment to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. WHEREAS, funds for the equipment and services shall be available within the following funding Sources: Solid Waste Management and Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-117.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Solid Waste Management, Vehicle Services and Bergey's Trucks, Inc. dba Bergey's Truck Centers, the successful bidder.

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL**

| <u>GENERAL</u> | <u>COMPLIANCE</u> | |
|--|--------------------------|------------------|
| | <u>YES</u> | <u>NO</u> |
| Model year 2020 or newer, Mack GR64FT Tractor | <u>✓</u> | _____ |
| Tractor with 5 th wheel and trailer connections | <u>✓</u> | _____ |
| Designed to pull lowboy and walking floor trailers | <u>✓</u> | _____ |
| On-Off Highway Class A unlimited operation on concrete, asphalt with a maximum 3% grade; limited operation on maintained gravel/packed dirt with a maximum 8% grade; and limited operation on concrete or asphalt with a maximum 8% grade. No operation on un-maintained surfaces. | <u>✓</u> | _____ |
| Three (3) axles, 80,000 lbs. max GVWR | <u>✓</u> | _____ |
| Tractor shall have axle forward configuration | <u>✓</u> | _____ |
| Frame rails: 11.81" x 3.54" x .44" steel section modulus 23.5 cu. in.; RBM 2,820,000 in. lbs. per rail | <u>✓</u> | _____ |
| Wheelbase: 205" with 135" CA (cab to axle) | <u>✓</u> | _____ |
| Platform: 191 LP; 56" AF used with 205" wheelbase | <u>✓</u> | _____ |
| <u>ENGINE AND TRANSMISSION</u> | | |
| Engine: Mack MP8-445C – 445 HP @ 1400-1700 RPM, 1760 lb. ft. torque @ 1050-1300 RPM. | <u>✓</u> | _____ |
| Engine must comply with the latest Federal/EPA emissions standards. | <u>✓</u> | _____ |
| Exhaust after-treatment system with a particulate filter and passive regeneration | <u>✓</u> | _____ |
| Vertical exhaust stack and full length bright finish heat shield (under-frame exhaust NOT ACCEPTABLE) | <u>✓</u> | _____ |
| Transmission: Allison 4500RDS automatic transmission with synthetic lubricant | <u>✓</u> | _____ |
| Transmission must have PTO provision | <u>✓</u> | _____ |
| <u>ENGINE EQUIPMENT</u> | | |
| Air Compressor: Meritor/Wabco 318, 18.7 CFM | <u>✓</u> | _____ |
| Bendix Westinghouse air governor mounted on firewall | <u>✓</u> | _____ |
| Alternator: Delco 12V 145A (24S1) | <u>✓</u> | _____ |
| Batteries: Three (3) 12V M/F 1000/3000 CCA threaded stud type | <u>✓</u> | _____ |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)**

| <u>ENGINE EQUIPMENT (Cont'd)</u> | <u>COMPLIANCE</u> | |
|---|--------------------------|------------------|
| | <u>YES</u> | <u>NO</u> |
| Silicone heater and radiator hoses | ✓ | |
| Coolant protection to -34° F | ✓ | |
| Engine Retarder: Mack Power Leash Engine Retarder | ✓ | |
| Engine Block Heater: Gomack (Phillips) 1500 watt, 120 volt; includes oil pan heater | ✓ | |
| Shall have tether devices for oil filler cap, overflow tank cap, battery box cover and power steering reservoir cap | ✓ | |
| DPF, Cleartech one DPF/SCR right hand side under cab exhaust after-treatment system, selective catalyst reduction and diesel particulate filter integrated with bright finish cover | ✓ | |
| Corrosion resistant oil pan | ✓ | |
| Fuel-water separator: Mack with manual drain valve (integral with primary fuel filter) | ✓ | |
| Aluminum core radiator | ✓ | |
| <u>TRANSMISSION EQUIPMENT AND DRIVELINES</u> | | |
| Aluminum transmission bell housing | ✓ | |
| Must have transmission oil cooler, NO EXCEPTIONS | ✓ | |
| Driveshaft center bearing guard | ✓ | |
| Driveline, Main and inter-axle: Spicer Extended Life/Extended Lube series with coated splines | ✓ | |
| <u>CAB</u> | | |
| Integral heater-defroster and air conditioner | ✓ | |
| CA68 conventional cab with 4-point mounting system with two (2) air bags and shocks at rear | ✓ | |
| Shall have a chassis cab certified weight as built before any add-ons | ✓ | |
| Emergency triangle reflector kit and first aid kit | ✓ | |
| Shall include pyrometer, transmission oil temperature application, manifold pressure, air application gauge | ✓ | |
| Five-pound fire extinguisher between left hand seat base and door with valve aimed rearward | ✓ | |
| Cab lights: B/F bullet type LED identification/clearance lights | ✓ | |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)**

| <u>CAB (Cont'd)</u> | <u>COMPLIANCE</u> | |
|---|--------------------------|------------------|
| | <u>YES</u> | <u>NO</u> |
| Grille: Bright finish with black background | ✓ | |
| Headlamp bezel: molded plastic bright finish | ✓ | |
| Horn: Single trumpet air horn, roof mounted | ✓ | |
| Lights: LED taillights to include reverse light and license plate light | ✓ | |
| Hood and fenders: fiberglass | ✓ | |
| Instrument panel: brushed nickel | ✓ | |
| Slate gray interior | ✓ | |
| Padded headliner with integral overhead header console with storage | ✓ | |
| Rear panel with storage pouch | ✓ | |
| Black rubber floor mats with closed cell nitrile backing | ✓ | |
| Dash panel and firewall covering | ✓ | |
| Cup holders, driver and passenger side, HVAC mounted | ✓ | |
| Gauge panel with black bezels | ✓ | |
| Padded door insert panel | ✓ | |
| Driver's side and passenger's side sun visor | ✓ | |
| Driver's seat with vinyl sides and full fabric seat and back | ✓ | |
| Rider's seat: bucket, manual | ✓ | |
| Tilt and telescoping steering column | ✓ | |
| Peep window on right hand side | ✓ | |
| Self-cancelling turn signals | ✓ | |
| Heated windshield | ✓ | |
| Undercoating applied under cab and frame rails | ✓ | |
| Additional dash-mounted switches for PTO and work lights | ✓ | |
| Mirror brackets: extended for 102" width trailers | ✓ | |
| Exterior mirrors: Stylized Aero "West Coast" style left hand and right hand bright finish, motorized and heated, integral convex mirrors. Fender mirrors mounted on hood. | ✓ | |
| Radio: AM/FM CD with weather band channel | ✓ | |
| Auto shut-off for radio when vehicle put into reverse | ✓ | |
| Driver's seat: Air suspension Hi-back driver's seat with armrest | ✓ | |
| Rider's seat: Non-suspension with seat belt and integral storage compartment | ✓ | |

✓ ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)

| | <u>COMPLIANCE</u> | |
|--|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| <u>CAB (Cont'd)</u> | | |
| Seat belts/retractors: Orange lap and shoulder, cab mounted with adjustable D-ring for driver's and rider's seats | ✓ | |
| Exterior fiberglass sun visor to match paint color of cab | ✓ | |
| Power windows and door locks | ✓ | |
| Standard position windshield washer reservoir | ✓ | |
| <u>FRAME EQUIPMENT AND FUEL TANK</u> | | |
| Front bumper: Steel, extended, with center tow pin | ✓ | |
| Cross members, back of cab highway severe heavy duty | ✓ | |
| Front mud flaps: Auxiliary splash protection on front wheel | ✓ | |
| Stainless steel ¼ fenders, Betts mud flap bracket with conspicuity feature, anti-spray mud flaps | ✓ | |
| 6.6 gallon DEF tank with cover | ✓ | |
| Fuel tanks: 88 gallon unpainted, aluminum fuel tank mounted on left hand side | ✓ | |
| Bright finish steps and straps, with access to area behind cab guard, including grab handles | ✓ | |
| Holland FW35 ILS Air Slide 5 th wheel w/left hand release | ✓ | |
| Tractor Access Package including step provided for back of cab access and deck plate between frame rails. Step and hand rail on driver's side. | ✓ | |
| A hydraulic hose hanger shall be installed in a way that allows the hydraulic hoses to be safely coiled while not in use. There shall be dummy hydraulic end couplers installed where the end fittings of the hydraulic hoses can plug into after coiling; this will prevent damage to the fittings and hoses as well as protect from contamination. | ✓ | |
| <u>FRONT AXLE EQUIPMENT, WHEELS AND TIRES</u> | | |
| Front axle: 18,000 lb. Mack FXL18 wide-pivot center heavy duty taper leaf springs | ✓ | |
| Front tires: Two (2) 11R24.5 Bridgestone H R260F tubeless radial 16 ply | ✓ | |
| Front wheels: Steel disc 10-hole 24.5 x 8.25 hub piloted, pre-finished in white | ✓ | |
| One (1) full size spare tire mounted to wheel shall be included | ✓ | |
| Front hubs: Ferrous | ✓ | |
| Front brakes: Meritor Air Disc Brakes | ✓ | |
| Front brake drums, cast outboard mounted | ✓ | |
| Haldex automatic front slack adjusters | ✓ | |
| Front springs: Mack taper-leaf, heavy duty 18,000 lbs. ground load rating, NO EXCEPTIONS | ✓ | |
| Steering: TRW THP60 integral power steering | ✓ | |

✓ ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)

| | <u>COMPLIANCE</u> | |
|--|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| <u>REAR AXLE EQUIPMENT, WHEELS AND TIRES</u> | | |
| Rear Axle and Suspension: 52,000 lb. dual reduction carrier, NO EXCEPTIONS | ✓ | |
| Rear tires: Eight (8) Bridgestone tubeless radial, M843 11R24.5, 16 ply | ✓ | |
| Rear wheels: 10-hole steel disc, 11R24.5 x 8.25 hub piloted, 11 ¼" bolt circle, pre-finished in white | ✓ | |
| One (1) full size spare tire mounted to wheel shall be included | ✓ | |
| Rear axle carrier and ratio: Mack Malleable CRDP150/151, 3.56 ratio | ✓ | |
| Rear hubs: Ferrous | ✓ | |
| Rear brakes: Bendix ES165-07D cam 16.5" x 7" | ✓ | |
| Rear brake drums, cast outboard mounted | ✓ | |
| Haldex automatic rear slack adjusters | ✓ | |
| Rear suspension: Mack S52 52,000 lb. capacity with anti-sway springs | ✓ | |
| Power divider lock-out option with light and buzzer | ✓ | |
| Stemco Voyager oil seals | ✓ | |
| <u>AIR BRAKE SYSTEM</u> | | |
| Trailer connections with 15' air hoses and electrical lines | ✓ | |
| Air dryer: Bendix heated air dryer AD-IP series | ✓ | |
| Bendix anti-lock brake system | ✓ | |
| Automatic drain valve: Bendix (Heated) (1) On supply (wet) tank manual drain valve lanyard, lanyard control on all tanks with manual drain valves, aluminum air reservoirs | ✓ | |
| <u>ELECTRICAL</u> | | |
| Back-up alarm: Pollak 41-722 constant audible, mounted on rear cross member | ✓ | |
| Battery disconnect switch with rotary handle near battery box | ✓ | |
| Battery shock pads, battery box mounted emergency start studs | ✓ | |
| Bright finish battery box covers | ✓ | |
| Electric circuit protection package: 12 volt with circuit breakers (Headlamp circuit SAE Type I; all other circuits SAE Type II) | ✓ | |
| Negative ground system | ✓ | |

✓ ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)

| <u>ELECTRICAL (Cont'd)</u> | <u>COMPLIANCE</u> | |
|--|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| Electrical connections shall be waterproof (sprayed with Glyptol or equal) | ✓ | |
| Headlights: Auxiliary, dash control and power supply for local installation of auxiliary headlamps | ✓ | |
| Signal flasher type: Self-cancelling transistorized turn signal, Federal Mogul #250 | ✓ | |
| Body builder connector switch to adapt to the manufacturer's body builder switch | ✓ | |

PAINT

| | | |
|---|---|--|
| Cab exterior paint – Single color to be determined at time of order. Solid Waste Management Department "Light Chestnut", PPG paint code #03956PP MUST be available. Clear coat shall be applied at factory. | ✓ | |
| Cab interior shall be painted to match cab exterior | ✓ | |
| Chassis running gear paint shall be black urethane | ✓ | |

VEHICLE ELECTRONICS

| | | |
|---|---|--|
| Tamper resistance | ✓ | |
| Hand throttle control | ✓ | |
| Engine protection system, engine shutdown and warning with manual override switch | ✓ | |

INSTALLED EQUIPMENT

| | | |
|--|---|--|
| Supply and install wet line to operate low boy trailer, standard frame dump trailer and walking floor trailer. Controls in cab, hot shift air shift PTO (Chelsea) hydraulic pump, air operated dual pressure control valve (D182PP2PCCO). Must use extra-high-pressure hydraulic hose rated to 3,500 PSI. Spin-on filter #HMK05, 35 gallon aluminum hydraulic oil tank mounted back of cab in front of cabguard, install 1" x 120" hoses mounted on tractor with Parker #6100 series wing style or Parker #6600 quick-disconnect fittings to be used. Complete air shift control for the hydraulic pump. | ✓ | |
| Supply and install Protech aluminum diamond plate cabguard with two (2) locking chain hangers, two (2) chain trays, jailbird window, center mount toolbox with sloped aluminum diamond plate lid, round LED work lights inside corner of cabguard, one (1) each side facing rear. Install grab handle at convenient location for operator use. Furnish the hose holder under window/above toolbox. | ✓ | |

✓ ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)

| <u>INSTALLED EQUIPMENT</u> (Cont'd) | <u>COMPLIANCE</u> | |
|---|--------------------------|------------------|
| | <u>YES</u> | <u>NO</u> |
| Install rotary tarp switch in cab, install breaker and two-wire cable to trailer with #SBC4175GY two-prong connector. | ✓ | |
| 1" thick steel plate at rear for low bed operation. | ✓ | |

WARRANTY

| | | |
|--|---|--|
| Basic coverage 12 months/100,000 miles standard warranty | ✓ | |
| Air conditioning: 12 months | ✓ | |
| Driveline, rear axle, front drive axle, steer axle: 36 months/350,000 miles | ✓ | |
| Carrier and axle housing: 36 months/300,000 miles | ✓ | |
| Trunnion bracket: 36 months/300,000 miles | ✓ | |
| Frame rail/cross members: 36 months/300,000 miles | ✓ | |
| Engine coverage including air compressor, bearings, crankshaft, diesel particulate filter assembly, EGR components, harnesses, ECU, EGR, turbocharger, gaskets, seals, O-rings, flywheel, exhaust manifold, oil cooler, water pump, power steering pump, oil pan starter, thermostat, valve assembly, etc: 24 months/250,000 miles | ✓ | |
| Emission component list including but not limited to the after-treatment control module, diesel particulate filter, diesel oxidation catalyst, after-treatment wiring harness (DPF & SCR), charge air cooler, EGR cooler, EGR valve, exhaust gas piping and selective catalytic reduction (SCR) and injectors: 60 months/100,000 miles | ✓ | |
| Submit warranty details with bid | ✓ | |

ACCESSORIES

| | | |
|---|---|--|
| Complete set of filters: oil, air, fuel and hydraulic | ✓ | |
| Reflector and first aid kit | ✓ | |
| Fire Extinguisher | ✓ | |

✓ ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)

COMPLIANCE

YES NO

ACCESSORIES (Cont'd)

Three (3) complete sets of Chassis Manufacturers' mechanics' "shop", service and troubleshooting manuals for chassis, engine, transmission, optional equipment, mounted equipment, final drives and accessories, including hydraulics and wiring diagrams. Service manuals must be of softbound book type or CD ROM

✓

Three (3) complete sets of Chassis Manufacturer's "shop" parts manuals for chassis and final drives, optional equipment, mounted equipment and accessories, including wiring diagrams. Parts manuals must be of softbound book type or CD ROM

✓

One (1) set on Manufacturer's Line Setting Sheets for Chassis, mounted equipment and optional equipment per vehicle ordered

✓

OPTIONS:

✓ **1A. Full Fender Upgrade**
Aluminum Diamond Plate Full Fenders with Steel Tubing and Extra Heavy Duty Mounting Brackets, Bolted to Frame with Stainless Steel Bolts, Nuts and Washers

✓

✓ **1B. Whelen Liberty Solo II 48" Strobe Bar**
Strobe light bar all amber with takedowns on front and alley lights on sides to be seen over the air horns

✓

✓ **1C. Strobe/LED Lights Mounted in Headlights**

✓

✓ **1D. Extended Warranty Coverage**
(5-Year/250,000 Miles) for Engine Including Turbocharger, Exhaust Emission System, Transmission and Rear Carriers to Begin at the Expiration of the Standard Warranty Coverage

✓

✓ **1E. Road Department Paint Color Scheme**
Dupont 4357A – School Bus Yellow from the bottom of the windows down. Academy Blue #5240 from the bottom of the windows up to and including cab roof and back, on hood from bottom of windshield to a point on the hood to make a "V" and match the Road Department fleet. (Note: Not all vehicles will be painted this way)

✓

✓ **1F. Paint Colors Not Included In Standard Color Charts**

✓

ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)

| | | |
|--|--------------------------|------------------|
| | <u>COMPLIANCE</u> | |
| | <u>YES</u> | <u>NO</u> |

OPTIONS: (Cont'd)

✓ 1G. Diagnostic Tools / Test Equipment

- | | | | |
|----|--|---|--|
| 1. | Successful bidder may be required to supply between one (1) to three (3) complete sets of test/diagnostic/ programming equipment (i.e. laptop, software, cabling, and adapters) and special tools required to perform the full range of diagnostic and maintenance actions necessary to maintain vehicle operability. This equipment will cover the vehicle chassis, engine, transmission, brakes, hydraulics, and all additional equipment (if applicable). | ✓ | |
| 2. | All laptop computers will be of the newest available technology and have sufficient storage and memory to operate all required software. | ✓ | |
| 3. | Provide a list of all test/diagnostic/programming equipment and special tools being supplied at the time of bid. | ✓ | |
| 4. | All software installations and activations will be completed by the successful bidder at no cost to the County. | ✓ | |
| 5. | All technical issues relating to test/diagnostic/programming equipment and special tools shall be resolved by the successful bidder at no cost to the County for a period of five (5) years from the acceptance of the equipment. | ✓ | |
| 6. | All technical issues relating to test/diagnostic/programming equipment and special tools shall be resolved by the successful bidder at no cost to the County for a period of five (5) years from the acceptance of the equipment | ✓ | |
| 7. | Training shall be provided on all items in this section at a County location. | ✓ | |

✓ 1H. Two-Way Radio Power and Wiring Requirements for New Vehicles

For the purpose of installing two-way radios into new County vehicles and equipment, the following power and wiring components shall be included:

1. #12 AWG RED wire connected to 12VDC Battery Source rated at 20 Amps.
2. #12 AWG BLACK wire connected to chassis ground.
3. #16 AWG YELLOW wire connected to 12VDC Ignition Sense rated at 5 Amps.

These wires shall be encased in plastic wire loom and routed from their source into the cab of the vehicle and secured in the vicinity of the operator. The wiring harness shall be clearly labeled "TWO-WAY RADIO". The wires shall be unterminated. The 12VDC sources shall be protected from making contact with grounded metal surfaces.

| | |
|---|--|
| ✓ | |
|---|--|

ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)

COMPLIANCE

YES **NO**

✓ 11. Technical Support

Technical Support is to be provided by factory authorized technical representatives and is to be the original equipment Manufacturer's industry standard technical presentation in a classroom setting.

✓ _____

The support provided shall be at the journeyman/equipment technician level and should address limited theory, fault diagnosis and repair pertaining specifically to the equipment supplied under this specification.

✓ _____

Technical support may be requested in the following areas:

1. Engine (cooling, fuel, ignition, lubrication systems) – 1 day at each location.
2. Transmission – 1 day at each location
3. Electrical – 1 day at each location
4. Brakes – 1 day at each location
5. Hydraulic system (dump body, spreader, snow plow) – 1 day at each location
6. Upfitter (dump body, sweeper, etc.) – 1 day at each location

✓ _____

A technical representative(s) shall be made available for a total of 180 training/support hours (anticipated to be scheduled in six (6) hour blocks). Shorter training days will be allowed only with consent of Vehicle Services. The total training hours will be required to be provided and no additional compensation will be considered. The actual time to be spent on each area will be by mutual agreement of the Vehicle Services Department and the successful bidder.

✓ _____

For the purposes of determining materials and other training costs, class size is anticipated to be comprised of six (6) to ten (10) Vehicle Services Department personnel. Actual class size will be determined by the Vehicle Services Department at the time the classes are scheduled.

✓ _____

Before the training is scheduled, Vehicle Services and the contractor will agree on the scope of the training, and the type and quantity of manuals, etc. that are necessary for proper coverage.

✓ _____

BERGEY'S TRUCKS INC. DBA BERGEY'S TRUCK CENTERS

✓ ITEM #1 – MODEL YEAR 2020 OR NEWER, MACK GR64FT TRACTOR, AS SPECIFIED, OR EQUAL (CONT'D)

| | |
|-------------------|-----------|
| <u>COMPLIANCE</u> | |
| <u>YES</u> | <u>NO</u> |

**✓ II. OPTIONS: (Cont'd)
Technical Support (Cont'd)**

Technical Support for Vehicle Services may be provided at the following fleet maintenance facility location as scheduled by a Vehicle Services Department representative:

- a. Toms River, 152 Chestnut Street, Toms River, N.J. 08753 (Two (2) sessions will be provided at this location. One beginning at 7 am and another beginning at 1:30 pm)
- b. Manahawkin, 379 Haywood Road, Bldg. 109, Manahawkin, N.J. 08050

Technical Support for other Departments will be held at a location within Ocean County. The requesting Department will notify the successful bidder of the location.

Training at the successful bidder's site, rather than the designated locations, will be by mutual consent only.

Technical support will be requested and scheduled on an as needed basis up to but not exceeding the 180 hours total during a period not to exceed twelve (12) months from the date of placing the last unit in service.

| | | |
|---|-------|-------|
| ✓ | _____ | _____ |
| ✓ | _____ | _____ |
| ✓ | _____ | _____ |
| ✓ | _____ | _____ |

BERGEY'S TRUCKS INC. DBA BERGEY'S TRUCK CENTERS

Proposal for the furnishing and delivery of **MOTOR VEHICLE: NEW TRACTOR TRUCK** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

- YES () - NO

PRICE SCHEDULE

| <u>Item #</u> | <u>Description</u> | <u>Qty. Bid</u> | <u>Max. Qty.</u> | <u>Unit of Meas.</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---------------|---|-----------------|------------------|----------------------|--------------------|------------------------|
| ✓ 1- | Model Year 2020 or Newer, Mack GR64FT Tractor, As Specified, or Equal Year, Mfr., Model: <u>2020 MACK GR64F</u> Engine: <u>MACK MP8 445 horsepower 13 liter</u> Transmission: <u>Allison 4500 RDS</u> Delivery, A.R.O.: <u>240 days or less</u> Warranty: <u>2 years or 250,000 miles</u> REMARKS: <u>No Exceptions 100% Compliant</u> <u>OPTIONS:</u> | 1 | 6 | EA | <u>\$ 173,980.</u> | <u>\$ 1,043,880.00</u> |
| ✓ 1a | Full Fender Upgrade, As Specified | 1 | 6 | EA | <u>\$ 5,650.</u> | <u>\$ 33,900.00</u> |
| ✓ 1b | Whelen: Liberty Solo II 48" Light Bar, As Specified | 1 | 6 | EA | <u>\$ 4,365.</u> | <u>\$ 26,190.00</u> |
| ✓ 1c | Strobe/LED Lights Mounted in Headlights | 1 | 6 | EA | <u>\$ 780.</u> | <u>\$ 4,680.00</u> |
| ✓ 1d | Extended Warranty Coverage, As Specified | 1 | 6 | EA | <u>\$ 6,500.</u> | <u>\$ 39,000.00</u> |
| ✓ 1e | Road Department Paint Color Scheme, As Specified | 1 | 6 | EA | <u>\$ 2,125.</u> | <u>\$ 12,750.00</u> |
| ✓ 1f | Colors Not Included On Standard Color Charts (Submit ONE Price) | 1 | 6 | EA | <u>\$ n/c</u> | <u>\$ n/c</u> |

BERGEY'S TRUCKS INC. DBA BERGEY'S TRUCK CENTERS

| Item # | Description | Qty. Bid | Max. Qty. | Unit of Meas. | Unit Price | Total Price |
|-------------------------------------|--|----------|-----------|---------------|------------|-----------------|
| ✓1g | Diagnostic Tools/Test Equipment, As Specified | 1 | 3 | EA | \$ 14,769. | \$ 44,307.00 |
| ✓1h | Two-Way Radio, Power and Wiring Requirements, As Specified | 1 | 6 | EA | \$ 575. | \$ 3,450.00 |
| ✓1i | Technical Support, As Specified | 1 | 180 | HR | \$ 135. | \$ 24,300. |
| TOTAL LUMP SUM (Add Item #'s 1-1i): | | | | | | \$ 1,232,457.00 |

EXCEPTIONS - LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDER'S LETTERHEAD

VENDOR TO INCLUDE TECHNICAL SPECIFICATIONS AND DESCRIPTIVE LITERATURE WITH BID PROPOSAL

VENDOR SHALL SUBMIT WARRANTY DETAILS WITH BID

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. B2019-118

RESOLUTION

August 21, 2019

WHEREAS, on July 16, 2019 pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of SURVEYING EQUIPMENT FOR THE ENGINEERING DEPARTMENT for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Tiger Supplies, Inc.
27 Selvage St.
Irvington, NJ 07111
(973) 854-8615

Jesco, Inc.
118 St. Nicholas Ave.
South Plainfield, NJ 07080
(908) 753-8080

Technology International, Inc.
1349 S. International Pkwy, Ste. 2411
Lake Mary, FL 32746
(407) 359-2373

Name and Address of Bidder

KMEL Corp. dba: Keystone
Precision Instruments
1670 East Race St.
Allentown, PA 18104
(610) 266-2699

Allen Precision Equipment
1550 Boggs Road
Duluth, GA 30096
(770) 279-7171

Tiles In Style LLC dba
Taza Supplies
1212 S. Naper Blvd.
Suite # 119-109
Naperville, IL 60540
(630) 219-1978

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, in each instance, be accepted, namely that of, TIGER SUPPLIES, INC.; KMEL CORP. DBA: KEYSTONE PRECISION INSTRUMENTS; JESCO, INC. and ALLEN PRECISION EQUIPMENT. Recommendation is made to reject Item No. 10. It will be rebid with revised specifications.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract, accepting the bid for the furnishing and delivery of Surveying Equipment for the Engineering Department for the County of Ocean, for the contract period from date of award through August 20, 2020, a period of one (1) year or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

A. TIGER SUPPLIES for three (3) items, to wit:
ITEMS NO. 7, 9 and 11.

This vendor has extended this contract to County Cooperative Contract System Participants.

B. KMEL CORP. DBA: KEYSTONE PRECISION INSTRUMENTS for one (1) item, to wit:
ITEM NO. 5.

This vendor has extended this contract to County Cooperative Contract System Participants.

C. JESCO, INC. for one (1) item, to wit:
ITEM NO. 6.

This vendor has extended this contract to County Cooperative Contract System Participants.

D. ALLEN PRECISION EQUIPMENT five (5) items, to wit:
ITEMS NO. 1, 2, 3, 4 and 8.

This vendor has extended this contract to County Cooperative Contract System Participants.

2. The acceptance made in Paragraph 1. A through D, inclusive, is made with the understanding that the successful bidders will enter into a written contract for the faithful performance of their bid.

3. Payments for the materials to be acquired by these contracts shall be Made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-118.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Engineer, and the successful bidders.

ITEM #2 – SPECTRA PRECISION RANGER 3 L SERIES DATA COLLECTOR, OR EQUAL
(CONT'D)

| | <u>COMPLIANCE</u> | |
|---|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| 4.2 Inch High Resolution Touchscreen with screen protector and stylus pen | ✓ | _____ |
| Hand Strap and Carrying Case | ✓ | _____ |
| Rechargeable li-ion battery with charger | ✓ | _____ |

ITEM #3 – SECO 2 SECTION 8.5' PRISM POLE, OR EQUAL

| | | |
|---|---|-------|
| Two (2) section precise twist lock pole | ✓ | _____ |
|---|---|-------|

ITEM #4 – SECO LASER TRIBRACH, OR EQUAL

| | | |
|---|---|-------|
| Black with 650 nm focused push button on and off switch | ✓ | _____ |
| Circular 8 vial | ✓ | _____ |
| Three (3) prong forced centering with centerlines on leveling screw range | ✓ | _____ |
| Lithium battery that provides up to ten (10) hours of operating time | ✓ | _____ |

ITEM #5 – SECO TRIBRACH ADAPTER, OR EQUAL

| | | |
|-----------------------------|---|-------|
| Rotating with friction lock | ✓ | _____ |
| Color: black | ✓ | _____ |

ITEM #6 – SECO JUMBO PRISM BAG, OR EQUAL

| | | |
|----------------------|---|-------|
| Size: 12" X 12" X 3" | ✓ | _____ |
| Color: Orange | ✓ | _____ |

✓ **ITEM #7 – SITEPRO SINGLE TILT PRISM SYSTEM, OR EQUAL**

| | | |
|--|---|-------|
| Single tilt polycarbonate tilt prism system | ✓ | _____ |
| Color: orange/white | ✓ | _____ |
| Unit shall come with case | ✓ | _____ |
| Molded and durable lightweight polycarbonate with metal yoke | ✓ | _____ |
| Built in peep sight | ✓ | _____ |
| Prism Size shall be 2 /12" | ✓ | _____ |
| Single tilt holder shall tilt 360° | ✓ | _____ |
| Precision glass with 0/-30mm offset tilting prism assembly | ✓ | _____ |

ITEM#8 – ORANGE SITEPRO WDW20 HEAVY DUTY WING SCREW, OR EQUAL

COMPLIANCE
YES **NO**

Heavy Duty Wing Screw Wood Tripod, Hardwood

✓ _____

Wide frame extension legs with 1" diameter dowels

✓ _____

Large aluminum head and leg hinges

✓ _____

Wing nut style clamp

✓ _____

Treated finish and powder coated hardware

✓ _____

Aluminum shoe with hardened steel replaceable show points

✓ _____

Plastic cap

✓ _____

Shoulder strap

✓ _____

✓ **ITEM #9 – NIKON AE-7C 30X AUTOMATIC LEVEL, OR EQUAL**

Nitrogen filled and sealed optics

✓ _____

Waterproof

✓ _____

Wire hung and air dampened compensator

✓ _____

+/-1mm Standard Deviation in 1 km Double Run with circle

✓ _____

ITEM #10 – NIKON TOTAL STATION DATA COLLECTOR CABLE, OR EQUAL

Cable 6 pin LEMO to 9 pin serial

✓ _____

Approximately six (6) feet long

✓ _____

Shall be compatible with Spectra Data Collector

✓ _____

✓ **ITEM #11 – SCHONSTEDT GA-52CX LOCATOR, OR EQUAL**

Magnetic with hard carrying case

Soft case

_____ ✓

High sensitivity with five levels

✓ _____

No response to aluminum, brass, or copper

✓ _____

Heliflux sensors

✓ _____

Two (2) controls only for volume and on/off

✓ _____

Two (2) 9 Volt batteries

✓ _____

TIGER SUPPLIES, INC.

| Item # | Description | Est. Qty. | Unit of Meas. | Unit Price | Total Price |
|--------|---|-----------|---------------|-----------------|-----------------|
| 5 | SECO Tribach Adapter, As Specified, Or Equal | 4 | EA | \$ <u>35.-</u> | \$ <u>140.-</u> |
| | Mfr.: <u>SECO</u> | | | | |
| | Model: <u>2020-00</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>14-21 BUSINESS DAYS</u> | | | | |
| | Remarks: <u>AUTHORIZED DEALER</u> | | | | |
| | Warranty Details: <u>Damaged replacement</u> | | | | |
| 6 | SECO Jumbo Prism Bag, As Specified, Or Equal | 4 | EA | \$ <u>45.-</u> | \$ <u>180.-</u> |
| | Mfr.: <u>SECO</u> | | | | |
| | Model: <u>8082-00-025</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>14-21 Business days</u> | | | | |
| | Remarks: <u>AUTHORIZED DEALER</u> | | | | |
| | Warranty Details: <u>Damaged replacement</u> | | | | |
| ✓ 7 | SitePro Single Tilt Prism System, As Specified, Or Equal | 4 | EA | \$ <u>75.-</u> | \$ <u>300.-</u> |
| | Mfr.: <u>ADIR PRO</u> | | | | |
| | Model: <u>720-07</u> | | | | |
| | Guaranty: <u>EQUAL ITEM</u> | | | | |
| | Delivery, A.R.O: <u>24-48 BUSINESS HOURS</u> | | | | |
| | Remarks: <u>AUTHORIZED DEALER</u> | | | | |
| | Warranty Details: <u>1 YEAR WARRANTY</u> | | | | |
| 8 | Orange SitePro WDW20 Heavy Duty Wing Screw, As Specified, Or Equal | 3 | EA | \$ <u>95.-</u> | \$ <u>285.-</u> |
| | Mfr.: <u>ADIR PRO</u> | | | | |
| | Model: <u>740-03</u> | | | | |
| | Guaranty: <u>EQUAL ITEM</u> | | | | |
| | Delivery, A.R.O: <u>24-48 BUSINESS HOURS</u> | | | | |
| | Remarks: <u>AUTHORIZED DEALER</u> | | | | |
| | Warranty Details: _____ | | | | |
| ✓ 9 | Nikon AE-7C 30X Automatic Level, As Specified, Or Equal | 1 | EA | \$ <u>949.-</u> | \$ <u>949.-</u> |
| | Mfr.: <u>NIKO</u> | | | | |
| | Model: <u>AE-7C</u> | | | | |
| | Guaranty: <u>replacement for Damaged.</u> | | | | |
| | Delivery, A.R.O: <u>24-48 Business Hours</u> | | | | |
| | Remarks: <u>AUTHORIZED DEALER</u> | | | | |
| | Warranty Details: <u>1 Year Manufacturer</u> | | | | |

TIGER SUPPLIES, INC.

| Item # | Description | Est. Qty. | Unit of Meas. | Unit Price | Total Price |
|--------|---|-----------|---------------|------------|-------------|
| 10 | Nikon Total Station Data Collector Cable, As Specified, Or Equal | 3 | EA | \$ 79 | \$ 237 |
| | Mfr.: <u>Nikon</u> | | | | |
| | Model: <u>148-SCNTG</u> | | | | |
| | Guaranty: <u>COMPATIBLE W/DATA COLLECTOR</u> | | | | |
| | Delivery, A.R.O: <u>3-5 Business days</u> | | | | |
| | Remarks: <u>Authorized Dealer</u> | | | | |
| | Warranty Details: <u>Replacement Damaged</u> | | | | |
| √11 | Schonstedt GA-52CX Locator, As Specified, Or Equal | 2 | EA | \$ 550 | \$ 1100,- |
| | Mfr.: <u>CST/BERGER</u> | | | | |
| | Model: <u>MAGNA TRACK 19-2025C</u> | | | | |
| | Guaranty: <u>AUTHORIZED DEALER</u> | | | | |
| | Delivery, A.R.O: <u>2-4 Business Days</u> | | | | |
| | Remarks: <u>Comparable Item</u> | | | | |
| | Warranty Details: <u>3 year limited</u> | | | | |

**BIDDER SHALL INCLUDE WARRANTY DETAILS AND
DESCRIPTIVE LITERATURE WITH BID PACKAGE**

ITEM #2 – SPECTRA PRECISION RANGER 3 L SERIES DATA COLLECTOR, OR EQUAL (CONT'D)

COMPLIANCE
YES **NO**

4.2 Inch High Resolution Touchscreen with screen protector and stylus pen

✓ _____

Hand Strap and Carrying Case

✓ _____

Rechargeable li-ion battery with charger

✓ _____

ITEM #3 – SECO 2 SECTION 8.5' PRISM POLE, OR EQUAL

Two (2) section precise twist lock pole

✓ _____

ITEM #4 – SECO LASER TRIBRACH, OR EQUAL

Black with 650 nm focused push button on and off switch

✓ _____

Circular 8 vial

✓ _____

Three (3) prong forced centering with centerlines on leveling screw range

✓ _____

Lithium battery that provides up to ten (10) hours of operating time

✓ _____

✓ ITEM #5 – SECO TRIBRACH ADAPTER, OR EQUAL

Rotating with friction lock

✓ _____

Color: black

✓ _____

ITEM #6 – SECO JUMBO PRISM BAG, OR EQUAL

Size: 12" X 12" X 3"

✓ _____

Color: Orange

✓ _____

ITEM #7 – SITEPRO SINGLE TILT PRISM SYSTEM, OR EQUAL

Single tilt polycarbonate tilt prism system

✓ _____

Color: orange/white

✓ _____

Unit shall come with case

✓ _____

Molded and durable lightweight polycarbonate with metal yoke

✓ _____

Built in peep sight

✓ _____

Prism Size shall be 2 /12"

✓ _____

Single tilt holder shall tilt 360°

✓ _____

Precision glass with 0/-30mm offset tilting prism assembly

✓ _____

KMEL CORP DBA: KEYSTONE PRECISION INSTRUMENTS

| Item # | Description | Est. Qty. | Unit of Meas. | Unit Price | Total Price |
|--------|---|-----------|---------------|------------|-------------|
| ✓ 5 | SECO Tribrach Adapter, As Specified, Or Equal | 4 | EA | \$ 32.48 | \$ 129.92 |
| | Mfr.: <u>SECO</u> | | | | |
| | Model: <u>85-2020-00</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>7 BUSINESS DAYS</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 DAYS</u> | | | | |
| 6 | SECO Jumbo Prism Bag, As Specified, Or Equal | 4 | EA | \$ 36.22 | \$ 144.88 |
| | Mfr.: <u>SECO</u> | | | | |
| | Model: <u>802100 ORG</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>7 BUSINESS DAYS</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: _____ | | | | |
| 7 | SitePro Single Tilt Prism System, As Specified, Or Equal | 4 | EA | \$ 116.87 | \$ 467.48 |
| | Mfr.: <u>DAVID WHITE/SITE PRO</u> | | | | |
| | Model: <u>032010 M0</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>7 BUSINESS DAYS</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 DAYS</u> | | | | |
| 8 | Orange SitePro WDW20 Heavy Duty Wing Screw, As Specified, Or Equal | 3 | EA | \$ 119.68 | \$ 359.04 |
| | Mfr.: <u>DAVID WHITE/SITE PRO</u> | | | | |
| | Model: <u>01 WDW 20 HVO</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>7 BUSINESS DAYS</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>1 YEAR</u> | | | | |
| 9 | Nikon AE-7C 30X Automatic Level, As Specified, Or Equal | 1 | EA | \$ 968.63 | \$ 968.63 |
| | Mfr.: <u>NIKON</u> | | | | |
| | Model: <u>AE-7C</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>7 BUSINESS DAYS</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>2 YEARS</u> | | | | |

ITEM #2 – SPECTRA PRECISION RANGER 3 L SERIES DATA COLLECTOR, OR EQUAL (CONT'D)

| | <u>COMPLIANCE</u> | |
|---|-------------------|---------------|
| | <u>YES</u> | <u>NO</u> |
| 4.2 Inch High Resolution Touchscreen with screen protector and stylus pen | <u> x </u> | <u> </u> |
| Hand Strap and Carrying Case | <u> x </u> | <u> </u> |
| Rechargeable li-ion battery with charger | <u> x </u> | <u> </u> |

ITEM #3 – SECO 2 SECTION 8.5' PRISM POLE, OR EQUAL

| | | |
|---|--------------|---------------|
| Two (2) section precise twist lock pole | <u> x </u> | <u> </u> |
|---|--------------|---------------|

ITEM #4 – SECO LASER TRIBRACH, OR EQUAL

| | | |
|---|--------------|---------------|
| Black with 650 nm focused push button on and off switch | <u> x </u> | <u> </u> |
| Circular 8 vial | <u> x </u> | <u> </u> |
| Three (3) prong forced centering with centerlines on leveling screw range | <u> x </u> | <u> </u> |
| Lithium battery that provides up to ten (10) hours of operating time | <u> x </u> | <u> </u> |

ITEM #5 – SECO TRIBRACH ADAPTER, OR EQUAL

| | | |
|-----------------------------|--------------|---------------|
| Rotating with friction lock | <u> x </u> | <u> </u> |
| Color: black | <u> x </u> | <u> </u> |

✓ **ITEM #6 – SECO JUMBO PRISM BAG, OR EQUAL**

| | | |
|----------------------|---------------|---------------|
| Size: 12" X 12" X 3" | <u> </u> | <u> x </u> |
| Color: Orange | <u> x </u> | <u> </u> |

ITEM #7 – SITEPRO SINGLE TILT PRISM SYSTEM, OR EQUAL

| | | |
|--|--------------|---------------|
| Single tilt polycarbonate tilt prism system | <u> x </u> | <u> </u> |
| Color: orange/white | <u> x </u> | <u> </u> |
| Unit shall come with case | <u> x </u> | <u> </u> |
| Molded and durable lightweight polycarbonate with metal yoke | <u> x </u> | <u> </u> |
| Built in peep sight | <u> x </u> | <u> </u> |
| Prism Size shall be 2 /12" | <u> x </u> | <u> </u> |
| Single tilt holder shall tilt 360° | <u> x </u> | <u> </u> |
| Precision glass with 0/-30mm offset tilting prism assembly | <u> x </u> | <u> </u> |

| Item # | Description | Est. Qty. | Unit of Meas. | Unit Price | Total Price |
|--------|---|-----------|---------------|------------|-------------|
| 5 | SECO Tribach Adapter, As Specified, Or Equal | 4 | EA | \$ 41.20 | \$ 164.80 |
| | Mfr.: <u>Sokkia</u> | | | | |
| | Model: <u>724042</u> | | | | |
| | Guaranty: <u>yes</u> | | | | |
| | Delivery, A.R.O: <u>Delivery</u> | | | | |
| | Remarks: <u>Meets all specs</u> | | | | |
| | Warranty Details: <u>2yr Manuf.</u> | | | | |
| ✓6 | SECO Jumbo Prism Bag, As Specified, Or Equal | 4 | EA | \$ 36 | \$ 144 |
| | Mfr.: <u>Sokkia</u> | | | | |
| | Model: <u>801070</u> | | | | |
| | Guaranty: <u>yes</u> | | | | |
| | Delivery, A.R.O: <u>Delivery</u> | | | | |
| | Remarks: <u>This bag is 12x10x3</u> | | | | |
| | Warranty Details: <u>2yr Manuf.</u> | | | | |
| 7 | SitePro Single Tilt Prism System, As Specified, Or Equal | 4 | EA | \$ 130 | \$ 520 |
| | Mfr.: <u>Sokkia</u> | | | | |
| | Model: <u>724811</u> | | | | |
| | Guaranty: <u>yes</u> | | | | |
| | Delivery, A.R.O: <u>Delivery</u> | | | | |
| | Remarks: <u>Meets all specs</u> | | | | |
| | Warranty Details: <u>2yr Manuf</u> | | | | |
| 8 | Orange SitePro WDW20 Heavy Duty Wing Screw, As Specified, Or Equal | 3 | EA | \$ 180 | \$ 540 |
| | Mfr.: <u>Topcon</u> | | | | |
| | Model: <u>TP-15</u> | | | | |
| | Guaranty: <u>yes</u> | | | | |
| | Delivery, A.R.O: <u>Delivery</u> | | | | |
| | Remarks: <u>Meets all specs</u> | | | | |
| | Warranty Details: <u>2yr Manuf</u> | | | | |
| 9 | Nikon AE-7C 30X Automatic Level, As Specified, Or Equal | 1 | EA | \$ 1149.60 | \$ 1149.60 |
| | Mfr.: <u>Topcon</u> | | | | |
| | Model: <u>AT-B2 32x</u> | | | | |
| | Guaranty: <u>yes</u> | | | | |
| | Delivery, A.R.O: <u>Delivery</u> | | | | |
| | Remarks: <u>Goes above specs</u> | | | | |
| | Warranty Details: <u>5yr Manuf.</u> | | | | |

ALLEN PRECISION EQUIPMENT

SURVEYING EQUIPMENT FOR THE ENGINEERING DEPARTMENT

| | <u>COMPLIANCE</u> | |
|---|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| ✓ <u>ITEM #1 – NIKON TOTAL STATION OR EQUAL</u> | | |
| Model NPL-322+P, or equal | ✓ | _____ |
| Total Station shall have an angle accuracy of 2" | ✓ | _____ |
| 30X Telescope | ✓ | _____ |
| Distance to single prism shall be 9,840 ft. | ✓ | _____ |
| Dual axis compensation | ✓ | _____ |
| 2" dual display | ✓ | _____ |
| Dust and water protection IP55 | ✓ | _____ |
| Optical Plummet | ✓ | _____ |
| Two (2) rechargeable long life li-ion batteries | ✓ | _____ |
| Dual charger | ✓ | _____ |
| Two (2) year manufacturer's warranty | ✓ | _____ |
| ✓ <u>ITEM #2 – SPECTRA PRECISION RANGER 3 L SERIES DATA COLLECTOR, OR EQUAL</u> | | |
| Shall come equipped with Windows Mobile 6.5 operating system, 800 MHZ processor with 256 MB of RAM | ✓ | _____ |
| Ergonomic Keypad | ✓ | _____ |
| Integrated Bluetooth | ✓ | _____ |
| Integrated Wi-Fi 80211 b/g | ✓ | _____ |
| Integrated GPS (SBAS enabled) | ✓ | _____ |
| Integrated Compass | ✓ | _____ |
| USB Host and Client Ports with USB Cable | ✓ | _____ |
| Secure Digit Slot (SDHC) | ✓ | _____ |
| 8 GB of Flash | ✓ | _____ |
| Survey Pro Software | ✓ | _____ |
| One (1) year extended warranty | ✓ | _____ |

ALLEN PRECISION EQUIPMENT

✓ **ITEM #2 – SPECTRA PRECISION RANGER 3 L SERIES DATA COLLECTOR, OR EQUAL**
(CONT'D)

COMPLIANCE
YES **NO**

4.2 Inch High Resolution Touchscreen with screen protector and stylus pen

✓ _____

Hand Strap and Carrying Case

✓ _____

Rechargeable li-ion battery with charger

✓ _____

✓ **ITEM #3 – SECO 2 SECTION 8.5' PRISM POLE, OR EQUAL**

Two (2) section precise twist lock pole

✓ _____

✓ **ITEM #4 – SECO LASER TRIBRACH, OR EQUAL**

Black with 650 nm focused push button on and off switch

✓ _____

Circular 8 vial

✓ _____

Three (3) prong forced centering with centerlines on leveling screw range

✓ _____

Lithium battery that provides up to ten (10) hours of operating time

✓ _____

ITEM #5 – SECO TRIBRACH ADAPTER, OR EQUAL

Rotating with friction lock

✓ _____

Color: black

✓ _____

ITEM #6 – SECO JUMBO PRISM BAG, OR EQUAL

Size: 12" X 12" X 3"

✓ _____

Color: Orange

✓ _____

ITEM #7 – SITEPRO SINGLE TILT PRISM SYSTEM, OR EQUAL

Single tilt polycarbonate tilt prism system

✓ _____

Color: orange/white

✓ _____

Unit shall come with case

✓ _____

Molded and durable lightweight polycarbonate with metal yoke

✓ _____

Built in peep sight

✓ _____

Prism Size shall be 2 /12"

✓ _____

Single tilt holder shall tilt 360°

✓ _____

Precision glass with 0/-30mm offset tilting prism assembly

✓ _____

ALLEN PRECISION EQUIPMENT

✓ **ITEM #8 - ORANGE SITEPRO WDW20 HEAVY DUTY WING SCREW, OR EQUAL**

COMPLIANCE

YES **NO**

| | | |
|---|---|-------|
| Heavy Duty Wing Screw Wood Tripod, Hardwood | ✓ | _____ |
| Wide frame extension legs with 1" diameter dowels | ✓ | _____ |
| Large aluminum head and leg hinges | ✓ | _____ |
| Wing nut style clamp | ✓ | _____ |
| Treated finish and powder coated hardware | ✓ | _____ |
| Aluminum shoe with hardened steel replaceable show points | ✓ | _____ |
| Plastic cap | ✓ | _____ |
| Shoulder strap | ✓ | _____ |

ITEM #9 - NIKON AE-7C 30X AUTOMATIC LEVEL, OR EQUAL

| | | |
|--|---|-------|
| Nitrogen filled and sealed optics | ✓ | _____ |
| Waterproof | ✓ | _____ |
| Wire hung and air dampened compensator | ✓ | _____ |
| +/-1mm Standard Deviation in 1 km Double Run with circle | ✓ | _____ |

ITEM #10 - NIKON TOTAL STATION DATA COLLECTOR CABLE, OR EQUAL

| | | |
|---|---|-------|
| Cable 6 pin LEMO to 9 pin serial | ✓ | _____ |
| Approximately six (6) feet long | ✓ | _____ |
| Shall be compatible with Spectra Data Collector | ✓ | _____ |

ITEM #11 - SCHONSTEDT GA-52CX LOCATOR, OR EQUAL

| | | |
|---|---|-------|
| Magnetic with hard carrying case | ✓ | _____ |
| High sensitivity with five levels | ✓ | _____ |
| No response to aluminum, brass, or copper | ✓ | _____ |
| Heliflux sensors | ✓ | _____ |
| Two (2) controls only for volume and on/off | ✓ | _____ |
| Two (2) 9 Volt batteries | ✓ | _____ |

ALLEN PRECISION EQUIPMENT

Proposal for the furnishing and delivery of **SURVEYING EQUIPMENT FOR THE ENGINEERING DEPARTMENT** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

(✓) - YES () - NO

PRICE SCHEDULE

| <u>Item #</u> | <u>Description</u> | <u>Est. Qty.</u> | <u>Unit of Meas.</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---------------|---|------------------|----------------------|------------------------|-------------------------|
| ✓ 1 | Nikon Total Station, As Specified, Or Equal | 3 | EA | \$ 3589. ⁰⁰ | \$ 10767. ⁰⁰ |
| | Mfr.: <u>Nikon</u> | | | | |
| | Model: <u>NPL322+2" P</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-10 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>2 yr</u> | | | | |
| ✓ 2 | Spectra Precision Ranger 3 L Series Data Collector, As Specified, Or Equal | 2 | EA | \$ 2653. ⁰⁰ | \$ 5306. ⁰⁰ |
| | Mfr.: <u>Spectra Precision</u> | | | | |
| | Model: _____ | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-10 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>1 yr</u> | | | | |
| ✓ 3 | SECO 2 Section 8.5' Prism Pole, As Specified, Or Equal | 3 | EA | \$ 94. ⁰⁰ | \$ 282. ⁰⁰ |
| | Mfr.: <u>Seco</u> | | | | |
| | Model: <u>8-ft Pole twist lock</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-7 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 day</u> | | | | |
| ✓ 4 | SECO Laser Tribrach, As Specified, Or Equal | 4 | EA | \$ 115. ⁰⁰ | \$ 460. ⁰⁰ |
| | Mfr.: <u>Seco</u> | | | | |
| | Model: <u># 2153-02-B1K</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-7 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 day</u> | | | | |

ALLEN PRECISION EQUIPMENT

| Item # | Description | Est. Qty. | Unit of Meas. | Unit Price | Total Price |
|--------|---|-----------|---------------|------------|-------------|
| 5 | SECO Tribach Adapter, As Specified, Or Equal | 4 | EA | \$ 38.00 | \$ 152.00 |
| | Mfr.: <u>Seco</u> | | | | |
| | Model: <u>2070-00</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-10 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 days</u> | | | | |
| 6 | SECO Jumbo Prism Bag, As Specified, Or Equal | 4 | EA | \$ 37.00 | \$ 148.00 |
| | Mfr.: <u>Seco</u> | | | | |
| | Model: <u>8081-00</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-10 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 day</u> | | | | |
| 7 | SitePro Single Tilt Prism System, As Specified, Or Equal | 4 | EA | \$ 99.00 | \$ 396.00 |
| | Mfr.: <u>Site Pro</u> | | | | |
| | Model: <u>03-1010-0rg</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-10 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 day</u> | | | | |
| ✓ 8 | Orange SitePro WDW20 Heavy Duty Wing Screw, As Specified, Or Equal | 3 | EA | \$ 116.00 | \$ 348.00 |
| | Mfr.: <u>Site Pro</u> | | | | |
| | Model: <u>WDW20</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-10 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 days</u> | | | | |
| 9 | Nikon AE-7C 30X Automatic Level, As Specified, Or Equal | 1 | EA | \$ 1260.00 | \$ 1260.00 |
| | Mfr.: <u>Nikon</u> | | | | |
| | Model: <u>AE-7C</u> | | | | |
| | Guaranty: _____ | | | | |
| | Delivery, A.R.O: <u>6-10 days</u> | | | | |
| | Remarks: _____ | | | | |
| | Warranty Details: <u>90 days</u> | | | | |



RESOLUTION

August 21, 2019

WHEREAS, on July 23, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of MOTOR VEHICLE: MINI HYDRAULIC EXCAVATOR for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Foley, Incorporated
855 Centennial Avenue
Piscataway, NJ 08855
(732) 885-5555

Name and Address of Bidder

Garden State Bobcat, Inc.
999 Route 33
Freehold, NJ 07728
(732) 780-6880

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, namely that of FOLEY, INCORPORATED, be accepted.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract accepting the bid for the furnishing and delivery of Motor Vehicle: Mini Hydraulic Excavator for the County of Ocean, for the contract period from date of award through August 20, 2020, a period of one (1) year or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

FOLEY, INCORPORATED for twelve (12) items, to wit:

ITEMS NO. 1, 1a, 1b, 1c, 1d and 1e.

For a Total Lump Sum Award of \$501,003.00.

2. Payments for the equipment and services to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. WHEREAS, funds for the equipment and services shall be available within the following funding Sources: Road Department and Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-123.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Road Department, Vehicle Services and Foley, Incorporated the successful bidder.

ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL

| | <u>COMPLIANCE</u> | |
|---|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| GENERAL | | |
| Net horsepower at 2,200 rpm shall be at least 70.3 HP according to ISO 9249 | ✓ | _____ |
| SAE rated gross horsepower shall be at least 74.3 according to ISO 14396 | ✓ | _____ |
| Operating weight with the cab option shall be at least 17,960 lbs. | ✓ | _____ |
| Lift capacity without bucket fitted, blade down and long stick shall be no less than 8,697 lbs. at 9.8 ft. over front and 5,335 lbs. at 9.8 ft. over the side | ✓ | _____ |
| Maximum digging depth with a long stick shall be minimum 183 inches | ✓ | _____ |
| Maximum digging height with long stick shall be minimum 277 inches | ✓ | _____ |
| Maximum reach with a long stick shall be minimum 301 inches | ✓ | _____ |
| Height to top of cab shall be 100 inches | ✓ | _____ |
| Ground clearance shall be no less than 14 inches | ✓ | _____ |
| Transport height shall be 99 inches | ✓ | _____ |
| Machine shall come with factory installed counterweight on the back of the machine for stability | ✓ | _____ |
| ENGINE | | |
| Shall be US EPA Tier 4 final compliant | ✓ | _____ |
| Shall be a turbo-charged, water-cooled, 4 stroke, 4 cylinder diesel engine | ✓ | _____ |
| Engine bore shall be 3.7 inches and stroke shall be 4.7 inches | ✓ | _____ |
| Engine displacement shall not be less than 203.2 cubic inches | ✓ | _____ |
| Engine shall have automatic engine idle that automatically lowers engine revolutions when machine is not in use | ✓ | _____ |
| Electrical system voltage shall be 12 volt with 900 CCA | ✓ | _____ |
| Alternator shall not be rated less than 60 amps | ✓ | _____ |
| Electrical system shall incorporate resettable circuit breaker switch | ✓ | _____ |
| All wire harnesses shall be encased in nylon mesh bindings | ✓ | _____ |

ITEM #1 - MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL (CONT'D)

| | <u>COMPLIANCE</u> | |
|---|-------------------------------------|--------------------------|
| | <u>YES</u> | <u>NO</u> |
| ENGINE (CONT'D) | | |
| Machine shall have sealed electrical connectors | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| All wiring shall utilize color coded wires | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Water separator in fuel line shall be factory installed standard equipment | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Factory installed high-ambient temperature cooling package capable of working conditions up to 126° F | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| POWERTRAIN | | |
| Travel speed shall be minimum 1.9 mph in low and 3.2 mph in high | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Maximum traction force shall be 6,250 lbs. in high | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Factory installed standard auto 2-speed which will provide fuel efficiency as the machine will automatically go into a higher power/torque only when system senses it is required | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| HYDRAULICS | | |
| Machine shall have one (1) variable displacement piston pump with an output of 44 gal/min at 2,400 rpm | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Equipment operating pressure shall be at least 4,134 psi | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Travel operating pressure shall be at least 4,134 psi | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Swing pressure shall be minimum 3,626 psi | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Primary circuit shall have an output of at least 35 gal/min | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Secondary circuit shall have an output of at least 9 gal/min | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Accumulator shall be provided to allow the boom and stick to be lowered to the ground | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Accumulator shall be provided to allow depressurization of hydraulic system | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| All fittings shall be of the O Ring Face Seal type | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Factory installed combined function (one-way/two-way) auxiliary high pressure hydraulic circuit shall be standard | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|--|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| ENGINE (CONT'D) | | |
| Machine shall be equipped with factory installed hydraulics to operate a hydraulic quick coupler | ✓ | _____ |
| End damping on both boom and stick cylinders shall help avoid spill loss and reduce shock loading | ✓ | _____ |
| Machine shall have a load sensing, flow sharing, variable margin displacement piston pump system | ✓ | _____ |
| Auxiliary hydraulic valve shall be standard with hydraulic quick disconnects to the stick | ✓ | _____ |
| UNDERCARRIAGE | | |
| Overall undercarriage length shall be 113 inches | ✓ | _____ |
| Machine shall have 17.7 inch steel tracks with additional holes that allow mounting of rubber street pads | ✓ | _____ |
| Ground pressure shall be no more than maximum 6 psi | ✓ | _____ |
| OPERATOR'S STATION | | |
| Monitor system shall include: | | |
| <ul style="list-style-type: none"> • Machine security system • Diagnostics • Electric pattern changer • Secondary aux flow adjust • Hydraulic coupler control • Auto idle • Continuous flow | ✓ | _____ |
| Control travel with joystick | ✓ | _____ |
| Continuous flow must be able to be activated with flow in either direction and at any flow rate | ✓ | _____ |
| Machine shall have 100% pilot controls. All excavator services, machine travel, and dozer shall be pilot operated | ✓ | _____ |
| Courtesy lighting remains on for up to 99 seconds and shuts off automatically after safe exit | ✓ | _____ |
| Machine must have adjustable auxiliary flow control | ✓ | _____ |

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|---|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| OPERATOR'S STATION (CONT'D) | | |
| Safely stop machine 3 separate ways – push the button, joystick or travel levers | ✓ | _____ |
| Fully sealed and pressurized cab which keeps dust out and dampens sound to 72 dB | ✓ | _____ |
| Pump flow shall decrease (auto-idle) when controls are in neutral for reduced fuel consumption and sound | ✓ | _____ |
| A pattern control changer shall be available | ✓ | _____ |
| Joystick shall provide control at the operator's fingertips eliminating foot pedals; proportional auxiliary control and proportional boom control on the joystick | ✓ | _____ |
| Throttle shall be easily adjustable by dial | ✓ | _____ |
| Machine shall not start when any controls are live | ✓ | _____ |
| Operator's manual shall be permanently mounted to the machine and stored in a lockbox | ✓ | _____ |
| Machine shall have the windshield wiper mounted in such a way that the wires do not need to be disconnected | ✓ | _____ |
| Rear window shall be removable if needed for escape | ✓ | _____ |
| Lower front window shall be removable and stored overhead | ✓ | _____ |
| Cab shall have a polycarbonate skylight for visibility when loading at height | ✓ | _____ |
| Four (4) way adjustable air suspension heated seat with standard retractable seat belt | ✓ | _____ |
| Travel alarm shall be standard | ✓ | _____ |
| Heater shall have variable settings | ✓ | _____ |
| Machine shall have multi-function capability of boom swing and upper body swing | ✓ | _____ |
| Machine shall come standard with Air Conditioning, and shall have primary filter that can be easily removed for inspection without the use of tools | ✓ | _____ |
| Boom swing and upper body swing shall be able to be operated at the same time | ✓ | _____ |
| Factory installed AM/FM stereo radio with auxiliary input | ✓ | _____ |

ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL (CONT'D)

| | <u>COMPLIANCE</u> | |
|--|-------------------------------------|--------------------------|
| | <u>YES</u> | <u>NO</u> |
| OPERATOR'S STATION (CONT'D) | | |
| Cup holders shall be standard | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Machine shall include key fob password bypass to bypass code entry | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Customizable operator settings | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Full color monitor system | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| BOOM AND STICK | | |
| Long stick digging force shall be minimum 8,032 lbs. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bucket digging force shall be minimum 13,946 lbs. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Machine shall be equipped with hydraulic thumb | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bucket rotation angel shall be 180° | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Stick shall be fitted with a dedicated rate lifting eye for safe craning | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Coupler must offer the option to turn the bucket around in front shovel positioning | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| BLADE | | |
| Blade width shall be minimum 91 inches for standard track machines and 97 inches for wide track machines | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Blade height shall be minimum 17.7 inches | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Blade dig depth shall be minimum 16 inches | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Blade lift height shall be minimum 15 inches | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dozer float shall be fitted to give easy and fast site clear up and leveling | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| SWING SYSTEM | | |
| Swing speed shall be 10.6 rpm | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Left swing without stop shall be minimum 60° | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Right swing shall be minimum 50° | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Machine shall have spring applied, hydraulic release automatic swing break | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|--|--------------------------|------------------|
| | <u>YES</u> | <u>NO</u> |
| SERVICEABILITY | | |
| All daily maintenance areas shall be situation where they can be easily accessed from ground level | ✓ | _____ |
| Fuse box shall be accessible without tools | ✓ | _____ |
| Schedule oil sampling port for the main hydraulic system and pilot hydraulic system shall be installed | ✓ | _____ |
| One (1) maintenance-free battery shall be supplied | ✓ | _____ |
| Hydraulic system pressure taps shall be included for efficient system diagnostics | ✓ | _____ |
| An electronic priming fuel pump shall be standard | ✓ | _____ |
| Engine shall be accessible from upper structure or from under machine | ✓ | _____ |
| MINIMUM SERVICE FILL CAPACITIES | | |
| Fuel Tank minimum 39 gallons | ✓ | _____ |
| Cooling system minimum: 2.6 gallons | ✓ | _____ |
| Engine oil minimum: 3 gallons | ✓ | _____ |
| Each final drive minimum: .6 liters | ✓ | _____ |
| Hydraulic tank minimum: 14 gallons of hydraulic oil | ✓ | _____ |
| Hydraulic system minimum: 27 gallons | ✓ | _____ |
| Engine oil and filters shall have a change interval of 500 hours minimum | ✓ | _____ |
| ACCESSORIES | | |
| Include five (5) gallons of recommended-use hydraulic oil | ✓ | _____ |
| Include one (1) complete set of manufacturer-recommended filters | ✓ | _____ |
| Include ten (10) oil sampling probe assemblies, PN 8T-9208 | ✓ | _____ |
| WARRANTY | | |
| Two (2) Years/2,000 Hours Standard | ✓ | _____ |
| Mileage and travel time for all diagnostics are included for the first year | ✓ | _____ |

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES **NO**

OPTIONS

✓ **1A. Warranty Upgrade Package #1**

7 Year/84 Month/4,000 Hour Comprehensive Warranty

✓ _____

Included technician, hydraulic and powertrain diagnostics

✓ _____

Travel Time/Mileage included for the first year

✓ _____

✓ **1B. Preventative Maintenance Package**

Maintenance for 5 years, and shall include up to four (4) service calls per year during the 5-year period, totaling 20 calls

✓ _____

Maintenance shall be performed at a County location to be determined at the time services are needed

✓ _____

Maintenance shall be performed by qualified, dealer-appointed technicians

✓ _____

The County shall incur no additional charges for these service calls; all consumables, travel time and mileage shall be included

✓ _____

✓ **1C. Diagnostic Tools / Test Equipment**

1. Successful bidder may be required to supply between one (1) to three (3) complete sets of test/diagnostic/ programming equipment (i.e. laptop, software, cabling, and adapters) and special tools required to perform the full range of diagnostic and maintenance actions necessary to maintain vehicle operability. This equipment will cover the vehicle chassis, engine, transmission, brakes, hydraulics, and all additional equipment (if applicable).

✓ _____

2. All laptop computers will be of the newest available technology and have sufficient storage and memory to operate all required software.

✓ _____

3. Provide a list of all test/diagnostic/programming equipment and special tools being supplied at the time of bid.

✓ _____

4. All software installations and activations will be completed by the successful bidder at no cost to the County.

✓ _____

5. All software updates and renewal will be provided at no cost to the County for a period of five (5) years from the acceptance of the equipment.

✓ _____

6. All technical issues relating to test/diagnostic/programming equipment and special tools shall be resolved by the successful bidder at no cost to the County for a period of five (5) years from the acceptance of the equipment.

✓ _____

7. Training shall be provided on all items in this section at a County location.

✓ _____

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES **NO**

OPTIONS (CONT'D)

✓ **1D. Two-Way Radio Power and Wiring Requirements for New Vehicles**

For the purpose of installing two-way radios into new County vehicles and equipment, the following power and wiring components shall be included:

1. #12 AWG RED wire connected to 12VDC Battery Source rated at 20 Amps.

2. #12 AWG BLACK wire connected to chassis ground.

3. #16 AWG YELLOW wire connected to 12VDC Ignition Sense rated at 5 Amps.

These wires shall be encased in plastic wire loom and routed from their source into the cab of the vehicle and secured in the vicinity of the operator. The wiring harness shall be clearly labeled "TWO-WAY RADIO". The wires shall be unterminated. The 12VDC sources shall be protected from making contact with grounded metal surfaces.

✓ _____

✓ **1E. Technical Support**

Technical Support is to be provided by factory authorized technical representatives and is to be the original equipment Manufacturer's industry standard technical presentation in a classroom setting.

✓ _____

The support provided shall be at the journeyman/equipment technician level and should address limited theory, fault diagnosis and repair pertaining specifically to the equipment supplied under this specification.

✓ _____

Technical support may be requested in the following areas:

1. Engine (cooling, fuel, ignition, lubrication systems) – 1 day at each location.
2. Transmission – 1 day at each location
3. Electrical – 1 day at each location
4. Brakes – 1 day at each location
5. Hydraulic system (dump body, spreader, snow plow) – 1 day at each location
6. Upfitter (dump body, sweeper, etc.) – 1 day at each location

✓ _____

✓ ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR 308CR, MINI HYDRAULIC EXCAVATOR, AS SPECIFIED OR EQUAL (CONT'D)

COMPLIANCE
YES **NO**

OPTIONS (CONT'D)

✓ 1E. Technical Support (cont'd)

A technical representative(s) shall be made available for a total of 180 training/support hours (anticipated to be scheduled in six (6) hour blocks). Shorter training days will be allowed only with consent of Vehicle Services. The total training hours will be required to be provided and no additional compensation will be considered. The actual time to be spent on each area will be by mutual agreement of the Vehicle Services Department and the successful bidder.

✓ _____

For the purposes of determining materials and other training costs, class size is anticipated to be comprised of six (6) to ten (10) Vehicle Services Department personnel. Actual class size will be determined by the Vehicle Services Department at the time the classes are scheduled.

✓ _____

Before the training is scheduled, Vehicle Services and the contractor will agree on the scope of the training, and the type and quantity of manuals, etc. that are necessary for proper coverage.

✓ _____

Technical Support for Vehicle Services may be provided at the following fleet maintenance facility location as scheduled by a Vehicle Services Department representative:

a. Toms River, 152 Chestnut Street, Toms River, N.J. 08753 (Two (2) sessions will be provided at this location. One beginning at 7 am and another beginning at 1:30 pm)

b. Manahawkin, 379 Haywood Road, Bldg. 109, Manahawkin, N.J. 08050

✓ _____

Technical Support for other Departments will be held at a location within Ocean County. The requesting Department will notify the successful bidder of the location.

✓ _____

Training at the successful bidder's site, rather than the designated locations, will be by mutual consent only.

✓ _____

Technical support will be requested and scheduled on an as needed basis up to but not exceeding the 180 hours total during a period not to exceed twelve (12) months from the date of placing the last unit in service.

✓ _____

Proposal for the furnishing and delivery of **MOTOR VEHICLE: MINI HYDRAULIC EXCAVATOR**
for the County of Ocean.

**VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT
PURCHASING SYSTEM" PARTICIPANTS.**

() - YES () - NO

PRICE SCHEDULE

| Item # | Description | Qty. Bid | Max. Qty. | Unit of Meas. | Unit Price | Total Price |
|--------|---|----------|-----------|---------------|------------|-------------------------|
| ✓ 1 | Model Year 2019 or Newer, Caterpillar 308CR, Mini Hydraulic Excavator, As Specified, or Equal | 1 | 3 | EA | \$117,170 | \$351,510 |
| | Year, Mfr., Model: <u>2019 or newer CAT 308 CR</u> | | | | | |
| | Engine: <u>CAT C3.3B</u> | | | | | |
| | Transmission: <u>Hydraulically driven</u> | | | | | |
| | Delivery, A.R.O.: <u>October 2019</u> | | | | | |
| | Warranty: <u>Standard Warranty: 2 year/ 2,000 hour; 1 year travel time and mileage</u> | | | | | |
| | REMARKS: _____ | | | | | |
| | <u>OPTIONS:</u> | | | | | |
| ✓ 1a | Warranty Upgrade Package #1, As Specified | 1 | 3 | EA | \$3,294 | \$9,882 |
| ✓ 1b | Preventative Maintenance Package, As Specified | 1 | 3 | EA | \$25,549 | \$76,647 |
| ✓ 1c | Diagnostic Tools/Test Equipment, As Specified | 1 | 3 | EA | \$14,388 | \$32,487 |
| ✓ 1d | Two-Way Radio, Power and Wiring Requirements, As Specified | 1 | 3 | EA | \$1,500 | \$4,500 |
| ✓ 1e | Technical Support, As Specified | 1 | 180 | HR | \$85 | \$15,300 |
| | TOTAL LUMP SUM (Add Items 1-1e): | | | | | <u>\$490,326</u> |

EXCEPTIONS - LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDER'S LETTERHEAD

VENDOR TO INCLUDE TECHNICAL SPECIFICATIONS AND DESCRIPTIVE LITERATURE WITH BID PROPOSAL

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. B2019-124

RESOLUTION

August 21, 2019

WHEREAS, on July 23, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of MOTOR VEHICLE: NEW HEAVY DUTY LOADER for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Jesco, Inc.
118 St. Nicholas Ave.
South Plainfield, NJ 07080
(908) 753-8080

Name and Address of Bidder

Foley Incorporated
855 Centennial Avenue
Piscataway, NJ 08855
(732) 855-5555

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, namely that of, JESCO, INC. be accepted.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract accepting the bid for the furnishing and delivery of Motor Vehicle: New Heavy Duty Loader for the County of Ocean, for the contract period from date of award through August 20, 2020, a period of one (1) year or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

JESCO, INC. for ten (10) items, to wit:

ITEMS NO. 1, 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h and 1i.

For a Total Lump Sum Award of \$934,722.00.

This vendor has extended this contract to County Cooperative Contract System Participants.

2. Payments for the equipment to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. WHEREAS, funds for the equipment and services shall be available within the following funding Sources: Solid Waste Management and Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-124.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Solid Waste Management, Vehicle Services and Jesco, Inc., the successful bidder.

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE
LOADER, AS SPECIFIED OR EQUAL**

| | <u>COMPLIANCE</u> | |
|--|-------------------|---------------|
| | <u>YES</u> | <u>NO</u> |
| ENGINE | | |
| Shall be six (6) cylinder, turbocharged, charge air cooler diesel engine designed and built by the manufacturer | <u>X</u> | <u> </u> |
| Shall be certified to EPA Final Tier 4 Interim emission levels | <u>X</u> | <u> </u> |
| Shall be equipped with both a diesel particulate filter and selective catalyst reduction emissions system using DEF to meet FT4 emissions | <u>X</u> | <u> </u> |
| Exhaust filter shall be able to regenerate automatically during normal machine operation | <u>X</u> | <u> </u> |
| Exhaust filter shall have a 10,000 hour assurance on life, failure of the unit before 10,000 hours shall be replaced free of charge to the County | <u>X</u> | <u> </u> |
| Engine shall have a wet-sleeve cylinder liner design over dry sleeve and cast-in-bore design to promote cylinder and piston ring durability | <u>X</u> | <u> </u> |
| Engine displacement shall be no less than 9.0 liters (548 Cu. In) | <u>X</u> | <u> </u> |
| Engine net peak power shall be no less than 316 hp @ 1500 rpm | <u>X</u> | <u> </u> |
| Engine shall develop a 50% minimum torque rise and should have minimum 1,073 lb. ft. @ 1,500 rpm net peak torque | <u>X</u> | <u> </u> |
| Fuel system shall be high pressure, common rail | <u>X</u> | <u> </u> |
| Daily check points shall be accessible from one side of the engine and shall be done from ground level | <u>X</u> | <u> </u> |
| Under-hood engine air cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light. Must be able to access air cleaner without tools | <u>X</u> | <u> </u> |
| Shall have centrifugal precleaner air intake to minimize plugging | <u>X</u> | <u> </u> |
| Access to engine will be open from both sides with side opening, full-access service doors | <u>X</u> | <u> </u> |
| Service interval for the engine oil filter shall be 500 hours | <u>X</u> | <u> </u> |
| Unit shall have an auto-idle, auto-shutdown feature for the engine as a standard | <u>X</u> | <u> </u> |
| Unit shall have automatic, engine controlled ether start aid for cold start aid | <u>X</u> | <u> </u> |
| Engine compartment light for checking engine fluids in reduced lighting | <u>X</u> | <u> </u> |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE
LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|---|-------------------|---------------|
| | <u>YES</u> | <u>NO</u> |
| COOLING | | |
| Shall have a proportionally controlled, hydraulically driven reversing fan and 90° swing out fan | <u>X</u> | <u> </u> |
| Shall have two-sided access to all coolers | <u>X</u> | <u> </u> |
| Air intake shall be pre-screened 0.12 inches for each cooling component | <u>X</u> | <u> </u> |
| Cooling system shall be isolated from the engine compartment | <u>X</u> | <u> </u> |
| Shall have coolant recovery tank | <u>X</u> | <u> </u> |
| Shall have a fan guard | <u>X</u> | <u> </u> |
| Fluid levels can be easily checked by sight gauges or overflow tank | <u>X</u> | <u> </u> |
| Coolant shall be extended life with 6,000 hour change interval minimum | <u>X</u> | <u> </u> |
| POWER TRAIN | | |
| Shall have a torque-converter, countershaft-type power shift transmission, five (5) forward and three (3) reverse speeds | <u>X</u> | <u> </u> |
| Shall have lock-up torque converter and have free wheel stator | <u>X</u> | <u> </u> |
| Shall be electronically controlled and adaptive with load and speed dependent shift modulation | <u>X</u> | <u> </u> |
| Shift modes shall be manual, auto to 1 st or 2 nd , kick down or kick up/down | <u>X</u> | <u> </u> |
| Shall be three (3) clutch cutoff settings adjustable from the switch pad in the cab | <u>X</u> | <u> </u> |
| Service interval for transmission oil filter shall be 2,000 hours | <u>X</u> | <u> </u> |
| Transmission clutch calibration shall be able to be engaged from the cab monitor | <u>X</u> | <u> </u> |
| Shall be equipped with a selectable device that limits wheel spin in loose or slippery ground conditions while loading the bucket | <u>X</u> | <u> </u> |
| Shall have steering column or joystick mounted F-N-R and gear selected lever, kick down button on hydraulic lever | <u>X</u> | <u> </u> |
| Shall have quick shift feature that allows push button gear changes, one gear at a time | <u>X</u> | <u> </u> |
| Sight gauge showing transmission fluid shall be at ground level | <u>X</u> | <u> </u> |
| Transmission filter restriction shall be displayed in the cab | <u>X</u> | <u> </u> |
| Transmission shall be able to reach 24.9 mph in 4 th gear and 18.8 mph in 3 rd gear | <u>X</u> | <u> </u> |
| Tires shall be 26.5R25 1 Star Radial | <u>X</u> | <u> </u> |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE
LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|---|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| AXLES/BRAKES | | |
| Final drives shall be heavy-duty inboard planetary | X | _____ |
| Loader shall have two (2) brake pedals with an activation switch to allow left brake pedal to switch between a brake neutralizer or brake only function | X | _____ |
| Service brake shall be hydraulically actuated, inboard sun shaft mounted, pressure oil cooled, self-adjusting disc, sealed from water, mud, and dust contamination | X | _____ |
| Axles shall have temperature sensors to warn of overheating from excessive brake use | X | _____ |
| Axle oil shall be filtered and cooled with oil-to-air coolers in the cooling package as standard for both front and rear axles | X | _____ |
| Brakes shall be easy access for inspection | X | _____ |
| Parking brake shall be automatic spring applied, hydraulically released, driveline mounted, oil-cooled, multi-disc and sealed from water, mud, and dust contamination | X | _____ |
| Axles breathers shall be elevated to reduce contamination | X | _____ |
| Rear axle oscillation, stop to stop shall be 26°, equipped with 26.5R25 1 Star Radial Tires | X | _____ |
| Additional hydraulic axle coolers for braking system shall be standard | X | _____ |
| Dipstick port and housing fill shall be at the top of the axle | X | _____ |
| Front axles shall be hydraulically actuated, engage/disengage on the go disc clutch style, locking differential for maximum traction when required | X | _____ |
| Loader shall have standard hydraulic locking front with conventional rear axle | X | _____ |
| HYDRAULIC SYSTEM | | |
| Hydraulic filter shall be in-tank, vertical mounting with service interval of 4,000 hours | X | _____ |
| Two (2) variable displacement, load sensing axial piston pumps, closed center system | X | _____ |
| Hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid heating | X | _____ |
| Hydraulic flow no less than 130 gpm | X | _____ |
| Unit shall be equipped with ride control for improved operator comfort and reduced material spillage | X | _____ |
| Hydraulic tank capacity shall be no less than 43 gallons for extended fluid intervals and cooler system temperatures | X | _____ |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE
LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|---|-------------------|---------------|
| | <u>YES</u> | <u>NO</u> |
| HYDRAULIC SYSTEM (CONT'D) | | |
| Unit shall have automatic return to dig level attachment | <u>X</u> | <u> </u> |
| Unit shall have an in-cab adjustable automatic boom return-to-carry control | <u>X</u> | <u> </u> |
| Unit shall have an in-cab adjustable automatic boom height kick out control | <u>X</u> | <u> </u> |
| A sight gauge shall be provided with a master electrical disconnect switch | <u>X</u> | <u> </u> |
| Hydraulic pump shall be variable-displacement, axial piston pump, closed center, pressure-compensating system | <u>X</u> | <u> </u> |
| Loader steering articulation angle shall be no less than 80° (40° in each direction) | <u>X</u> | <u> </u> |
| ELECTRICAL | | |
| Two (2) batteries shall be included, 12-volt, 1400 CCA, 440-min rated reserve | <u>X</u> | <u> </u> |
| Electrical system shall be 24 volt with 130 amp alternator | <u>X</u> | <u> </u> |
| Color coded remote-start battery terminals for easier and faster jump starting | <u>X</u> | <u> </u> |
| Unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches | <u>X</u> | <u> </u> |
| Unit shall have a keyless starting system with configurable security settings for each operator | <u>X</u> | <u> </u> |
| Unit shall be provided with a master electrical disconnect switch | <u>X</u> | <u> </u> |
| Cab shall be wired for rotating beacon/strobe light | <u>X</u> | <u> </u> |
| In-cab switch module shall be sealed to keep out dirt, dust and airborne debris | <u>X</u> | <u> </u> |
| Unit shall be equipped with driving lights with guards, turn signals and flashers, stop and tail lights | <u>X</u> | <u> </u> |
| Tail lights shall be LED type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine | <u>X</u> | <u> </u> |
| Work lights shall have the standard courtesy lights where the lights remain lit after shut down while the operator exits the cab for a programmable period and then shuts down | <u>X</u> | <u> </u> |
| Unit shall be equipped with simulated analog gauges for engine coolant temperature, transmission oil temperature, hydraulic oil temperature, and engine oil pressure | <u>X</u> | <u> </u> |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE
LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|---|-------------------|---------------|
| | <u>YES</u> | <u>NO</u> |
| ELECTRICAL (CONT'D) | | |
| Unit shall have digital readout for engine rpm, odometer, transmission gear indicator, speedometer, hour meter, fuel level, and outside temperature | <u>X</u> | <u> </u> |
| Unit shall have operator warning light for check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, and hydraulic oil temperature | <u>X</u> | <u> </u> |
| OPERATOR STATION | | |
| Loader shall be equipped with cab with air with ROPS/FOPS protection and be multiplane isolation mounted for noise/vibration reduction | <u>X</u> | <u> </u> |
| 3" retractable seat belt shall be installed | <u>X</u> | <u> </u> |
| Seat belt shall be colored blaze orange for easy ground level visibility | <u>X</u> | <u> </u> |
| Steering wheel shall be tiltable | <u>X</u> | <u> </u> |
| 3-Point contact at all times while climbing to the operator station; continuous handrails with no cross rails that require operator to remove hands from hand rails | <u>X</u> | <u> </u> |
| Cab shall have continuous and unobstructed glass from the roofline to floor for visibility in tight quarters | <u>X</u> | <u> </u> |
| Cab shall have two (2) cup holders, personal cooler holder/storage compartment for operator's manual, and rubber floor mat | <u>X</u> | <u> </u> |
| GENERAL SPECIFICATIONS | | |
| Loader shall have environmental drains and oil sampling for the engine oil, transmission oil, hydraulic oil, and engine coolant | <u>X</u> | <u> </u> |
| Fluid Sampling Equipment shall be included as follows: | | |
| • Fluid Sampling Kit, AT346594, Twenty (20) Kits | | |
| • Test/Meas. SU, TY27329, Five (5) Kits | | |
| • Scan Test Kit, TY26873, Ten (10) Kits | | |
| • Test/Meas. SU, AT315231, Thirty-Five (35) Kits | <u>X</u> | <u> </u> |
| Unit shall come equipped with 26.5R25 1 VSDT Bridgestone Tires – Virgin Foam Filled (no chunks) with 5-piece rims in lieu of air filled tires (not to include spare) | <u>X</u> | <u> </u> |
| Front tires shall be covered with fenders | <u>X</u> | <u> </u> |
| Counterweight shall be built-in | <u>X</u> | <u> </u> |
| Unit shall come equipped with Gem 10 Yard Light Material Bucket with rubber edge and liner plate as standard | <u>X</u> | <u> </u> |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE
LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES **NO**

GENERAL SPECIFICATIONS (CONT'D)

| | | |
|--|---|-------|
| Bucket shall be 136' Wide with JRB females and rubber edge attachment | X | _____ |
| Unit shall be installed with a drawbar with locking pin | X | _____ |
| Unit shall have an articulation locking bar | X | _____ |
| Unit shall have a vandal protection package installed that includes a lockable engine enclosure, right counterweight storage, battery box, filler access for radiator, fuel, hydraulic, transmission | X | _____ |
| Unit shall be installed with a loader boom service locking bar | X | _____ |
| Loader shall have reinforced articulation joints with double tapered roller bearings | X | _____ |
| Fuel tank capacity shall be no less than 126 gallons with ground level fueling | X | _____ |
| Tipping load straight with Hi-Lift and 5.25 cubic yard bucket shall not be less than 34,716 lbs. | X | _____ |
| Operating weight with standard equipment: Pin-On GP Bucket with Bolt-On Edge, (5.25 Cubic Yard; 4.0 m ³), 26.5R25 Tires, ROPS cab, 175 lb. operator and full fuel tank shall be no less than 57,100 lbs. | X | _____ |
| Bucket breakout force shall be no less than 38,443 lbs.; Hi Lift Z-Bar with GP Bucket with bolt-on edge | X | _____ |
| Ground clearance under loader shall be no less than 18.2" | X | _____ |
| Loader shall have height to hinge-pin (fully raised) no less than 15' 11" | X | _____ |
| Loader shall have a full turning angle of no less than 40° in each direction or a combined 80° of full articulation | X | _____ |
| Machine tipping load at 40° full turn with Hi Lift Z-Bar with GP bucket with bolt on edge shall be at least 29,749 lbs. with no tire deflation | X | _____ |
| Dump clearance at 45° at full height shall be no less than 11' 10" | X | _____ |
| Reach at 45° dump, 7' clearance shall be no less than 7' 11" | X | _____ |
| Automatic reversing fan with monitor adjustable 20-40 minute time increments | X | _____ |
| Hi-Lift Loader linkage for additional 1' 10" height to hinge pin, fully raised | X | _____ |
| Centrifugal cab fresh air pre-cleaner for heavy airborne debris and dust | X | _____ |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE
LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|--|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| GENERAL SPECIFICATIONS (CONT'D) | | |
| SMV mounted off rear of machine | X | |
| License plate bracket with light | X | |
| Heated high back seat with headrest and independent height and weight adjustment | X | |
| Transmission and bottom guard | X | |
| Articulation guard factory installed | X | |
| Third function valve and plumbing | X | |
| JRB style quick coupler installed | X | |
| Block heater | X | |
| Full coverage front fenders | X | |
| Steering cylinders shall not require grease | X | |
| Strobe bracket off roof with strobe | X | |
| FRAMES AND STRUCTURES | | |
| Machine front frame shall be of a 4-plate design of four (4) vertical plates extending from boom pivot pins reaching to the front axle to distribute boom loads on the axles | X | |
| Loader bucket bell-crank linkage shall be fabricated of high strength steel for increased durability and strength over castings | X | |
| ACCESSORIES | | |
| 5 lb. fire extinguisher installed in cab | X | |
| Five (5) years of JD Link GPS tracking system for maintenance and trouble shooting | X | |
| Three (3) complete sets of Parts and Technical manuals, either soft cover, CD-ROM or thumb drive | X | |
| Five (5) gallons of recommended use hydraulic oil | X | |
| One (1) complete set of filters: oil, air, fuel, hydraulic | X | |
| WARRANTY | | |
| One (1) Year, 1,500 Hours Full Coverage, no cost for travel time or mileage to diagnose any warranty claims | X | |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE
LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|---|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| <u>OPTIONS</u> | | |
| ✓ <u>1A. Warranty Upgrade Package #1</u> | | |
| 5 Year/60 Month/5,000 Hour Comprehensive Warranty | <u>X</u> | _____ |
| Travel Time/Mileage included for the first year | <u>X</u> | _____ |
| ✓ <u>1B. Warranty Upgrade Package #2</u> | | |
| 7 Year/84 Month/5,000 Hour Comprehensive Warranty | <u>X</u> | _____ |
| Travel Time/Mileage included for the first year | <u>X</u> | _____ |
| ✓ <u>1C. Warranty Upgrade Package #3</u> | | |
| 7 Year/84 Month/5,000 Hours Comprehensive Warranty | <u>X</u> | _____ |
| Travel Time/Mileage covered for the life of the Warranty | <u>X</u> | _____ |
| ✓ <u>1D. Preventative Maintenance Package</u> | | |
| On site for 4,000 hours of service as per manufacturer's guidelines, all oils and filters to be removed by dealer. | <u>X</u> | _____ |
| Oil analysis shall be included in all services | <u>X</u> | _____ |
| ✓ <u>1E. Tires</u> | | |
| 26.5R25 1 VSDT Bridgestone L5 Radial Tires with 5-piece rims | <u>X</u> | _____ |
| Shall include one (1) spare tire and rim | <u>X</u> | _____ |
| ✓ <u>1F. Bucket</u> | | |
| 5.25 Yard Bucket with Edge and High Visibility coupler ears | <u>X</u> | _____ |
| ✓ <u>1G. Diagnostic Tools / Test Equipment</u> | | |
| 1. Successful bidder may be required to supply between one (1) to three (3) complete sets of test/diagnostic/ programming equipment (i.e. laptop, software, cabling, and adapters) and special tools required to perform the full range of diagnostic and maintenance actions necessary to maintain vehicle operability. This equipment will cover the vehicle chassis, engine, transmission, brakes, hydraulics, and all additional equipment (if applicable). | <u>X</u> | _____ |
| 2. All laptop computers will be of the newest available technology and have sufficient storage and memory to operate all required software. | <u>X</u> | _____ |
| 3. Provide a list of all test/diagnostic/programming equipment and special tools being supplied at the time of bid. | <u>X</u> | _____ |

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES **NO**

OPTIONS (CONT'D)

✓ **1G. Diagnostic Tools / Test Equipment (Cont'd)**

- | | | |
|--|---|-------|
| 4. All software installations and activations will be completed by the successful bidder at no cost to the County. | X | _____ |
| 5. All software updates and renewal will be provided at no cost to the County for a period of five (5) years from the acceptance of the equipment. | X | _____ |
| 6. All technical issues relating to test/diagnostic/programming equipment and special tools shall be resolved by the successful bidder at no cost to the County for a period of five (5) years from the acceptance of the equipment. | X | _____ |
| 7. Training shall be provided on all items in this section at a County location. | X | _____ |

✓ **1H. Two-Way Radio Power and Wiring Requirements for New Vehicles**

For the purpose of installing two-way radios into new County vehicles and equipment, the following power and wiring components shall be included:

1. #12 AWG RED wire connected to 12VDC Battery Source rated at 20 Amps.
2. #12 AWG BLACK wire connected to chassis ground.
3. #16 AWG YELLOW wire connected to 12VDC Ignition Sense rated at 5 Amps.

These wires shall be encased in plastic wire loom and routed from their source into the cab of the vehicle and secured in the vicinity of the operator. The wiring harness shall be clearly labeled "TWO-WAY RADIO". The wires shall be unterminated. The 12VDC sources shall be protected from making contact with grounded metal surfaces.

X

✓ **1I. Technical Support**

Technical Support is to be provided by factory authorized technical representatives and is to be the original equipment Manufacturer's industry standard technical presentation in a classroom setting.

X

The support provided shall be at the journeyman/equipment technician level and should address limited theory, fault diagnosis and repair pertaining specifically to the equipment supplied under this specification.

X

Technical support may be requested in the following areas:

1. Engine (cooling, fuel, ignition, lubrication systems) – 1 day at each location.
2. Transmission – 1 day at each location
3. Electrical – 1 day at each location
4. Brakes – 1 day at each location
5. Hydraulic system (dump body, spreader, snow plow) – 1 day at each location
6. Upfitter (dump body, sweeper, etc.) – 1 day at each location

X

✓ **ITEM #1 – MODEL YEAR 2020 OR NEWER, JOHN DEERE 744L HI LIFT 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES **NO**

OPTIONS (CONT'D)

✓ **II. Technical Support (Cont'd)**

A technical representative(s) shall be made available for a total of 180 training/support hours (anticipated to be scheduled in six (6) hour blocks). Shorter training days will be allowed only with consent of Vehicle Services. The total training hours will be required to be provided and no additional compensation will be considered. The actual time to be spent on each area will be by mutual agreement of the Vehicle Services Department and the successful bidder.

 X _____

For the purposes of determining materials and other training costs, class size is anticipated to be comprised of six (6) to ten (10) Vehicle Services Department personnel. Actual class size will be determined by the Vehicle Services Department at the time the classes are scheduled.

 X _____

Before the training is scheduled, Vehicle Services and the contractor will agree on the scope of the training, and the type and quantity of manuals, etc. that are necessary for proper coverage.

 X _____

Technical Support for Vehicle Services may be provided at the following fleet maintenance facility location as scheduled by a Vehicle Services Department representative:

- a. Toms River, 152 Chestnut Street, Toms River, N.J. 08753 (Two (2) sessions will be provided at this location. One beginning at 7 am and another beginning at 1:30 pm)
- b. Manahawkin, 379 Haywood Road, Bldg. 109, Manahawkin, N.J. 08050

 X _____

Technical Support for other Departments will be held at a location within Ocean County. The requesting Department will notify the successful bidder of the location.

 X _____

Training at the successful bidder's site, rather than the designated locations, will be by mutual consent only.

 X _____

Technical support will be requested and scheduled on an as needed basis up to but not exceeding the 180 hours total during a period not to exceed twelve (12) months from the date of placing the last unit in service.

 X _____

Proposal for the furnishing and delivery of **MOTOR VEHICLE: NEW HEAVY DUTY LOADER** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

(X) - YES () - NO

PRICE SCHEDULE

| Item # | Description | Qty. Bid | Max. Qty. | Unit of Meas. | Unit Price | Total Price |
|--------|--|----------|-----------|---------------|------------|-------------------|
| ✓ 1 | Model Year 2020 or Newer, John Deere 744L Hi Lift 4 Wheel Drive Loader, As Specified, or Equal | 1 | 2 | EA | \$ 360,192 | \$ 720,384 |
| | Year, Mfr., Model: <u>2019 JOHN DEERE 744L</u> | | | | | |
| | Engine: <u>JOHN DEERE POWERTECH PSS 6090</u> | | | | | |
| | Transmission: <u>COUNTERSHAFT POWERSHIFT</u> | | | | | |
| | Delivery, A.R.O.: <u>60 - 90 DAYS</u> | | | | | |
| | Warranty: <u>AS SPECIFIED</u> | | | | | |
| | Remarks: _____ | | | | | |
| | <u>OPTIONS:</u> | | | | | |
| ✓ 1a | Warranty Upgrade Package #1, As Specified | 1 | 2 | EA | \$ 9,052 | \$ 18,104 |
| ✓ 1b | Warranty Upgrade Package #2, As Specified | 1 | 2 | EA | \$ 9,957 | \$ 19,914 |
| ✓ 1c | Warranty Upgrade Package #3, As Specified | 1 | 2 | EA | \$ 15,822 | \$ 31,644 |
| ✓ 1d | Preventative Maintenance Package, As Specified | 1 | 2 | EA | \$ 25,174 | \$ 50,348 |
| ✓ 1e | Tires, As Specified | 1 | 2 | EA | \$ 6,800 | \$ 13,600 |
| ✓ 1f | Bucket, As Specified | 1 | 2 | EA | \$ 12,164 | \$ 24,328 |
| ✓ 1g | Diagnostic Tools/Test Equipment, As Specified | 1 | 3 | EA | \$ 10,500 | \$ 31,500 |
| ✓ 1h | Two-Way Radio, Power and Wiring Requirements, As Specified | 1 | 2 | EA | \$ 750 | \$ 1,500 |
| ✓ 1i | Technical Support, As Specified | 1 | 180 | HR | \$ 130 | \$ 23,400 |
| | TOTAL LUMP SUM (Add Items 1-1i): | | | | | \$ 934,722 |

EXCEPTIONS - LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDER'S LETTERHEAD
VENDOR TO INCLUDE TECHNICAL SPECIFICATIONS AND DESCRIPTIVE LITERATURE WITH
BID PROPOSAL

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. B2019-125

RESOLUTION

August 21, 2019

WHEREAS, on July 23, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of MOTOR VEHICLE: VIBRATORY ASPHALT ROLLER for the County of Ocean; and

WHEREAS, at the advertised time, one response was received from the following bidders:

| <u>Name of Bidder</u> | <u>Address of Bidder</u> |
|-----------------------|---|
| Foley Incorporated | 855 Centennial Avenue Piscataway, NJ 08855 (732) 855-5555 |

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the sole qualified bid, according to specifications, namely that of, FOLEY INCORPORATED, be accepted.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract accepting the bid for the furnishing and delivery of Motor Vehicle: Vibratory Asphalt Roller for the County of Ocean, for the contract period from date of award through August 20, 2020, a period of one (1) year or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

FOLEY INCORPORATED for six (6) items, to wit:

ITEMS NO. 1, 1a, 1b, 1c, 1d and 1e.

For a Total Lump Sum Award of \$678,591.00.

2. Payments for the equipment to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. WHEREAS, funds for the equipment and services shall be available within the following funding Sources: Road Department and Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-125.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Road Department, Vehicle Services and Foley Incorporated, the successful bidder.

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR CB13, VIBRATORY ASPHALT ROLLER, AS SPECIFIED OR EQUAL**

| | <u>COMPLIANCE</u> | |
|---|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| GENERAL | | |
| Standard operating weight with ROPS/FOPS canopy is approximately 27,557 lbs. | ✓ | _____ |
| Maximum operating weight with ROPS/FOPS canopy is approximately 28,991 lbs. | ✓ | _____ |
| Static linear load with ROPS/FOPS canopy is 189 lbs./inch | ✓ | _____ |
| Overall length is 15'6" | ✓ | _____ |
| Overall drum width is 79" | ✓ | _____ |
| Overall drum diameter is 51" | ✓ | _____ |
| Maximum compaction width with drum offset is 85" | ✓ | _____ |
| Operating height is 10' | ✓ | _____ |
| Ground clearance height is approximately 11'5" | ✓ | _____ |
| Curb clearance is approximately 28" | ✓ | _____ |
| Hydraulic tank capacity minimum 9.5 gallons | ✓ | _____ |
| Drum shell shall be 0.67" thick | ✓ | _____ |
| Overall width of ROPS shall be 7' 8" | ✓ | _____ |
| Wheelbase from center drum to center drum shall be 11' 3" | ✓ | _____ |
| Machine paint shall be approved shade of yellow for visibility | ✓ | _____ |
| ENGINE AND POWERTRAIN | | |
| C4.4 engine meets US EPA Tier 4 Final and EU State IV emission | ✓ | _____ |
| Engine provides 106 kW of power | ✓ | _____ |
| 4-cylinder engine | ✓ | _____ |
| Engine shall be equipped with electronic control module that enables advanced troubleshooting and diagnostic capabilities | ✓ | _____ |
| Automatic eco-mode operation for reduced fuel consumption and lower sound level | ✓ | _____ |
| Center hitch design provides up to 6° oscillation angle | ✓ | _____ |
| Offset hitch switch control located on propel lever | ✓ | _____ |
| Maximum operation speed is 8 mph | ✓ | _____ |

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR CB13, VIBRATORY ASPHALT ROLLER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|---|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| ENGINE AND POWERTRAIN (CONT'D) | | |
| Fuel tank capacity of 66 gallons | ✓ | _____ |
| Machine must come equipped with an ultra-clean fuel filter with integrated electric priming pump | ✓ | _____ |
| Transmission must be 2-speed hydrostatic | ✓ | _____ |
| Alternator shall be 120 amp | ✓ | _____ |
| Machine shall have service braking system and parking brake system | ✓ | _____ |
| Engine compartment must be lockable | ✓ | _____ |
| Engine bore shall be 4.13" | ✓ | _____ |
| Engine stroke shall be 5" | ✓ | _____ |
| OPERATOR'S STATION | | |
| Machine shall come equipped with a canopy | ✓ | _____ |
| Operator station shall be standard rotation of 180° | ✓ | _____ |
| Operator controls shall pivot with the operator and stay in the same relative position | ✓ | _____ |
| Machine shall be equipped with heated vinyl, air suspension seat | ✓ | _____ |
| Operator seat shall have sliding, fold up arm rests and retractable seat belt | ✓ | _____ |
| 12 Volt power receptacle supports communication devices | ✓ | _____ |
| Cup holders and lockable storage compartments shall be standard | ✓ | _____ |
| LCD display shall be integrated into the operating station and shall provide machine conditions and diagnostics | ✓ | _____ |
| LCD display shall be backlit with multiple language settings | ✓ | _____ |
| Multi-function propel lever provides control of water spray on/off, vibratory control, drum offset, and edge cutter raise/lower | ✓ | _____ |
| Operating console shall be equipped with push-button soft keys for fingertip control | ✓ | _____ |
| Automatic speed control shall allow consistent travel speeds and impact spacing requirements | ✓ | _____ |
| Shall be equipped with power steering | ✓ | _____ |

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR CB13, VIBRATORY ASPHALT ROLLER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|--|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| OPERATOR'S STATION (CONT'D) | | |
| Equipped with adjustable steering console and control/display console | ✓ | _____ |
| Machine shall have indicator light package with audible warning alarm for the following: | | |
| <ul style="list-style-type: none"> • Hydraulic oil pressure • Hydraulic oil temperature • Engine oil pressure • Engine coolant temperature • Glow plugs • Service fault indicator | ✓ | _____ |
| Fuel and water level gauges must be visible | ✓ | _____ |
| Operator seat must be adjustable for both sliding forward, backward and rotation | ✓ | _____ |
| Roller must be equipped with hour meter | ✓ | _____ |
| VIBRATORY SYSTEM | | |
| Shall be equipped with Versa Vibe vibratory and oscillatory vibration system | ✓ | _____ |
| Drum design exhibits a service interval of 3 years/3,000 hours | ✓ | _____ |
| Eccentric weight bearings utilize oil-bath lubrication | ✓ | _____ |
| Vibratory selection includes front drum only, rear drum only, or both drums | ✓ | _____ |
| An adjustable auto-vibe function enables and disables vibration when changing travel direction | ✓ | _____ |
| Each drum shall be equipped with retractable, spring-loaded front and rear scrapers | ✓ | _____ |
| Drums are equipped with rounded edges | ✓ | _____ |
| Versa Vibe system shall include: | | |
| <ul style="list-style-type: none"> • High frequency or high amplitude in a single machine with four (4) amplitude and two (2) frequency selections • Maximum frequency of 63.3 Hz • Maximum Amplitude of 0.030" • Maximum centrifugal force of 19,963 lbs. | ✓ | _____ |
| Oscillatory vibration system shall be paired with standard vibration on the front drum | ✓ | _____ |
| Oscillatory system utilizes the pod-style eccentric weight technology with a 2 Year/2,000 hour service interval | ✓ | _____ |

ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR CB13, VIBRATORY ASPHALT ROLLER, AS SPECIFIED OR EQUAL (CONT'D)

| | <u>COMPLIANCE</u> | |
|--|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| LIGHTS | | |
| Machine shall be equipped with two (2) front high beam headlights | ✓ | _____ |
| Roller shall have two (2) rear facing flood lights | ✓ | _____ |
| Front and rear turn signals standard | ✓ | _____ |
| Front and rear indicator/parking lights standard | ✓ | _____ |
| All road and working lights shall be installed on bumpers | ✓ | _____ |
| Machine shall come equipped with ten (10) LED flood lamps: | | |
| • Two (2) LED flood lamps shall be mounted to ROPS canopy facing forward | | |
| • Two (2) LED flood lamps shall be mounted to ROPS canopy facing rearward | | |
| • One (1) LED flood lamp facing front drum surface | | |
| • One (1) LED flood lamp facing rear drum surface | | |
| • Four (4) LED flood lamps facing the lower drum edges | ✓ | _____ |
| LED flood lamps shall be mounted to folded drum supports | ✓ | _____ |
| Rotating beacon with two (2) LED amber strobe lights shall be mounted to top of machine | ✓ | _____ |
| COMPACTION CONTROL | | |
| CAT Compaction Control displays mat temperatures and records drum coverage | ✓ | _____ |
| Dual infrared sensors mounted on the front and rear bumpers provide real time temperature readings | ✓ | _____ |
| Temperature mapping records mat temperatures for analysis | ✓ | _____ |
| WATER SPRAY SYSTEM | | |
| Pressurized water spray system utilizes a single fill point | ✓ | _____ |
| Dual spray bars provide high flow capability | ✓ | _____ |
| Water spray system includes 18 high performance plastic nozzles, 9 nozzles per spray bar | ✓ | _____ |
| Water tank capacity of 264 gallons | ✓ | _____ |
| Water spray system shall be equipped with constant or adjustable, intermittent spray settings | ✓ | _____ |
| System shall be equipped with dual pumps and corrosion-proof components | ✓ | _____ |

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR CB13, VIBRATORY ASPHALT ROLLER, AS SPECIFIED OR EQUAL (CONT'D)**

| | <u>COMPLIANCE</u> | |
|--|-------------------|-----------|
| | <u>YES</u> | <u>NO</u> |
| WATER SPRAY SYSTEM (CONT'D) | | |
| Water pump usage alternates with the directions of travel | ✓ | _____ |
| System shall be equipped with triple filtration | ✓ | _____ |
| Water spray system shall be drainable through a single port | ✓ | _____ |
| Water spray filters and nozzles should be removable without tools | ✓ | _____ |
| ACCESSORIES | | |
| Include five (5) gallons of recommended-use hydraulic oil | ✓ | _____ |
| Include one (1) complete set of manufacturer-recommended filters | ✓ | _____ |
| Include ten (10) oil sample probe assemblies, PN 8T-9208 | ✓ | _____ |
| WARRANTY | | |
| Manufacturer shall be the single-source provider of all machine and engine warranty service | ✓ | _____ |
| Hitch bearings shall be sealed for life | ✓ | _____ |
| One (1) Year/Unlimited Hours Standard | ✓ | _____ |
| Mileage and travel time for all diagnostics are included for the first year | ✓ | _____ |
| <u>OPTIONS</u> | | |
| ✓ <u>1A. Warranty Upgrade Package #1</u> | | |
| 5 Year/60 Month/5,000 Hour Comprehensive Warranty | ✓ | _____ |
| Included technician, hydraulic and powertrain diagnostics | ✓ | _____ |
| Travel Time/Mileage included for the first year | ✓ | _____ |
| ✓ <u>1B. Preventative Maintenance Package</u> | | |
| Maintenance for 5 years, and shall include up to four (4) service calls per year during the 5-year period, totaling 20 services | ✓ | _____ |
| Maintenance shall be performed at a County location to be determined at the time services are needed | ✓ | _____ |
| Maintenance shall be performed by qualified, dealer-appointed technicians | ✓ | _____ |
| The County shall incur no additional charges for these service calls; all consumables, travel time and mileage shall be included | ✓ | _____ |

✓ **ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR CB13, VIBRATORY ASPHALT ROLLER, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES **NO**

OPTIONS (CONT'D)

✓ **1C. Diagnostic Tools / Test Equipment**

- | | | |
|---|---|-------|
| 1. Successful bidder may be required to supply between one (1) to three (3) complete sets of test/diagnostic/ programming equipment (i.e. laptop, software, cabling, and adapters) and special tools required to perform the full range of diagnostic and maintenance actions necessary to maintain vehicle operability. This equipment will cover the vehicle chassis, engine, transmission, brakes, hydraulics, and all additional equipment (if applicable). | ✓ | _____ |
| 2. All laptop computers will be of the newest available technology and have sufficient storage and memory to operate all required software. | ✓ | _____ |
| 3. Provide a list of all test/diagnostic/programming equipment and special tools being supplied at the time of bid. | ✓ | _____ |
| 4. All software installations and activations will be completed by the successful bidder at no cost to the County. | ✓ | _____ |
| 5. All software updates and renewal will be provided at no cost to the County for a period of five (5) years from the acceptance of the equipment. | ✓ | _____ |
| 6. All technical issues relating to test/diagnostic/programming equipment and special tools shall be resolved by the successful bidder at no cost to the County for a period of five (5) years from the acceptance of the equipment. | ✓ | _____ |
| 7. Training shall be provided on all items in this section at a County location. | ✓ | _____ |

✓ **1D. Two-Way Radio Power and Wiring Requirements for New Vehicles**

For the purpose of installing two-way radios into new County vehicles and equipment, the following power and wiring components shall be included:

1. #12 AWG RED wire connected to 12VDC Battery Source rated at 20 Amps.
2. #12 AWG BLACK wire connected to chassis ground.
3. #16 AWG YELLOW wire connected to 12VDC Ignition Sense rated at 5 Amps.

These wires shall be encased in plastic wire loom and routed from their source into the cab of the vehicle and secured in the vicinity of the operator. The wiring harness shall be clearly labeled "TWO-WAY RADIO". The wires shall be unterminated. The 12VDC sources shall be protected from making contact with grounded metal surfaces.

✓ _____

✓ **1E. Technical Support**

Technical Support is to be provided by factory authorized technical representatives and is to be the original equipment Manufacturer's industry standard technical presentation in a classroom setting.

✓ _____

ITEM #1 – MODEL YEAR 2019 OR NEWER, CATERPILLAR CB13, VIBRATORY ASPHALT ROLLER, AS SPECIFIED OR EQUAL (CONT'D)

COMPLIANCE
YES **NO**

OPTIONS (CONT'D)

1E. Technical Support (Cont'd)

The support provided shall be at the journeyman/equipment technician level and should address limited theory, fault diagnosis and repair pertaining specifically to the equipment supplied under this specification.

✓ _____

Technical support may be requested in the following areas:

1. Engine (cooling, fuel, ignition, lubrication systems) – 1 day at each location.
2. Transmission – 1 day at each location
3. Electrical – 1 day at each location
4. Brakes – 1 day at each location
5. Hydraulic system (dump body, spreader, snow plow) – 1 day at each location
6. Upfitter (dump body, sweeper, etc.) – 1 day at each location

✓ _____

A technical representative(s) shall be made available for a total of 180 training/support hours (anticipated to be scheduled in six (6) hour blocks). Shorter training days will be allowed only with consent of Vehicle Services. The total training hours will be required to be provided and no additional compensation will be considered. The actual time to be spent on each area will be by mutual agreement of the Vehicle Services Department and the successful bidder.

✓ _____

For the purposes of determining materials and other training costs, class size is anticipated to be comprised of six (6) to ten (10) Vehicle Services Department personnel. Actual class size will be determined by the Vehicle Services Department at the time the classes are scheduled.

✓ _____

Before the training is scheduled, Vehicle Services and the contractor will agree on the scope of the training, and the type and quantity of manuals, etc. that are necessary for proper coverage.

✓ _____

Technical Support for Vehicle Services may be provided at the following fleet maintenance facility location as scheduled by a Vehicle Services Department representative:

- a. Toms River, 152 Chestnut Street, Toms River, N.J. 08753 (Two (2) sessions will be provided at this location. One beginning at 7 am and another beginning at 1:30 pm)
- b. Manahawkin, 379 Haywood Road, Bldg. 109, Manahawkin, N.J. 08050

✓ _____

Technical Support for other Departments will be held at a location within Ocean County. The requesting Department will notify the successful bidder of the location.

✓ _____

Training at the successful bidder's site, rather than the designated locations, will be by mutual consent only.

✓ _____

Technical support will be requested and scheduled on an as needed basis up to but not exceeding the 180 hours total during a period not to exceed twelve (12) months from the date of placing the last unit in service.

✓ _____

Proposal for the furnishing and delivery of **MOTOR VEHICLE: VIBRATORY ASPHALT ROLLER** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

PRICE SCHEDULE

| Item # | Description | Qty. Bid | Max. Qty. | Unit of Meas. | Unit Price | Total Price |
|--------|--|----------|-----------|---------------|------------|-------------------------|
| ✓ 1 | Model Year 2019 or Newer, Caterpillar CB13, Vibratory Asphalt Roller, As Specified, or Equal | 1 | 3 | EA | \$173,283 | \$519,849 |
| | Year, Mfr., Model: <u>2019 or newer CAT CB13</u> | | | | | |
| | Engine: <u>CAT C4.4</u> | | | | | |
| | Transmission: <u>Hydraulically driven</u> | | | | | |
| | Delivery, A.R.O.: <u>October 2019</u> | | | | | |
| | Warranty: <u>Standard Warranty: 1 year / unlimited hours; 1 year travel time and mileage</u> | | | | | |
| | Remarks: _____ | | | | | |
| | <u>OPTIONS:</u> | | | | | |
| ✓ 1a | Warranty Upgrade Package #1, As Specified | 1 | 3 | EA | \$2,830 | \$8,490 |
| ✓ 1b | Preventative Maintenance Package, As Specified | 1 | 3 | EA | \$29,173 | \$87,519 |
| ✓ 1c | Diagnostic Tools/Test Equipment, As Specified | 1 | 3 | EA | \$14,388 | \$31,791 |
| ✓ 1d | Two-Way Radio, Power and Wiring Requirements, As Specified | 1 | 3 | EA | \$1,423 | \$4,269 |
| ✓ 1e | Technical Support, As Specified | 1 | 180 | HR | \$85 | \$15,300 |
| | TOTAL LUMP SUM (Add Items 1-1e): | | | | | <u>\$667,218</u> |

EXCEPTIONS - LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDER'S LETTERHEAD
VENDOR TO INCLUDE TECHNICAL SPECIFICATIONS AND DESCRIPTIVE LITERATURE WITH BID PROPOSAL



RESOLUTION

August 21, 2019

WHEREAS, on July 23, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of UNPAINTED SNOW FENCE AND DUNE GRASS for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Chemung Supply Corp.
PO Box 527
Elmira, NY 14902
(607) 733-5506

Church's Garden Center & Farms, Inc.
522 Seashore Road
Cape May, NJ 08204
(609) 884-3927 x 2

Madison Township Lumber & Supply Co., Inc.
PO Box 376
Matawan, NJ 07747
(732) 566-5555

Name and Address of Bidder

Road Safety Systems, LLC
12 Park Drive
Shamong, NJ 08088
(609) 801-9332

Accent Fence, Inc.
1450 Bremen Avenue
Egg Harbor City, NJ 08215
(609) 965-6400

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, be accepted, namely, CHEMUNG SUPPLY CORP. Recommendation is made to reject Item No. 3, as unresponsive. It will be rebid.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract, accepting the bid for the furnishing and delivery of Unpainted Snow Fence and Dune Grass for the County of Ocean, for the contract period effective from date of award through August 20, 2020, OR until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

CHEMUNG SUPPLY CORP. for two (2) items, to wit:

ITEMS NO. 1 and 2.

This vendor has extended this contract to County Cooperative Contract System Participants.

2. Payments for the materials to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-126.

4. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Planning Board, County Road Department and Chemung Supply Corp., the successful bidder.

Proposal for the furnishing and delivery of UNPAINTED SNOW FENCE AND DUNE GRASS for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

(x) - YES () - NO

PRICE SCHEDULE

| Item # | Description | Est. Qty. | Unit of Meas. | Unit Price | Total Price |
|-------------------|---|----------------|---------------|------------|--------------|
| ✓ 1 | Unpainted Snow Fence 1 1/2" W x 3/8" T x 48" Long (50' Roll) | 2,304 | ROLL | \$ 39.95 | \$ 92,044.80 |
| Delivery, A.R.O.: | | 14-21 days | | | |
| ✓ 2 | Galvanized U-Channel Steel Delineator Posts: 6' long, 2 1/4" wide, 3/8" holes on 1" centers, 1.12 lbs/foot | 580 | EA | \$ 6.95 | \$ 4031.00 |
| Delivery, A.R.O.: | | 14-21 days | | | |
| 3 | Dune Grass - American Beachgrass (to be purchased in increments of 1,000), As Specified | 406 | THOUSAND | \$ NO BID | \$ NO BID |
| Delivery, A.R.O.: | | 14-21 days ARO | | | |

QUANTITIES ARE FOR BID PURPOSES ONLY - COUNTY DOES NOT GUARANTEE QUANTITIES STATED HEREIN AND RESERVES THE RIGHT TO ORDER ON AN AS-NEEDED BASIS

RESOLUTION

August 21, 2019

WHEREAS, on July 30, 2019, pursuant to legal advertisements therefor, No bids were received for the furnishing and delivery of ENGINEERING AND DRAFTING SUPPLIES NO. II, for Item Nos. 12, 28, 29, 30, 31, 32, 33, 34, 42, 43 and 51, for the County of Ocean; and

WHEREAS, no responsive bids were received for a second time; and

WHEREAS, N.J.S.A. Chapter 40A:11-5(3) provides that, in the event no qualified bids are received on two occasions, a governing body may enter into a negotiable contract.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The County Purchasing Agent is hereby authorized and directed to enter into negotiations leading to the furnishing and delivery of Item Nos. 12, 28, 29, 30, 31, 32, 33, 34, 42, 43 and 51, for the furnishing and delivery of ENGINEERING AND DRAFTING SUPPLIES NO. II, for the County of Ocean, this contract shall be in effect from date of award until May 14, 2020, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, County Engineering Department.

RESOLUTION

August 21, 2019

WHEREAS, on July 9, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of WALKING FLOOR TRAILERS for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Hale Trailer Brake & Wheels, Inc.
Rt. 73 & Cooper Rd., PO Box 1400
Voorhees, NJ 08043
(856) 768-1330

Name and Address of Bidder

MAC Trailer Mfg., Inc.
14599 Commerce Street
Alliance, OH 44601
(330) 428-3092

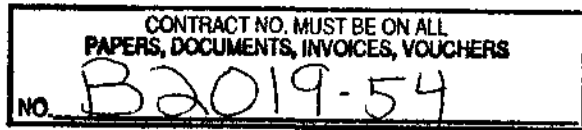
; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that all bids received be rejected as unresponsive. All items will be rebid.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. Upon recommendation of the County Purchasing Agent, all bids received for Walking Floor Trailers, are hereby rejected.

2. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Vehicle Services and the unsuccessful bidders.



RESOLUTION

August 21, 2019

WHEREAS, on March 19, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of PRINTER CARTRIDGES NO. II for the County of Ocean; and

WHEREAS, on April 17, 2019, Contract B2019-54, Section K, Item 242 was awarded to Solvix Solutions, LLC; and

WHEREAS, the County Purchasing Agent has requested Contract B2019-54, SECTION K, Item 242 awarded to be rescinded as vendor is no longer able to honor their contract; and

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The aforementioned Resolution and Contract dated April 17, 2019, awarding Section K, Item No. 242 to Solvix Solutions, LLC is hereby rescinded.
2. The Director and Clerk of this Board are hereby authorized and directed to enter into a Contract with the next lowest qualified bidder, namely SUPPLY SAVER CORPORATION for Section K, Item 242 for a Total Lump Sum Award of \$2,835.00.
3. Payments for the materials to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidder in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.
4. WHEREAS, funds for the materials shall be available within the following funding Sources: All County Departments O.E.
5. All other provisions of the Resolution and contract documents described above shall remain in full force and effect.
6. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-54.

7. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Adjuster's, Bridges, Buildings & Grounds, Business Development & Tourism, Central Supply Warehouse, Clerk of the Board, Consumer Affairs, Corrections, County Administrator, County Clerk, County Connection, County Counsel, Culture & Heritage, Election Board, Employee Relations/ Personnel, Engineering, Extension Service, Fire Marshal (Lakewood), Fire/First Aid Training Center, Human Services, Information Technology, Juvenile Services, Library, Management and Budget, Medical Examiner, Parks Department, Planning Board, Police Academy, Printing and Graphic Arts, Prosecutor, Public Information, Risk Management, Roads, Security, Senior Services, Shade Tree Commission, Sheriff's 911 Communications, Sheriff's CIU, Sheriff's Emergency Management, Sheriff's Office, Sheriff's Warrants Div., Solid Waste Management, Superintendent of Schools, Surrogate, Tax Board, Transportation Department, Vehicle Services, Veteran's Service Bureau, Wireless Technology and Supply Saver Corporation, the successful bidder.

SUPPLY SAVER CORPORATION

| Item # | Description | 2 Year Est. Qty. | Unit of Meas. | Unit Price | Total Price |
|--|---|------------------|---------------|------------|--------------------|
| SECTION I - XEROX (NO SUBSTITUTIONS) | | | | | |
| 231 | 113R00719 - Cyan | 23 | EA | \$ 139.00 | \$ 3197.00 |
| 232 | 113R00720 - Magenta | 25 | EA | \$ 139.00 | \$ 3475.00 |
| 233 | 113R00721 - Yellow | 25 | EA | \$ 139.00 | \$ 3475.00 |
| 234 | 113R00722 - Black | 35 | EA | \$ 129.00 | \$ 4515.00 |
| 235 | 113R00726 - Black | 9 | EA | \$ 219.00 | \$ 1971.00 |
| SECTION I TOTAL LUMP SUM (ADD ITEMS 231-235): | | | | | <u>\$ 16633.00</u> |
| SECTION J - BROTHER (NO SUBSTITUTIONS) | | | | | |
| 236 | DR-400 - Drum Kit | 16 | EA | \$ 159.00 | \$ 2544.00 |
| 237 | TN-430 - Black | 22 | EA | \$ 63.00 | \$ 1386.00 |
| 238 | TN-450 - Black (High Yield) | 20 | EA | \$ 58.00 | \$ 1160.00 |
| 239 | TN-460 - Black | 32 | EA | \$ 89.00 | \$ 2848.00 |
| 240 | TN-580 - Black | 5 | EA | \$ 115.00 | \$ 575.00 |
| 241 | TN-350 - Black | 19 | EA | \$ 69.00 | \$ 1311.00 |
| SECTION J TOTAL LUMP SUM (ADD ITEMS 236-241): | | | | | <u>\$ 9824.00</u> |
| SECTION K - OCE - LARGE FORMAT PRINTER | | | | | |
| ✓ 242 | Toner #1070066386, 2 Bottles, 1 Waste Container, NO SUBSTITUTIONS | 15 | EA | \$ 189.00 | \$ 2835.00 |
| SECTION K TOTAL LUMP SUM: | | | | | <u>\$ 2,835.00</u> |

RESOLUTION

August 21, 2019

WHEREAS, on April 30, 2019, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of JANITORIAL SUPPLIES for the County of Ocean; and

WHEREAS, on June 19, 2019, Contract B2019-73, Item No. 50 was awarded to SOUTH JERSEY PAPER; and

WHEREAS, the County Purchasing Agent has requested Contract B2019-73, Item No. 50 awarded to South Jersey Paper be rescinded as vendor is unable to supply item; and

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The aforementioned Resolution and Contract dated June 19, 2019, awarding Item No. 50, to South Jersey Paper is hereby rescinded.

2. The Director and Clerk of this Board are hereby authorized and directed to enter into an Amendatory Contract with GENERAL LINEN & PAPER, for Item No. 50, the next lowest qualified bidder.

3. Payments for the materials to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

4. All other provisions of the Resolution and contract documents described above shall remain in full force and effect.

5. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-73.

6. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Bridge Department, County Superintendent of Buildings and Grounds, Central Supply Warehouse, Corrections, Election Board, Human Services, Juvenile Services, County Department of Parks and Recreation, Planning Board, Printing and Graphic Arts, Roads, Security, Sheriff's CIU, Sheriff's Office, Solid Waste Management, Transportation Department, Vehicle Services and General Linen & Paper, the successful bidder.

GENERAL LINEN AND PAPER

| Item # | Description | Est. Qty. | Unit of Meas. | Unit Price | Total Price | Brand/Model# | Pack | Delivery A.R.O. |
|---------------------------------------|--|-----------|---------------|----------------------|-------------|--------------|----------|-----------------|
| 49 | Ultra Green Carpet Spotter, Ready to Use, 12 Quarts/Case, Simplify Chemicals, or Equal, MUST BE EPA RECOGNIZED & GREEN SEAL CERTIFIED | 40 | CASE | \$ | \$ | | | |
| ✓ 50 | Floor Absorbent, Oil Dry or Equal, 40 lb. Bag | 222 | BAG | \$ 8.90 ^F | \$ 1975.80 | PC0028QT | 28QT 4ab | 1 week |
| 51 | Simplify Chemical Sealer Finish, 5 Gallon Container, NO SUBSTITUTIONS | 31 | CONT | \$ | \$ | | | |
| 52 | Universal Absorbent Pads for Oil and Water, 15" X 19", Absorbs 31.4 Gallons, 100 Pads/Pack | 60 | PACK | \$ | \$ | | | |
| 53 | Universal Absorbent Pads for Oil and Water, 15" X 150", Fine Fiber Roll, 2 Rolls/Pack | 60 | PACK | \$ | \$ | | | |
| 54 | Oil Absorbent Only Pads, Oil Use ONLY , Absorbs 31.4 Gallons, 15" X 19", 100 Pads/Pack | 60 | PACK | \$ | \$ | | | |
| 55 | Oil Absorbent Only Pads, Oil Use ONLY , Absorbs 21.5 Gallons, 15" X 18", 100 Pads/Pack | 60 | PACK | \$ | \$ | | | |
| 56 | Liquid Wax Stripper, Non-Ammonia, 5 Gallon Pail | 37 | PAIL | \$ | \$ | | | |
| 57 | Floor Finish, ZEP Ovation, 5 Gallon Pail, NO SUBSTITUTIONS | 41 | PAIL | \$ | \$ | | | |
| 58 | Acrylic Seal, Butchers Iron Stone #4006520, 5 Gallon Pail, NO SUBSTITUTIONS | 25 | PAIL | \$ | \$ | | | |
| Restroom Cleaners and Supplies | | | | | | | | |
| 59 | Mop, Toilet Bowl, SSS or Equal | 360 | EA | \$ | \$ | | | |

RESOLUTION

August 21, 2019

WHEREAS, on December 5, 2018 a resolution was adopted which awarded contract B2018-137 for **PROCESSING OF RECYCLABLE MATERIALS** for the County of Ocean; and

WHEREAS, it has been recommended to this Board that an Amendment to the resolution is necessary as a successful bidder, Mazza Recycling Services, Ltd., wishes to extend contract prices to "County Cooperative Contract Purchasing System Participants";

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to amend the Resolution for **PROCESSING OF RECYCLABLE MATERIALS** for the County of Ocean.
2. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Purchasing Agent, Department of Finance, Parks Department, Road Department, Solid Waste Management, Transportation Department, Buildings and Grounds, and Mazza Recycling Services, Ltd.



RESOLUTION

August 21, 2019

WHEREAS, on July 30, 2019, pursuant to legal advertisements therefor, sealed bids were received for the REPLACEMENT OF RIDGEWAY BOULEVARD BRIDGE (STRUCTURE NO. 1518-002), RIDGEWAY BOULEVARD OVER THE RIDGEWAY BRANCH OF THE TOMS RIVER, MANCHESTER TOWNSHIP, County of Ocean, State of New Jersey, in accordance with plans and specifications prepared by the County Engineer and approved by the Ocean County Board of Chosen Freeholders; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Midlantic Construction, LLC
371 N. Main Street
Barnegat, NJ 08005
(732) 223-9393

C. J. Hesse, Inc.
25 First Avenue
Atlantic Highlands, NJ 07716
(732) 291-8100

Colonnelli Brothers, Inc.
409 South River Street
Hackensack, NJ 07601
(201) 440-1118

Walters Marine Construction, Inc.
414 Woodbine-Oceanview Road
Ocean View, NJ 08230
(609) 624-8702

Name and Address of Bidder

Earle Asphalt Company
PO Box 556
Farmingdale, NJ 07727
(732) 308-1113

Marbro, Inc.
127 Pine St., PO Box 134
Montclair, NJ 07042
(973) 744-8383

Underground Utilities Corp.
711 Commerce Road
Linden, NJ 07036
(908) 862-8936

CRS Contractors, Inc.
315 Route 34, Suite 137
Colts Neck, NJ 07722
(732) 946-8400

; and

WHEREAS, after receipt and examination of same, the County Purchasing Agent referred all bids to the County Engineer for study and recommendation to the Board; and

WHEREAS, the County Engineer has now recommended to this Board that the lowest qualified bid namely that of MIDLANTIC CONSTRUCTION, LLC, be accepted for the REPLACEMENT OF RIDGEWAY BOULEVARD BRIDGE (STRUCTURE NO. 1518-002), RIDGEWAY BOULEVARD OVER THE RIDGEWAY BRANCH OF THE TOMS RIVER, MANCHESTER TOWNSHIP, County of Ocean, State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract with Midlantic Construction, LLC, accepting their low bid in the amount of \$1,471,269.77 for the REPLACEMENT OF RIDGEWAY BOULEVARD BRIDGE (STRUCTURE NO. 1518-002), RIDGEWAY BOULEVARD OVER THE RIDGEWAY BRANCH OF THE TOMS RIVER, MANCHESTER TOWNSHIP, County of Ocean, State of New Jersey, in accordance with plans and specifications prepared by the County Engineer. All work under this Contract shall be completed within **two hundred forty (240)** calendar days.

2. The Department of Finance has certified that funds are available in Account No. Account No. 417-185-C903 in the amount of \$1,471,269.77 to cover this contract and the amount of the contract shall be encumbered against the said Appropriations.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-127E.

4. Be it further resolved that certified copies of this Resolution shall be made available to each of the following:

- a. County Auditor;
- b. County Department of Purchasing;
- c. Department of Finance;

d. County Engineer who shall see that the successful bidder enters into a proper contract for the faithful performance of their bid and that said contract is duly filed with the Clerk of this Board, who shall see that the successful bidder furnishes to the County of Ocean a properly executed surety company bond for the faithful performance of their contract.

**No Associated
Documents**

RESOLUTION
August 21, 2019

WHEREAS, the County of Ocean owns Ocean County Airport at Robert J. Miller Airpark in Berkeley and Lacey Townships, Ocean County; and

WHEREAS, there exists a need to design a new T-Hangar Building, T-Hangar Taxilane, and other associated improvements; and

WHEREAS, the Federal Aviation Administration (FAA) maintains a consultant selection review process as outlined in FAA Advisory Circular 150/5100-14E; and

WHEREAS, the County advertised a Request for Qualifications on December 6, 2018 for professional engineering and consulting services for the Airport, according to FAA requirements, for securing architectural, engineering, and planning consultant services for airport improvement projects; and

WHEREAS, the five-year contract for professional engineering and consulting services under the Airport Capital Improvement Program was awarded to the submitter of the most qualified proposal, C&S Engineers, Inc. of Syracuse, New York, commencing on January 1, 2019; and

WHEREAS, this award was made in accordance with the provisions of NJSA 19:44A-20.4 et seq. through an open and fair process; and

WHEREAS, the County has received a cost proposal from C&S Engineers, Inc. for completion of the design phase of the "Construct T-Hangar and Taxilane" project in an amount not to exceed \$221,000.00; and

WHEREAS, this quote was verified through an independent fee analysis which was conducted in accordance with the terms of the professional engineering and consulting services contract; and

WHEREAS, the Department of Planning has determined that C&S Engineers, Inc. is qualified and eligible to provide and be awarded the contract for these services; and

WHEREAS, the Department of Finance will certify that funds are available in Account Number 301-155-C920 in the amount of \$221,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Ocean, State of New Jersey that:

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute a Professional Services Contract with C&S Engineers, Inc., having its offices at 499 Colonel Fileen Collins Boulevard, Syracuse, NY 13212, in the amount of \$221,000.00 for the completion of the Construct T-Hangar and Taxilane (Design) project.

RESOLUTION
PAGE 2

2. Copies of the Resolution together with a copy of the contract for such services set forth above shall be placed on file and be kept available for public inspection in the Office of the Clerk of the Board during normal business hours.

3. The contract number shall be placed on all papers, documents, invoices, and vouchers pertaining to this Agreement.

4. The Freeholder Director, the Clerk of the Board, and other designated County officials are hereby authorized and directed to execute any necessary subsequent related documents.

5. Copies of this resolution shall be made available to the County Administrator, County Finance Director, County Management & Budget Director, County Planning Director, FAA Harrisburg Airport District Office, and C&S Engineers, Inc.

RESOLUTION

August 21, 2019

WHEREAS, the County of Ocean owns Ocean County Airport at Robert J. Miller Airpark in Berkeley and Lacey Townships, Ocean County; and

WHEREAS, on June 19, 2019 the County authorized a grant application to the Federal Aviation Administration (FAA) for up to \$25,015.00 to cover ninety percent (90%) of eligible costs—in addition to a local match covering the remainder of all costs up to \$1,735.00—of the Wildlife Hazard Assessment (Site Visit) project; and

WHEREAS, on July 8, 2019 the County received a grant award from the FAA which includes \$25,015.00 to cover ninety percent (90%) of eligible costs of the Wildlife Hazard Assessment (Site Visit) project; and

WHEREAS, the FAA maintains a consultant selection review process as outlined in FAA Advisory Circular 150/5100-14E; and

WHEREAS, the County advertised a Request for Qualifications on December 6, 2018 for professional engineering and consulting services for the Airport, according to FAA requirements, for securing architectural, engineering, and planning consultant services for airport improvement projects; and

WHEREAS, the five-year contract for professional engineering and consulting services under the Airport Capital Improvement Program was awarded to the submitter of the most qualified proposal, C&S Engineers, Inc. of Syracuse, New York, commencing on January 1, 2019; and

WHEREAS, this award was made in accordance with the provisions of NJSA 19:44A-20.4 et seq. through an open and fair process; and

WHEREAS, the FAA has approved a cost proposal from C&S Engineers, Inc. for completion of the Wildlife Hazard Assessment (Site Visit) project in an amount not to exceed \$26,750.00; and

WHEREAS, the Department of Planning has determined that C&S Engineers, Inc. is qualified and eligible to provide and be awarded the contract for these services; and

WHEREAS, the Department of Finance will certify funds in the amount of \$26,750.00 pending approval of the grant amendment to the 2019 County Budget to cover the costs of this contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Ocean, State of New Jersey that:

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute a Professional Services Contract with C&S Engineers, Inc., having its offices at 499 Colonel Eileen Collins Boulevard, Syracuse, NY 13212, in the amount of \$26,750.00 for the completion of the Wildlife Hazard Assessment (Site Visit) project.

RESOLUTION
PAGE 2

2. Copies of the Resolution together with a copy of the contract for such services set forth above shall be placed on file and be kept available for public inspection in the Office of the Clerk of the Board during normal business hours.

3. The contract number shall be placed on all papers, documents, invoices, and vouchers pertaining to this Agreement.

4. The Freeholder Director, the Clerk of the Board, and other designated County officials are hereby authorized and directed to execute any necessary subsequent related documents.

5. Copies of this resolution shall be made available to the County Administrator, County Finance Director, County Management & Budget Director, County Planning Director, FAA Harrisburg Airport District Office, NJDOT Division of Aeronautics, and C&S Engineers, Inc.

RESOLUTION
August 21, 2019

WHEREAS, the County of Ocean owns Ocean County Airport at Robert J. Miller Airpark in Berkeley and Lacey Townships, Ocean County; and

WHEREAS, on October 17, 2018 the County authorized a grant application to the Federal Aviation Administration (FAA) for up to \$239,789.00 to cover one hundred percent (100%) of eligible costs of the Install Airport Beacons (Construction) Phase II project; and

WHEREAS, on August 1, 2019 the County received a grant award from the FAA for \$239,789.00 to cover one hundred percent (100%) of eligible costs of the Install Airport Beacons (Construction) Phase II project; and

WHEREAS, the FAA maintains a consultant selection review process as outlined in FAA Advisory Circular 150/5100-14E; and

WHEREAS, the County advertised a Request for Qualifications on December 6, 2018 for professional engineering and consulting services for the Airport, according to FAA requirements, for securing architectural, engineering, and planning consultant services for airport improvement projects; and

WHEREAS, the five-year contract for professional engineering and consulting services under the Airport Capital Improvement Program was awarded to the submitter of the most qualified proposal, C&S Engineers, Inc. of Syracuse, New York, commencing on January 1, 2019; and

WHEREAS, this award was made in accordance with the provisions of NJSA 19:44A-20.4 et seq. through an open and fair process; and

WHEREAS, the FAA has approved a cost proposal from C&S Engineers, Inc. for completion of Construction Administration and Construction Observation of the Install Airport Beacons (Construction) Phase II project in an amount not to exceed \$97,000.00; and

WHEREAS, the Department of Planning has determined that C&S Engineers, Inc. is qualified and eligible to provide and be awarded the contract for these services; and

WHEREAS, the Department of Finance will certify funds in the amount of \$97,000.00 pending approval of the grant amendment to the 2019 County Budget to cover the costs of this contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Ocean, State of New Jersey that:

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute a Professional Services Contract with C&S Engineers, Inc., having its offices at 499 Colonel Eileen Collins Boulevard, Syracuse, NY 13212, in the amount of \$97,000.00 for the completion of Construction Administration and Construction Observation of the Install Airport Beacons (Construction) Phase II project.

RESOLUTION
PAGE 2

2. Copies of the Resolution together with a copy of the contract for such services set forth above shall be placed on file and be kept available for public inspection in the Office of the Clerk of the Board during normal business hours.

3. The contract number shall be placed on all papers, documents, invoices, and vouchers pertaining to this Agreement.

4. The Freeholder Director, the Clerk of the Board, and other designated County officials are hereby authorized and directed to execute any necessary subsequent related documents.

5. Copies of this resolution shall be made available to the County Administrator, County Finance Director, County Management & Budget Director, County Planning Director, FAA Harrisburg Airport District Office, NJDOT Division of Aeronautics, and C&S Engineers, Inc.

RESOLUTION
August 21, 2019

WHEREAS, the County of Ocean owns Ocean County Airport at Robert J. Miller Airpark in Berkeley and Lacey Townships, Ocean County; and

WHEREAS, on May 1, 2019 the County authorized a grant application to the Federal Aviation Administration (FAA) for up to \$1,131,552.00 to cover ninety percent (90%) of eligible costs—in addition to a local match covering the remainder of all costs up to \$125,728.00—of the Expand General Aviation Apron (Construction) Phase III project; and

WHEREAS, on July 8, 2019 the County received a grant award from the FAA for \$1,131,552.00 to cover ninety percent (90%) of eligible costs of the Expand General Aviation Apron (Construction) Phase III project; and

WHEREAS, the FAA maintains a consultant selection review process as outlined in FAA Advisory Circular 150/5100-14E; and

WHEREAS, the County advertised a Request for Qualifications on December 6, 2018 for professional engineering and consulting services for the Airport, according to FAA requirements, for securing architectural, engineering, and planning consultant services for airport improvement projects; and

WHEREAS, the five-year contract for professional engineering and consulting services under the Airport Capital Improvement Program was awarded to the submitter of the most qualified proposal, C&S Engineers, Inc. of Syracuse, New York, commencing on January 1, 2019; and

WHEREAS, this award was made in accordance with the provisions of NJSA 19:44A-20.4 et seq. through an open and fair process; and

WHEREAS, the FAA has approved a cost proposal from C&S Engineers, Inc. for completion of Construction Administration and Construction Observation of the Expand General Aviation Apron (Construction) Phase III project in an amount not to exceed \$260,000.00; and

WHEREAS, the Department of Planning has determined that C&S Engineers, Inc. is qualified and eligible to provide and be awarded the contract for these services; and

WHEREAS, the Department of Finance will certify funds in the amount of \$260,000.00 pending approval of the grant amendment to the 2019 County Budget to cover the costs of this contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Ocean, State of New Jersey that:

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute a Professional Services Contract with C&S Engineers, Inc., having its offices at 499 Colonel Eileen Collins Boulevard, Syracuse, NY 13212, in the amount of \$260,000.00 for the completion of Construction Administration and Construction Observation of the Expand General Aviation Apron (Construction) Phase III project.

RESOLUTION
PAGE 2

2. Copies of the Resolution together with a copy of the contract for such services set forth above shall be placed on file and be kept available for public inspection in the Office of the Clerk of the Board during normal business hours.

3. The contract number shall be placed on all papers, documents, invoices, and vouchers pertaining to this Agreement.

4. The Freeholder Director, the Clerk of the Board, and other designated County officials are hereby authorized and directed to execute any necessary subsequent related documents.

5. Copies of this resolution shall be made available to the County Administrator, County Finance Director, County Management & Budget Director, County Planning Director, FAA Harrisburg Airport District Office, NJDOT Division of Aeronautics, and C&S Engineers, Inc.

RESOLUTION

August 21, 2019

WHEREAS, there exists a need for underwriter services in connection with the issuance of refunding bonds by the County for the purpose of refunding various County issued General Obligation Bonds (the "Refunding Bonds"), including the recommended structuring of specific debt series, bond purchase agreements, financing opportunities, commit capital to underwrite the bonds and other service as required to complete the refunding transaction; and

WHEREAS, such underwriting services can be provided by qualified underwriters and investment banking firms; and

WHEREAS, the County of Ocean has publicly solicited Request for Qualifications for the provision of underwriting services in connection with the Refunding Bonds for the County of Ocean in accordance with N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the qualifications were received and reviewed by the County's municipal advisor Public Financial Management, Inc. (PFM) and the Ocean County Department of Finance in accordance with the criteria set forth in the Request for Qualifications; and

WHEREAS, the Ocean County Consultant Selection Review Committee has recommended the appointment of Citigroup Global Markets, Inc. and RBC Capital Markets on the basis of their qualifications to act as underwriters in connection with the Refunding Bonds; and

WHEREAS, the appointment of such firms is in compliance with the provisions of N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law; and

WHEREAS, funds to cover the costs and expenses of such firms shall be included in a refunding bond ordinance to be adopted by the County in connection with the issuance by the County of the Refunding Bonds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. Citigroup Global Markets, Inc. and RBC Capital Markets are hereby appointed by the County as the underwriters of the Refunding Bonds.
2. The County Comptroller is hereby authorized and directed to execute a refunding bond purchase agreement with Citigroup Global Markets, Inc. and RBC Capital Markets in connection with the Refunding Bonds.

3. A copy of this Agreement shall be kept on file and available for public inspection at the Office of the Clerk of the Ocean County Board of Chosen Freeholders, Ocean County Administration Building, Hooper Avenue, Toms River, New Jersey.
4. A notice of this action shall be published once as required by law.
5. Certified copies of this Resolution shall be made available to Ocean County Department of Finance, Citigroup Global Markets, Inc. and RBC Capital Markets.

RESOLUTION

August 21, 2019

WHEREAS, there exists a need for a RIDE ON LITTER VACUUM to support the Department of Building and Grounds in the Maintenance of Ocean County Grounds; and

WHEREAS, the Ocean County Department of Buildings and Grounds has determined that a RIDE ON LITTER VACUUM is essential to the efficient maintenance of Ocean County Grounds; and

WHEREAS, this is awarded in compliance with the NJ State approved contract #19-Fleet 0056; and

WHEREAS, upon review of the quote submitted, the County is desirous of entering into an agreement with WW Grainger, Inc. to provide the Ride On Litter Vacuum needed to support the Department of Buildings and Grounds in the maintenance of the Ocean County Grounds; and

WHEREAS, the funds shall be encumbered for said agreement under account number 016-010-6036-45BG in the amount not to exceed \$41,233.29. Terms subject to the availability of funds.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. This agreement is awarded under the terms and conditions of New Jersey State Contract # 19-Fleet-0056.
2. The Freeholder-Director and Clerk of the Board are hereby authorized and directed to enter into any necessary subsequent documents with WW Grainger, Inc. 1001 Hadley Road, South Plainfield, NJ 07080.
3. A notice of this action shall be published once as required by law.
4. The contract number must be placed on all documents pertaining to this Agreement.
5. A Certified Copy of this Resolution shall remain on file and be available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders.
6. A Certified Copy of this Resolution shall be made available to the Ocean County Comptroller, Ocean County Buildings and Grounds and WW Grainger, Inc.

RESOLUTION
August 21, 2019

WHEREAS, on July 2, 2019 the Ocean County Board of Chosen Freeholders approved the acquisition of Block 55 Lot 61 in the Township of Plumsted under the Ocean County Natural Lands Trust Fund, by resolution #2019000926; and

WHEREAS, surveying services are required for the transfer of title of this property from the seller to the County of Ocean; and

WHEREAS, the Consultant Selection Review Committee recommended twenty-five (25) firms to be qualified to provide Professional Land Surveying Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County; and

WHEREAS, the Ocean County Board of Chosen Freeholders acknowledged that the twenty-five (25) firms are qualified and eligible to perform Professional Land Surveying Services for Various Projects in Ocean County by resolution dated February 20, 2019 referred to as contract number QP2019-58; and

WHEREAS, the County of Ocean has received three proposals from the list of eligible firms and the lowest qualified bidder is Van Cleef Engineering Associates, LLC, Hillsborough, NJ; and

WHEREAS, the bidder submitted a proposal for land surveying services in the lump sum fee of \$6,442.16; and

WHEREAS, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. Authorizing a purchase order in an amount not to exceed \$6,442.16 for land surveying services to Van Cleef Engineering Associates, LLC from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to County Administrator, County Planning Director, County Finance Director, County Auditor, County Counsel, County Natural Lands Trust Fund Advisory Committee and Van Cleef Engineering Associates, LLC.

RESOLUTION
August 21, 2019

WHEREAS, on July 2, 2019 the Ocean County Board of Chosen Freeholders approved the acquisition of Block 394 Lot 14 in the Township of Toms River under the Ocean County Natural Lands Trust Fund, by resolution #2019000925; and

WHEREAS, surveying services are required for the transfer of title of this property from the seller to the County of Ocean; and

WHEREAS, the Consultant Selection Review Committee recommended twenty-five (25) firms to be qualified to provide Professional Land Surveying Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County; and

WHEREAS, the Ocean County Board of Chosen Freeholders acknowledged that the twenty-five (25) firms are qualified and eligible to perform Professional Land Surveying Services for Various Projects in Ocean County by resolution dated February 20, 2019 referred to as contract number QP2019-58; and

WHEREAS, the County of Ocean has received three proposals from the list of eligible firms and the lowest qualified bidder is ATANE Engineers, Architects & Land Surveyors, PC, Mount Laurel, NJ; and

WHEREAS, the bidder submitted a proposal for land surveying services in the lump sum fee of \$5,500.00; and

WHEREAS, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. Authorizing a purchase order in an amount not to exceed \$5,500.00 for land surveying services to ATANE Engineers, Architects & Land Surveyors, PC from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to County Administrator, County Planning Director, County Finance Director, County Auditor, County Counsel, County Natural Lands Trust Fund Advisory Committee and ATANE Engineers, Architects & Land Surveyors, PC.

RESOLUTION
August 21, 2019

WHEREAS, on July 18, 2018 the Ocean County Board of Chosen Freeholders approved the acquisition of Block 1613 Lot 1 in Berkeley Township, under the Ocean County Natural Lands Trust Fund, by resolution #2018000848; and

WHEREAS, title searches are required to ensure clear and insurable title of property for real estate transactions between a seller and the County of Ocean; and

WHEREAS, the Consultant Selection Review Committee recommended five (5) firms to be qualified to provide Title Binder and Commitment/ Insurance and Search Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County; and

WHEREAS, the Ocean County Board of Chosen Freeholders acknowledged that the five (5) firms are qualified and eligible to provide Title Binder and Commitment/ Insurance and Search Services for Various Projects in Ocean County by resolution dated February 20, 2019 referred to as contract number QP2019-60; and

WHEREAS, the title commitment for this property, Allstate Title Agency File #AT-57635 costs \$4,664.00; and

WHEREAS, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. Authorizing a purchase order in an amount not to exceed \$4,664.00 for Title Binder and Commitment to Allstate Title Agency, LLC. from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to County Administrator, County Planning Director, County Finance Director, County Auditor, County Counsel, County Natural Lands Trust Fund Advisory Committee and Allstate Title Agency, LLC.

RESOLUTION
August 21, 2019

WHEREAS, on February 6, 2019 and February 20, 2019 the Ocean County Board of Chosen Freeholders approved the acquisition of numerous lots in Berkeley Township, identified in Addendum A, under the Ocean County Natural Lands Trust Fund for the Hazard Mitigation Grant Program, by resolution #2019000173 and #2019000266; and

WHEREAS, environmental consulting services are required to identify any potential or existing environmental contamination liabilities prior to the transfer of title from the seller to the County of Ocean; and

WHEREAS, T&M Associates completed Preliminary Assessment Reports that identified concerns which have been shared with the property owners' Environmental Consultant; and

WHEREAS, the Consultant Selection Review Committee recommended seven (7) firms to be qualified to provide Environmental Consulting Services to be performed on an as needed basis, where and as directed by Ocean County; and

WHEREAS, the Ocean County Board of Chosen Freeholders acknowledged that the seven (7) firms are qualified and eligible to provide Environmental Consulting Services by resolution dated July 17, 2019 referred to as contract number QP2019-105 ; and

WHEREAS, the County of Ocean has received three proposals from the list of eligible firms and the lowest qualified bidder is T&M Associates, West Long Branch, New Jersey; and

WHEREAS, the bidder submitted a proposal for additional environmental services in the lump sum fee of \$67,750; and

WHEREAS, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. It authorizes the expenditure for environmental consulting services to T&M Associates in an amount not to exceed \$67,750 from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to County Administrator, County Planning Director, County Finance Director, County Auditor, County Counsel, County Natural Lands Trust Fund Advisory Committee, and T&M Associates.

RESOLUTION: *August 21, 2019*

ADDENDUM A

Block and Lot Listing To Be Confirmed by Survey and Title Search

| <u>BLOCK</u> | <u>LOT</u> |
|--------------|----------------------------|
| 1209 | 75, 83-85 |
| 1213 | 13, 13.01-16, 44-49, 50-54 |
| 1214 | 36-44 |
| 1216 | 4-6 |
| 1217 | 16-18, 19, 19.01, 20, 21 |
| 1541.01 | 6-8 |

RESOLUTION

AUGUST 21, 2019

WHEREAS, the County of Ocean desires to acquire 1027 Hooper Avenue specifically Block 608, Lot 16.1, 16.2, 18, 19, Block 597, Lot 16, 20-32 + 35-38 in Township of Toms River ; for a new County Facility; and

WHEREAS, title searches are required to ensure clear and insurable title of property for real estate transactions between a seller and the County of Ocean; and

WHEREAS, the Consultant Selection Review Committee recommended five (5) firms to be qualified to provide Title Binder and Commitment/Insurance and Search Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County; and

WHEREAS, the Ocean County Board of Chosen Freeholders acknowledged that the five (5) firms are qualified and eligible to provide Title Binder and Commitment/Insurance and Search Services for Various Projects in Ocean County by resolution dated February 20, 2019 referred to as contract number QP2019-60; and

WHEREAS, the title commitment for this property, Surety Title Agency Coastal Region, LLC costs \$22,559.00; and

WHEREAS, this contract is awarded in compliance with the provisions of N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay to Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. Authorizing a Purchase order in an amount not to exceed \$22,559.00, for Title Binder and Commitment to Surety Title Agency Coastal Region, LLC from the Acquisition of Land for a Social Services Facility Account 9999-301-010-C818.
2. Certified copies of this Resolution shall be made available to County Administrator, County Management & Budget Director, County Finance Director, County Auditor, County Counsel, and Surety Title Agency Coastal Region, LLC.

RESOLUTION

August 21, 2019

WHEREAS, on September 19, 2017, SHI International Corporation was awarded a contract for Software License Renewal for Microsoft Software listed in the Microsoft Enterprise Agreement for the period of three years (State Contract No. 89851); and

WHEREAS, it is necessary to amend the resolution as funds shall be encumbered for year three of the agreement under account number 016-085-4046.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to approve the amending Resolution to include the corrections noted above.
2. All other terms and conditions set forth in the Resolution previously adopted by the Board shall continue in full force and effect except as specifically amended and clarified herein.
3. A Certified Copy of this resolution shall be made available to;
Ocean County Comptroller;
Ocean County Department of Information Technology;
Ocean County Purchasing Agent;
SHI International;

RESOLUTION

August 21, 2019

WHEREAS, on December 19, 2018 the Ocean County Board of Chosen Freeholders awarded a contract to Community Services, Inc. of Ocean County to provide services to the elderly of Ocean County; and

WHEREAS, additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$40,589.00 is now increased to the total amount of \$47,422.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated December 19, 2018 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Amended Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$40,589.00 | \$6,833.00 | \$47,422.00 |
| Total | \$40,589.00 | \$6,833.00 | \$47,422.00 |

BE IT FURTHER RESOLVED, that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2018-156.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services, and the Director of Community Services, Inc. of Ocean County.

RESOLUTION

August 21, 2019

WHEREAS, on December 19, 2018 the Ocean County Board of Chosen Freeholders awarded a contract to Community Services, Inc. of Ocean County to provide home delivered meals to the elderly of Ocean County; and

WHEREAS, additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$1,484,223.00 is now increased to the total amount of \$1,554,223.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated December 19, 2018 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---|----------------------------|----------------------------|---------------------------|
| Ocean Area Plan Grant 017-820-T004 | \$302,235.00 | \$20,000.00 | \$322,235.00 |
| State COLA 017-820-T036 | \$44,667.00 | \$0.00 | \$44,667.00 |
| USDA 017-820-T096 | \$70,792.00 | \$0.00 | \$70,792.00 |
| Office of Senior Services 016-215-5058 | \$1,066,529.00 | \$50,000.00 | \$1,116,529.00 |
| Total | \$1,484,223.00 | \$70,000.00 | \$1,554,223.00 |

BE IT FURTHER RESOLVED, that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2018-159.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services, and the Director of Community Services, Inc. of Ocean County.

RESOLUTION
August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Visiting Home Care Service of Ocean County, to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$40,000.00 is increased to the total amount of \$46,444.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that the contract dated January 16, 2019 is now amended to revise funding reallocation to their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$10,920.00 | \$0 | \$10,920.00 |
| Area Plan III E State 017-820-N000 | \$0 | \$6,444.00 | \$6,444.00 |
| Office of Senior Services 016-215-5058 | \$29,080.00 | \$0 | \$29,080.00 |
| Total | \$40,000.00 | \$6,444.00 | \$46,444.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-11.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Visiting Home Care Service of Ocean County.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Toms River Township Senior Center to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$75,981.00 was amended on March 6, 2019 to increase their total contract to \$91,000.00; and

WHEREAS, the amended amount of \$91,000.00 is now increased to the total amount of \$101,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$76,825.00 | \$10,000.00 | \$86,825.00 |
| State Cola 017-820-T036 | \$14,175.00 | \$0 | \$14,175.00 |
| Total | \$91,000.00 | \$10,000.00 | \$101,000.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-14.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Toms River Township Senior Center.

RESOLUTION
August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Catholic Charities Diocese of Trenton to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$25,000.00 is increased to the total amount of \$40,000.00

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$25,000.00 | \$15,000.00 | \$40,000.00 |
| Total | \$25,000.00 | \$15,000.00 | \$40,000.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-16.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Catholic Charities Diocese of Trenton.

RESOLUTION
August 21, 2019

WHEREAS, on January 16 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Catholic Charities Diocese of Trenton to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$10,000.00 is increased to the total amount of \$19,106.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$10,000.00 | \$0 | \$10,000.00 |
| Ocean Area Plan Grant 017-820-R004 | \$0 | \$9,106.00 | \$9,106.00 |
| Total | \$10,000.00 | \$9,106.00 | \$19,106.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-17.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Catholic Charities Diocese of Trenton.

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. CC2019-19

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Manchester Township to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$110,100.00 is increased to the total amount of \$120,100.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$90,100.00 | \$10,000.00 | \$100,100.00 |
| State COLA 017-820-T036 | \$20,000.00 | \$0 | \$20,000.00 |
| Total | \$110,100.00 | \$10,000.00 | \$120,100.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-19.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Manchester Township.

RESOLUTION
August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Preferred Behavioral Health of New Jersey to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$81,094.00 is increased to the total amount of \$101,094.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that the contract dated January 16, 2019 is now amended to revise funding reallocation to their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|--|------------------------|------------------------|-----------------------|
| Office of Senior Services 016-215-5058 | \$0 | \$20,000.00 | \$20,000.00 |
| Social Services Block Grant 017-820-T028 | \$61,385.00 | \$0 | \$61,385.00 |
| Local Social Service Block 017-820-U028 | \$19,709.00 | \$0 | \$19,709.00 |
| Total | \$81,094.00 | \$20,000.00 | \$101,094.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-20.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Preferred Behavioral Health of New Jersey.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Monmouth Medical Center Southern Campus to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$50,000.00 is increased to the total amount of \$70,171.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$50,000.00 | \$0 | \$50,000.00 |
| Ocean Area Comp. 017-820-R005 | \$0 | \$20,171.00 | \$20,171.00 |
| Total | \$50,000.00 | \$20,171.00 | \$70,171.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-22.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Monmouth Medical Center Southern Campus.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Community Health Law Project to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$45,000.00 is increased to the total amount of \$67,922.00

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|-----------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant | | | |
| 017-820-T004 | \$45,000.00 | \$22,922.00 | \$67,922.00 |
| Total | \$45,000.00 | \$22,922.00 | \$67,922.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-23.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Community Health Law Project.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to with Lakewood Community Services, Corp. to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$47,028.00 is increased to the total amount of \$52,028.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$11,030.00 | \$0 | \$11,030.00 |
| Office of Senior Services 016-215-5058 | \$35,998.00 | \$5,000.00 | \$40,998.00 |
| Total | \$47,028.00 | \$5,000.00 | \$52,028.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-31.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Lakewood Community Services, Corp.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to with Lakewood Community Services, Corp. for the procurement of home delivered meal services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$276,190.00 is increased to the total amount of \$280,290.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$145,000.00 | \$3,138.00 | \$148,138.00 |
| USDA 017-820-T096 | \$26,700.00 | \$962.00 | \$27,662.00 |
| Office of Senior Services 016-215-5058 | \$104,490.00 | \$0 | \$104,490.00 |
| Total | \$276,190.00 | \$4,100.00 | \$280,290.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-33.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Lakewood Community Services, Corp.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Brick Township to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$110,100.00 is increased to the total amount of \$120,100.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$92,602.00 | \$10,000.00 | \$102,602.00 |
| State Cola 017-820-T036 | \$17,498.00 | \$0 | \$17,498.00 |
| Total | \$110,100.00 | \$10,000.00 | \$120,100.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-34.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Brick Township.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Brick Township to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$25,000.00 is increased to the total amount of \$29,846.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|--|------------------------|------------------------|-----------------------|
| Area Plan III E State 017-820-T000 | \$15,427.00 | \$0 | \$15,427.00 |
| State Cola 017-820-T036 | \$9,573.00 | \$0 | \$9,573.00 |
| Ocean Area Plan Grant 017-820-N004 | \$0 | \$142.00 | \$142.00 |
| Area Plan III E Admin. 017-820-N029 | \$0 | \$1,493.00 | \$1,493.00 |
| Ocean Area Plan Grant 017-820-T004 | \$0 | \$1,517.00 | \$1,517.00 |
| Area Plan III E State 017-820-R000 | \$0 | \$1,694.00 | \$1,694.00 |
| Total | \$25,000.00 | \$4,846.00 | \$29,846.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-35.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Brick Township.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to the Jewish Federation of Ocean County to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$27,681.00 is increased to the total amount of \$37,681.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$27,681.00 | \$10,000.00 | \$37,681.00 |
| Total | \$27,681.00 | \$10,000.00 | \$37,681.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-36.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of the Jewish Federation of Ocean County.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to the Jewish Federation of Ocean County to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$8,000.00 is increased to the total amount of \$13,823.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|--|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$8,000.00 | \$0 | \$8,000.00 |
| Area Plan III E Admin. 017-820-R029 | \$0 | \$5,823.00 | \$5,823.00 |
| Total | \$8,000.00 | \$5,823.00 | \$13,823.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-37.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of the Jewish Federation of Ocean County.

RESOLUTION
August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to with Lakewood Community Services, Corp. for the procurement of Weekend/Holiday home delivered meal services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$45,000.00 is increased to the total amount of \$46,600.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---|------------------------|------------------------|-----------------------|
| USDA 017-820-T096 | \$29,400.00 | \$1,600.00 | \$31,000.00 |
| Office of Senior Services 016-215-5058 | \$15,600.00 | \$0 | \$15,600.00 |
| Total | \$45,000.00 | \$1,600.00 | \$46,600.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-38.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Lakewood Community Services, Corp.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Community Medical Center Foundation to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$20,000.00 is increased to the total amount of \$30,359.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---------------------------------------|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$20,000.00 | \$0 | \$20,000.00 |
| Ocean Area Plan Grant 017-820-P004 | \$0 | \$10,359.00 | \$10,359.00 |
| Total | \$20,000.00 | \$10,359.00 | \$30,359.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-39.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Community Medical Center Foundation.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Borough of Point Pleasant to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$17,918.00 is increased to the total amount of \$29,918.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that the contract dated January 16, 2019 is now amended to increase their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|--|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$17,918.00 | \$6,000.00 | \$23,918.00 |
| Office of Senior Service 016-215-5058 | \$0 | \$6,000.00 | \$6,000.00 |
| Total | \$17,918.00 | \$12,000.00 | \$29,918.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2019-42.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Borough of Point Pleasant.

RESOLUTION

August 21, 2019

WHEREAS, on January 16, 2019 the Ocean County Board of Chosen Freeholders awarded a contract to Long Beach Island Community Center, Inc. to provide services to the elderly of Ocean County; and

WHEREAS, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

WHEREAS, the original amount of the contract \$357,767.00 is increased to the total amount of \$375,099.00.

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that the contract dated January 16, 2019 is now amended to revise funding reallocation to their contract for services as follows:

| Organization | Original Amount | Increase Amount | Revised Amount |
|---|------------------------|------------------------|-----------------------|
| Ocean Area Plan Grant 017-820-T004 | \$108,817.00 | \$0 | \$108,817.00 |
| State COLA 017-820-T036 | \$30,078.00 | \$0 | \$30,078.00 |
| Ocean Area Plan State 017-820-T006 | \$110,136.00 | \$7,332.00 | \$117,468.00 |
| Office of Senior Services 016-215-5058 | \$108,736.00 | \$10,000.00 | \$118,736.00 |
| Total | \$357,767.00 | \$17,332.00 | \$375,099.00 |

BE IT FURTHER RESOLVED that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being

CC2019-46.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Long Beach Island Community Center, Inc.

RESOLUTION

August 21, 2019

WHEREAS, the Ocean County Board of Chosen Freeholders has determined that a need exists for Title Binder and Commitment/Insurance and Search Services in conjunction with project (230B), BA-Rt. 527, Cedar Swamp Road @ West Freehold Road, Jackson Township County of Ocean; and

WHEREAS, title searches are required to ensure clear and insurable title of property for real estate transactions between a seller and the County of Ocean; and

WHEREAS, the Board considers it necessary and desirable to engage a Title Binder and Commitment/Insurance and Search Services firm from a list of previously qualified firms identified in a Resolution adopted by the Board of Chosen Freeholders on February 20, 2019 referred to as contract number QP2019-60; and

WHEREAS, Surety Title Agency Coastal Region, LLC is qualified to provide the required Title Binder and Commitment/Insurance and Search Services in accordance with their proposal at a not to exceed cost of \$4,949.80; and

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Board of Chosen Freeholders does hereby authorize the issuance of a purchase order in an amount not to exceed \$4,949.80 to Surety Title Agency coastal Region, LLC for Title Binder and Commitment/Insurance and Search Services from Capital Budget Account Number 301-185-C912-6600; and
2. Certified copies of this Resolution shall be forwarded to the Ocean County Engineer, Ocean County Department of Finance, Ocean County Department of Purchasing, and Surety Title Agency Coastal Region, LLC.

RESOLUTION

August 21, 2019

WHEREAS, the Ocean County Board of Chosen Freeholders has determined that a need exists for Construction Project Management and Inspection Services for the Replacement of Grawtown Road Bridge (Structure No. 1511-009), Grawtown Road Over Dove Mill Branch of Toms River, Jackson Township, Ocean County; and

WHEREAS, the Board considers it necessary and desirable to engage Construction Project Management and Inspection Services firm from a list of previously qualified firms identified in a Resolution adopted by the Board of Chosen Freeholders on December 5, 2018 and referred to as contract number PP2018-136; and

WHEREAS, Urban Engineers, Inc. is qualified to provide the required Construction Project Management and Inspection Services in accordance with their proposal at a not to exceed cost of \$222,793.02; and

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Board of Chosen Freeholders does hereby authorize the issuance of a purchase order in an amount not to exceed \$222,793.02 to Urban Engineers, Inc. for Construction Project Management and Inspection Services from Capital Budget Account Number 301-185-C808-6600; and
2. Certified copies of this Resolution shall be forwarded to the Ocean County Engineer, Ocean County Department of Finance, Ocean County Department of Purchasing, and Urban Engineers, Inc.

RESOLUTION

August 21, 2019

WHEREAS, the Ocean County Board of Chosen Freeholders has determined that a need exists for Material Sampling, Inspection, and Testing Services for the Replacement of Grawtown Road Bridge (Structure No. 1511-009), Grawtown Road Over Dove Mill Branch of Toms River, Jackson Township, Ocean County; and

WHEREAS, the Board considers it necessary and desirable to engage a Material Sampling, Inspection and Testing Service firm from a list of previously qualified firms identified in a Resolution adopted by the Board of Chosen Freeholders on April 17, 2019, and referred to as contract number QP2019-82; and

WHEREAS, Atlantic Engineering Laboratories, Inc. is qualified to provide the required Material Sampling, Inspection, and Testing Services in accordance with their proposal at a not to exceed cost of \$4,025.00; and

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Board of Chosen Freeholders does hereby authorize the issuance of a purchase order in an amount not to exceed \$4,025.00 to Atlantic Engineering Laboratories, Inc. for Material Sampling, Inspection, and Testing Services from Capital Budget Account Number 413-185-C703-6600; and
2. Certified copies of this Resolution shall be forwarded to the Ocean County Engineer, Ocean County Department of Finance, Ocean County Department of Purchasing, and Atlantic Engineering Laboratories, Inc.

RESOLUTION

August 21, 2019

WHEREAS, on March 20, 2019 a resolution was adopted awarding a purchase order to Dewberry Engineers, Inc. for On-Call Traffic Engineering Professional Services under contract QP2019-59 for the lump sum fee of TWENTY ONE THOUSAND SIX HUNDRED TWENTY SEVEN AND 42/100 DOLLARS (\$21,627.42); and

WHEREAS, it has been determined that additional Traffic Engineering Professional Services be conducted in the project area; and

WHEREAS, funds are available in the Traffic Signal Devices, Account Number 413-185-C705-6600 in the amount of ELEVEN THOUSAND THREE HUNDRED TEN AND 37/100 DOLLARS (\$11,310.37) to cover this additional work; and

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the project specific proposal is amended to include these additional Traffic Engineering Services for Traffic Signal Analyses at South Hope Chapel Road (C.R. 547), Manchester Township.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to Ocean County Finance Director, County Auditor, County Counsel, Ocean County Engineer, Ocean County Department of Purchasing and Dewberry Engineers, Inc.

RESOLUTION

August 21, 2019

WHEREAS, on June 19, 2019 a resolution was adopted awarding a purchase order to French and Parrello Associates, P.A. for Small Road and Bridge Design Services for the lump sum fee of FIFTY NINE THOUSAND TWO HUNDRED NINETY ONE AND 72/100 DOLLARS (\$59,291.72); and

WHEREAS, it has been determined that additional Small Road and Bridge Design Services be conducted in the project area; and

WHEREAS, funds are available in Account Number 413-185-C703-6600 in the amount of FOURTEEN THOUSAND FIVE HUNDRED THIRTY TWO AND 70/100 DOLLARS (\$14,532.70) to cover this additional work; and

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the project specific proposal is amended to include these additional Small Road and Bridge Design Services for the Reconstruction and Resurfacing of Shorrock Street from Route 70 to Beaverson Boulevard, Lakewood and Brick Townships.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to Ocean County Finance Director, County Auditor, County Counsel, Ocean County Engineer, Ocean County Department of Purchasing and French and Parrello Associates, P.A.

RESOLUTION

August 21, 2019

WHEREAS, the Ocean County Board of Chosen Freeholders has determined that a need exists for Architectural Design Services associated with the Design and Construction of the Social Services Facility; and

WHEREAS, the County of Ocean has publicly solicited a Request for Qualifications for such services in accordance with the requirements of N.J.S.A.19:44A-20.4; and

WHEREAS, under Contract Number QP2019-70, Mott MacDonald Architects, P.C., 111 Wood Avenue South, Iselin, NJ 08830-4112, has been deemed qualified to perform this work; and

WHEREAS, Mott MacDonald Architects, P.C. has provided a proposal to provide these services; and

WHEREAS, the not to exceed amount for these services is \$1,875,000.00; and

WHEREAS, funds for these services shall be available from Account Numbers 301-010-C818 and 415-010-C818; and

WHEREAS, this contract is awarded as a professional service in accordance with N.J.S.A.40A:11-5, as the services to be performed are specialized and quantitative in nature and will be performed under the supervision of a licensed professional engineer; and

WHEREAS, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Agreement with Mott MacDonald Architects, P.C., 111 Wood Avenue South, Iselin, NJ 08830-4112, for the provision of the professional services set forth above.
2. This Agreement is awarded as a professional service in accordance with N.J.S.A 40A:11-5 of the local Public Contract Law.

3. A notice of this action shall be published once as required by law.
4. The contract number must be placed on all papers, documents, invoices and payment documents pertaining to said contract.
5. A certified copy of this Resolution, together with a copy of the agreement executed by the parties shall remain on file and be available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders.
6. Certified copies of this Resolution shall be forwarded to the Ocean County Management & Budget Department, Ocean County Department of Finance, Ocean County Department of Purchasing, and Mott MacDonald Architects.

**No Associated
Documents**

RESOLUTION

August 21, 2019

BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that **STEVEN A. ZABARSKY, ESQUIRE, Toms River** is hereby appointed to serve, without salary or other compensation, as a member of the **OCEAN COUNTY COLLEGE BOARD OF TRUSTEES** to fill the unexpired term of Thomas E. Monahan, term to expire December 19, 2022.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Ocean County College Board of Trustees, Ocean County Clerk and Steven A. Zabarsky, Esquire.

RESOLUTION

August 21, 2019

BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that, pursuant to N.J.S.A. 11A:3-5 (1) **DAVID L. FITZGERALD** is hereby reappointed to the position of **Director of Transportation Services** for a term of three (3) years commencing September 1, 2019, at his present salary.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Ocean County Administrator, Ocean County Clerk, Director of Employee Relations, County Comptroller and David Fitzgerald.

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