



Agenda
Meeting of the Municipal Council
Wednesday, April 28, 2021
REGULAR MEETING 6:00 PM

I. Executive Session - 5:00 p.m.

2021-198 Resolution Authorizing a meeting which excludes the public

A. Attorney-Client Privilege

II. Workshop Session - 6:00 p.m.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamation

1. Proclaiming April 30, 2021 as Arbor Day
2. Proclaiming May 6, 2021 as A Day of Prayer

Special Event Applications

Items to be Presented:

Matters form City Council
Matters form City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council Executive Meeting March, 24, 2021
- Municipal Council Executive Meeting April 14, 2021
- Municipal Council - Regular Meeting - Apr 14, 2021 6:00 PM

C. Consent Agenda Resolutions

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

2021-199 Resolution Approving Special Event Applications

2021-200 Resolution Amending Temporary Budget Appropriations for 2021 Budget

2021-201 Resolution of Support from Local Governing Body Authorizing the Sustainable Jersey Grant funded by PSEG

2021-202 Authorize Submission of a Grant Application to The State Of New Jersey Department of Law and Public Safety Office of The Attorney General. SFY21 Body Worn Camera Grant Program

2021-203 Resolution Adopting a Purchasing Manual to Establish the Purchasing Policy and Procedures for the City of Asbury Park

2021-204 Authorizing Appointments to the “Environmental/Shade Tree Commission”

D. Individual Resolutions

2021-205 Resolution Approving Payment of Bills

2021-206 Resolution Awarding a Contract to Allied Signage Corporation for the Citywide Wayfinding Project

2021-207 Awarding of a Contract to Millennium Communications Group for Cameras and Electronics at Library Square Park

2021-208 Awarding of a Contract to Millennium Communications Group for South Boardwalk Security Upgrades

2021-209 Awarding of a Contract to Millennium Communications Group for Cameras and Wireless Equipment at Cookman and Madison Avenue

2021-210 Resolution Appointing PKF O'Connor Davies to Conduct a Sewer Rate Study, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

2021-211 Resolution Authorizing an Agreement for Monthly Toxicity Testing at the Sewer Plant

- 2021-212 Appointing Shore Point Architecture to Provide Architectural and Engineering Services for the New Fire Station and Authorizing the Award of a Non-Fair and Open Professional Service Contract
- 2021-213 Resolution Authorizing Purchase of Ammunition for the Police Department
- 2021-214 Resolution of The Mayor and City Council of The City Of Asbury Park Referring Proposed Amendment(s) To The Section Entitled “District Standards and “Definitions” In The Central Business District Redevelopment Plan To The City Of Asbury Park Planning Board, And Directing The Planning Board To Take Certain Actions Pursuant To N.J.S.A. 40a:12a-7(E)
- 2021-215 Resolution Authorizing Change Order Number One for 1117 Sunset Avenue Demolition
- 2021-217 Award of E-Scooter Share Program for the City of Asbury Park

E. Ordinances

1. Second Reading/Public Hearing

- 2021-10 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to Sylvan Avenue, Adam's Street, Atkins Avenue, and Avenue A
- 2021-11 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to the City's Alleyways
- 2021-17 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1100 Block of Langford Street in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

F. Adjournment

**RESOLUTION NO. 2021-198****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on April 28, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed are as follows:

A. Attorney Client Privilege:

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 14, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

CONTRACT NEGOTIATIONS

1. Berkley Oceanfront Hotel-Sound Mitigation Report-Subsequent Redeveloper Agreement
2. 1276 Washington Avenue-Interfaith Neighbors Request to Purchase City Owned Property.

ACQUISITION OF REAL PROPERTY

1. Property Known as Bradley Cove

ATTORNEY-CLIENT PRIVILEGE

2021-168 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Workshop Session - 6:00 p.m.

A. Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Remote	
Yvonne Clayton	Councilmember	Remote	
Jesse Kendle	Councilmember	Remote	
Amy Quinn	Deputy Mayor	Remote	
John Moor	Mayor	Remote	
Melody Hartsgrove	City Clerk	Remote	

Donna Viero	City Manager	Remote	
Frederick Raffetto	City Attorney	Remote	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

- B. Silent Prayer/Moment of Reflection
- C. Salute to the Flag
- D. Announcement - Open Public Meetings Act

PROCLAMATIONS

1. Alphabets Preschool-Proclaiming March 26, as SEL Day.
Proclamation for Alphabets Preschool, March 26th as SEL Day.
2. Elizabeth Arteaga-Celebrating 30 years in Asbury Park
Proclamation for Elizabeth Arteaga celebrating 30 years in Asbury Park.

Matters from City Council

Council member Chapman stated, I just want to remind everyone that on Saturday, April 24th there is a cleanup planned for both Sunset and Wesley Lakes. We hope you come out and join us. We've also got quite a few phone calls and emails about the upcoming election on April 20th. As most of you know there has been a group of petitioners who developed a petition for rent leveling and their proposed ordinance will be on a Special Election on April 20th. The City has also, after much research, created a rent leveling ordinance that was adopted in March and we feel that was the best ordinance for our 15,000+ residents. The confusion to people was they don't understand the "yes" and the "no" part. If you agree that the rent leveling ordinance that the City has passed is in the best interest of this city than you would want to vote "no." If you wanted to vote on the rent leveling ordinance for the petitioner's then you would vote "yes." So that is the difference there. The other thing that was confusing to people is that they don't realize the polls are open for voting. So you can go cast your vote in person if you haven't requested or received an absentee ballot.

Council member Clayton stated, I just wanted to update you that free COVID testing is still happening at the transportation center. You have another half hour this evening while they are still testing, and the next testing will take place on May 12th at the transportation center from 4:00PM to 7:00PM. Also, any Asbury Park resident who is eligible to receive a vaccination and needs assistance, call 732-775-0960. Leave a message with your name, age, phone number, and address and a staff member will call you back. This number is staffed 24 hours, so please if you need assistance don't hesitate to contact us.

Council member Kendle stated, a question came to me that I cannot answer, about cab drivers. The question was, do the cab drivers spray their car after they pick up a person or leave a person

that they dropped off. Maybe it's something that Donna or Fred can get back to me and let me know. The second thing I wanted to talk about is when you first got your vaccine shot, they gave you a card and put the date on it. After the second vaccine, it has two dates on it. It was told to me when I went and got my shots to make sure you don't lose this card because you never know when you're going to need it again.

Deputy Mayor Quinn stated, I want to thank Michele Alonso. I know those zoning ordinances have been a long time coming and a number of committees and smaller committees worked on it. So kudos to everyone who put the time and effort into those changes.

Mayor Moor stated, please everyone continue to mask up and social distance. We are not out of the woods yet, everyone stay safe.

Matters from City Manager
City Manager, Donna Viero had no matters at this time.

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

MATTERS FROM CITY COUNCIL

MATTERS FROM CITY MANAGER

MATTERS FROM CITY ATTORNEY

ITEMS TO BE PRESENTED BY MICHELE ALONSO, DIRECTOR OF PLANNING & ZONING.

Presentation by Michele Alonso, Director of Planning and Redevelopment regarding Amendments to Chapter 30 of the City Code (Land Development Regulations)

Director of Planning and Redevelopment, Michele Alonso presented Amendments to Chapter 30 of the City Code (Land Development Regulations) to Mayor and Council.

Presentation by Michele Alonso, PP, AICP, Director of Planning and Redevelopment regarding amendment to the Central Business District (CBD) Redevelopment Plan requested by Asbury Park Brewery

Director of Planning and Redevelopment, Michele Alonso presented Amendments to the Central Business District Redevelopment Plan requested by Asbury Park Brewery to Mayor and Council.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Peter Siegel made a comment on campaign messaging for the upcoming special election, Pam Lamberton, Maureen Nevin, Kerry Butch, and Felicia Simmons all made comments on the rent stabilization ordinance, Rita Marano made a comment on Resolution 2021-184, Tracy Rogers made a comment on campaign messaging for the upcoming special election, Brad Batcha made a comment on the property located at 1117 Sunset Avenue, and Ernest Mignoli made a comment on the Ansell, Grimm and Aaron Law Firm. A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Kendle. All were in favor.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. Municipal Council - Regular Meeting - Mar 24, 2021 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-169 Resolution Approving Special Event Applications
- 2021-170 Resolution Amending Temporary Budget Appropriations for 2021 Budget
- 2021-171 Resolution Authorizing the Disposition of Surplus Property
- 2021-172 Resolution Authorizing the Annual Renewal of SDL Software
- 2021-173 Resolution Accepting Award of a Safe Routes to School Grant and Associated Design Assistance from NJDOT and Authorizing Signatories
- 2021-174 Resolution Amending Resolution No. 2021-156, Adopted on March 24, 2021 And Entitled as Follows: "Resolution Temporarily Relaxing Existing Ordinances and Procedures Associated with Review and Approval for Existing Restaurants and Food Establishments and Retail Businesses to Offer Outdoor Dining and Outdoor Displays."
- 2021-175 Resolution Authorizing an Appointment to the Housing Authority
- 2021-176 Resolution Authorizing the Purchase of Concrete From Suffolk Redi-Mix for Sidewalk Repairs

Minutes Acceptance: Minutes of Apr 14, 2021 6:00 PM (Minutes)

2021-177 Resolution Authorizing Purchase of Access Control Security System at the Firehouse

2021-178 Resolution Authorizing the Purchase of Various Traffic Signal Parts for the Transportation Utility

2021-179 Resolution Authorizing a Professional Services Contract to General Code for Ordinance Codification

INDIVIDUAL RESOLUTIONS

2021-180 Resolution Approving Payment of Bills

Council member Chapman abstained from item 21-00669.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2021-181 Resolution Authorizing Purchase of New Sign Displays

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-182 Resolution Authorizing a Payment to the Asbury Park Library for the Removal and Purchase of Six Honeywell Air Conditioning Units Through Community Development Block Grant (CDBG)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-183 Resolution Authorizing the Purchase and Installation of an Electronic Digital Message Center Sign from Daktronics for Springwood Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-184 Resolution Authorizing the Reappointment of Donna M. Vieiro as Municipal Manager and Authorizing the Execution of an Employment Agreement Relating Thereto

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-185 Authorization to Ratify the PBA Local 6 Union Contract

RESULT:	ADOPTED [4 TO 0]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Jesse Kendle

2021-186 Resolution Authorizing the Award of a Contract for the Kennedy Park Concession

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-187 Resolution Authorizing the City Manager to Execute a Contract with Rosario Contracting Corporation for the Demolition of 1117 Sunset Avenue Asbury Park, NJ

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-188 Resolution Awarding a Contract for Sunset Lake Pond Management

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-189 Resolution Awarding a Contract to Ben Shaffer Recreation for Installation of New Playground Equipment located at Seventh and Ocean Avenue.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-190 Resolution Awarding Contract to Ben Shaffer Recreation for the Purchase and Installation of a Bandshell for Springwood Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-191 Resolution Awarding of a Contract to Millennium Communications Group for Security Cameras

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-192 Resolution Awarding of a Contract to Millennium Communications Group for Fiber Extension

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-193 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with K. Hovnanian Holdings NJ, LLC for the development of property located at as Block 4003, Lots 1,2, and 16 (the “Baltic Property”) and Block 4003, Lots 12,13, and 14 (the “Aegean Property”)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-194 A Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To K. Hovnanian Holdings NJ, LLC Regarding residential development on Block 4003 Lots 1,2 ,12, 13, 14 and 16; And Referring The Matter To The Planning Board For Appropriate Approvals

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-195 Resolution Rescinding Liquor License 1303-33-013-001 Monmouth Lodge #122, IBPOE for the 2020-2021 Liquor License Renewals

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-197 Resolution Approving Monmouth Lodge 122 IBPOE for 2020-2021 Liquor License Renewal Term.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Introduction

2021-16 2021 Cap Rate Ordinance

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/12/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-17 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1100 Block of Langford Street in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/28/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2021-9 An Ordinance Authorizing The Participation of The City Of Asbury Park In The Community Energy Aggregation Program That Creates An Option For 100% Regionally Sourced Renewables, And Amending And Supplementing The “Code Of The City Of Asbury Park,” In Order To Create A New Chapter 21 Thereof, Entitled “Community Energy Aggregation,” Accordingly.

A motion to open 2021-9 to the public was made by Council member Chapman and seconded by Council Member Clayton. All in favor. The following members of the public spoke: Charlie Kratovil, Ernest Mignoli, Peter Siegel, Rita Marano, Kerry Butch, Matt Crescio, and Maureen Nevin made comments regarding the community energy aggregation program.

A motion to close 2021-9 was made by Council member Kendle and seconded by Council member Chapman.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-12 AN Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to The Fisherman's Lot Parking Lot

A motion to open 2021-12 to the public was made by Council member Clayton and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Maureen Nevin and Rita Marano made comments on the Fisherman’s Lot parking lot.

A motion to close 2021-12 was made by Mayor Moor and seconded by Council member Kendle.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-13 An Ordinance Limiting Service Fees Charged to Retail Food Handling Establishments by Third-Party Food Takeout and Delivery Service Applications and Internet Websites During Such Times When the Restrictions Upon Such Fees Imposed by State Law Are Inoperative, And Amending and Supplementing “The Code of The City of Asbury Park” Accordingly.

A motion to open 2021-13 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Maureen Nevin and Rita Marano made comments on the third-party food takeout and delivery service ordinance. A motion to close 2021-13 was made by Deputy Mayor Quinn and seconded by Mayor Moor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-14 An Ordinance Amending and Supplementing Section 4-9, Entitled “Display of Merchandise in Public Areas; Outdoor/Sidewalk Cafes,” Of Chapter 4, “General Licensing,” Of “The Code of The City of Asbury Park.”

A motion to open 2021-14 to the public was made by Council Member Clayton and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Rita Marano, Matt Crescio, and Maureen Nevin made comments on the Beach Bar. A motion to close 2021-14 was made by Mayor Moor and seconded by Council Member Kendle.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-15 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Correcting A Scrivener’s Error in Ordinance 2021-2

A motion to open 2021-15 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Rita Marano asked a question about the scrivener’s error in the ordinance.

A motion to close 2021-15 was made by Council Member Kendle and seconded by Council Member Chapman.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Municipal Budget Introduction 2021

2021-196 Resolution Introducing the 2021 Municipal Budget

Resolution 2021-196 Introduced. Public Hearing date scheduled on 5/12/2021 6:00 PM-Municipal Council-Regular Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 8:13 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Chapman. All in favor.

Meeting was adjourned at 8:13 PM

IV. Statement

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Apr 14, 2021 6:00 PM (Minutes)



RESOLUTION NO. 2021-199

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on April 28, 2021 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Asbury Fresh(Sundays)

WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-199 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Asbury Forest

DATE(S): 5/9, 5/16, 5/23, 5/30, 6/6, 6/13, 6/20, 6/27, 7/4, 7/11, 7/18, 7/25, 8/1, 8/8, 8/15
 HOURS OF EVENT: From 10 AM To: 3 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Kenney Park (primary), Library Park (on dates w/ conflict)

Name of Applicant/Organization: Fresh Markets NJ LLC
 Address: 619 LAKE AVE - COVENTRY - ASBURY PARK NJ 07712
 Contact: BRET MORGAN Phone: 973 783 2100
 Fax: _____ Email: bret@asburyfresh.com
 Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: _____
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

weekly FARMERS & MAKERS MARKET
Sundays 5/9 - 11/28

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes ☐ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 250 - 300ADMISSION CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH N/AWILL YOU REQUIRE A STREET CLOSING? YES ☐ NO ☒ Please Give Details: _____
 PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR
 SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL
 AND DISPOSAL OF TRASH AND DEBRIS: our staff will manage
security & logistics.

 DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
 PROVIDED IN CONNECTION WITH THE EVENT: just the park
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

 *All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park
 Bureau of Fire Prevention.

 *Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event
 planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance
 policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10
 days prior to the date of the event.

 *All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to
 stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the
 event date.

 *If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the
 right to cancel the event.

Signature of Applicant
4/7/21
Date
Bret Morgan
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-200

Increase to 2021 Temporary Budget prior to adoption.

	From	To
Current Fund:		
IT Other Expenses	\$75,000.00	\$140,000.00
Library	175,000.00	250,000.00
Legal Fees	72,713.00	125,000.00
Clerk OE	20,000.00	35,000.00



RESOLUTION NO. 2021-200

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2021 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2021 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2021 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	From	To
Current Fund:		
IT Other Expenses	\$75,000.00	\$140,000.00
Library	175,000.00	250,000.00
Legal Fees	72,713.00	125,000.00
Clerk OE	20,000.00	35,000.00

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-200 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-201

Sustainable NJ Grant for \$2,000 to buy compost bins to distribute for free to residents who would like one. Not a matching grant.



RESOLUTION NO. 2021-201

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY AUTHORIZING THE SUSTAINABLE JERSEY GRANT FUNDED BY PSEG

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, The City of Asbury Park strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, The City of Asbury Park is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants funded by PSEG; and

WHEREAS, the City of Asbury Park desires to apply for the Sustainable Jersey Small Grants funded by PSEG for \$2,000 to distribute free compost bins to residents who would like one.

THEREFORE, BE IT RESOLVED, the City Council of Asbury Park has determined that Asbury Park should apply for the aforementioned Grant to distribute free compost bins to residents who would like one.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Asbury Park has determined that Asbury Park, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant funded by PSEG.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-201 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-202

City of Asbury Park desires to apply for this program for the purpose of maintaining, purchasing and advancing public safety.



RESOLUTION NO. 2021-202

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY OFFICE OF THE ATTORNEY GENERAL. SFY21 BODY WORN CAMERA GRANT PROGRAM

WHEREAS, the state of New Jersey Department of Law and Public Safety Office of the Attorney General has availability of grant funds for the 2021 Body Worn Camera grant program, which provides a no match funding source to participating Law Enforcement agencies. The aggregate of the available funds for the eligible New Jersey Law Enforcement Agencies is \$57,500,000.00 and the City of Asbury Park is eligible to share in this funding.

WHEREAS, the City of Asbury Park Police Department desires to apply for this program for the purpose of maintaining, purchasing and/or advancing public safety and maintaining and/or improving the efficiency of the Police Department

WHEREAS, the Asbury Park Police Department has expressed a desire to be a model department with the Body Worn Camera policies and express the clarity and transparency of the officers that work in the City of Asbury Park Police.

THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey hereby authorizes the submission of a 2021 State of New Jersey Department of Law and Public Safety Office of the Attorney General Grant application on behalf of the City of Asbury Park and the mayor or his designee is authorized to enter into any Memorandums of Understanding or Inter Local Agreements in furtherance of this application,

BE IT FURTHER RESOLVED, that the Mayor, Clerk and Chief of Police are hereby authorized to execute the required grant application and to provide submittals and documentation as required by the United States Department of Justice; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the City Manager, Chief Financial Officer, and the Chief of Police of the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-202 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 29th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-203

Resolution adopting a purchasing manual to establish the purchasing policy and procedures for the City of Asbury Park.



RESOLUTION NO. 2021-203

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ADOPTING A PURCHASING MANUAL TO ESTABLISH THE PURCHASING POLICY AND PROCEDURES FOR THE CITY OF ASBURY PARK

WHEREAS, the Qualified Purchasing Agent has developed a Purchasing Manual to establish the purchasing policy and procedures for the City of Asbury Park; and

WHEREAS, the adoption of such a Purchasing Manual will help to assure the City's purchasing policy and procedures are in compliance with the Local Public Purchasing Law, N.J.S.A. 40A:11 et. seq.; and

WHEREAS, the Qualified Purchasing Agent recommends that the City Mayor and Council adopt the Purchasing Manual to implement the purchasing policy and procedures to assure compliance and improve efficiency for the City; and

WHEREAS, the Qualified Purchasing Agent recommends that the Purchasing Manual be distributed to all Department Heads with a directive that the policy and procedures contained therein are to be followed for all purchases of and/or for the City of Asbury Park; and

WHEREAS, the Chief Financial Officer and City Manager agree with the Qualified Purchasing Agent recommendations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, Monmouth County, New Jersey, hereby adopts a Purchasing Manual which contains the purchasing policy and procedures for the City of Asbury Park and that said Purchasing Manual shall be distributed to all Department Heads with a directive that the procedures contained therein are to be followed for all purchases of and/or for the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-203 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilwoman

Yvonne Clayton, City Councilwoman

Jesse Kendle, City Councilman

Donna M. Vieiro, City Manager

THE CITY OF ASBURY PARK PURCHASING MANUAL

A GUIDE FOR ALL MUNICIPAL DEPARTMENTS IN THE PREPARATION OF
REQUEST FOR GOODS AND SERVICES

DATED: APRIL 2021

RESOLUTION NUMBER

TABLE OF CONTENTS

DEFINITIONS.....	3-5
INTRODUCTION.....	6
GOALS OF PURCHASING, PURCHASING POLICY.....	7
PART ONE – PURCHASING ORGANIZATION.....	8-9
I. ROLES OF DEPARTMENTS	
PART TWO - PROCUREMENT POLICIES/GENERAL.....	10-15
II. METHODS OF SECURING PRICES AND CONTRACTS.....	10-12
A. Petty Cash under \$25.00	
B. Record of Quotations	
C. State Contracts	
D. Blanket Purchase Orders	
E. Bids	
F. Leases	
G. Co-operative Purchasing	
H. Change Orders	
III. EMERGENCY PURCHASES AND CONTRACTS.....	12-13
A. Contracts	
B. Procedure for emergency purchases and contracts	
IV. VENDOR RELATIONS.....	13-15
A. General	
B. Gifts and Gratuities	
C. Vendor Responsibilities	
D. Selection	
E. Payment	
F. Unsatisfactory Vendor Performance	
PART THREE – REQUISITIONS.....	16-18
I. GENERAL.....	16
II. INSTRUCTIONS FOR REQUISITIONS.....	17-18
PART FOUR – THE PURCHASE ORDER.....	19-20
I. PROCESS.....	19
II. PAYEMNT SCHEDULE.....	19-20
III. CHANGES.....	20
IV. REQUESTS FOR DUPLICATE VOUCHERS.....	20
PART FIVE – PAYMENT PROCESS.....	21
PART SIX – ADDITIONAL PURCHASING FUNCTIONS.....	22
I. SALES TAX EXEMPTION CERTIFICATES.....	22
II. SURPLUS/OBSOLETE PERSONAL PROPERTY.....	22

Definitions:

LPCL - Local Public Contract Law 40A: 11-1 et seq.

RULES - New Jersey Administrative Code N.J.A.C. 5:34-1 et seq.

DCA/DLGS - New Jersey Department of Community Affairs/Department of Local Government Services.

AGGREGATE - The sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, the furnishing of similar goods or services, during the same contract year through a contract award by a contracting agent.

BID THRESHOLD – Means the dollar amount above which a contracting unit shall advertise for and receive sealed bids in accordance with procedures set forth in P.L. 1999, c.440 (C.40A:11-4.1 et al.).

COMPETITIVE CONTRACTING - The method described in sections 1 through 5 of PL1999, c.440 (c.40A: 11-4.1 through c.40A: 11-4.5) of contracting for specialized goods and services in which formal proposals are solicited from vendors; formal proposals are evaluated by the purchasing agent or counsel or administrator; and the governing body awards a contract to a vendor or vendors from among the formal proposals received.

CONFIRMING ORDER - A confirming order occurs when a department wishes to place an order for a needed item or service without subjecting the purchase to the normal purchasing procedures of the Municipality. **Confirming orders are permitted only in bona fide emergency situation with approval from the City Manager, or by the CFO in the City Managers absence.**

CONTRACT - Any agreement, including but not limited to a purchase order or a formal agreement, which is a legally binding relationship enforceable by law, between a vendor who agrees to provide or perform goods or services and a contracting unit which agrees to compensate a vendor, as defined by and subject to the terms and conditions of the agreement. A contract also may include an arrangement whereby a vendor compensates a contracting unit for the vendor's right to perform a service, such as, but not limited to, operating a concession stand.

CONTRACT YEAR - The period of 12 consecutive months following the award of a contract.

EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS) - Services, which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor. The Purchasing Agent must sign off.

LOWEST PRICE - The least possible amount, to be paid for goods or services that meet all requirements of a purchase request for a contracting agent.

LOWEST RESPONSIBLE BIDDER OR VENDOR - The bidder or vendor; (a) whose responses to a request for bids offer the lowest price and is responsive; and (b) who is responsible.

ONLINE REQUISITION - Is an electronic document used to notify the Administration, Purchasing Department, and Finance Department of items or services that need to be contracted for and establishes the quantity, cost, potential vendor and the appropriation account[s] to be charged for the acquisition of the desired goods or services. It can be originated by the requester and then using the City's workflow or hierarchy rules, is processed electronically through the subsequent levels of approval, until it is finalized or approved and then converted to a purchase order.

PROFESSIONAL SERVICES - Services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor. These contracts can only be entered into by Resolution.

PROPRIETARY - Goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the governing body of the contracting unit to be necessary for the conduct of its affairs.

PUBLIC WORKS - Building, altering, repairing, improving or demolishing any public structure or facility constructed or acquired by a contracting unit to house local government functions or provide water, waste disposal, power, transportation, and other public infrastructures.

PURCHASE ORDER - A document issued by the contracting agent authorizing a purchase transaction with a vendor to provide or perform goods or services to the contracting unit, which when fulfilled in accordance with the terms and conditions of a request of a contracting agent and other provisions and procedures that may be established by the contracting unit, will result in payment by the contracting unit

PAY TO PLAY - Limit is \$17,500 in the aggregate and ALL awards in excess of \$17,500 require a resolution under Fair and Open. All procurement over \$17,500 and less than agency's higher bid threshold (window contracts) are subject to those laws.

QUALIFIED PURCHASING AGENT [QPA] - The individual duly assigned the authority, responsibility, and accountability for the purchasing activity of the contracting unit, and who has such duties as are defined by an authority appropriate to the form and structure of the contracting unit, and P.L.1971, c.198 (C40A:l 1-1 et seq.) and who possesses a qualified purchasing agent certificate.

QUOTATION - The response to a formal or informal request, made by a contracting agent by a vendor, for provision or performance of goods or services. Two quotes are **MANDATORY** when the aggregate cost of the item/service is greater than or equal to 15% of the bid threshold. Quotations may be in writing or taken verbally if a record is kept by the contracting agent. Written justification for lack of quotes shall be filed with the QPA.

RESPONSIBLE - Able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.

RESPONSIVE - Conforming in all materials respects to the terms and conditions, specifications, legal requirements, and other provisions of the request [BID, RFP, and RFQ].

SOLE SOURCE - One and only one source that possess a unique product having singular characteristics or performance capability.

WINDOW CONTRACT - All contracts where the value is over the political contribution threshold (pay-to-play) of \$17,500 but less than the agency's higher bid threshold.

WORK - Any task, program, undertaking, or activity, related to any development, redevelopment, construction or reconstruction performed or provided pursuant to a contract with a contracting unit.

	Bid Threshold	Quotation Threshold
Without Qualified Purchasing Agent	\$17,500	\$2,625
With Qualified Purchasing Agent	\$44,000	\$6,600

Please note that the political contribution threshold (pay-to-play) of \$17,500 remains in place.

INTRODUCTION

The purpose of this manual is to outline the procedures, for procuring goods and services under the New Jersey Local Public Contracts Law. (N.J.S.A. 40A:11-1 et. seq.) and the New Jersey Administrative Code (N.J.A.C. 5:30 and 5:34), as well as various other procurement-related statutes.

This Purchasing Manual will serve as the basis for purchasing policies and procedures for the City of Asbury Park. The purchasing function involves the procurement of materials, supplies, equipment, and services at the lowest possible cost.

Since rules and regulations are necessary for the proper operation of purchasing functions and since it is essential that all who are involved in the purchasing operation be well informed, this manual has been developed to aid all employees and vendors directly or indirectly associated with the functions of purchasing.

Under no circumstances is the City of Asbury Park to be obligated to a vendor for anything except the opportunity to offer for sale any goods and/or services the City may wish to purchase.

Under no circumstance will the City of Asbury Park be obligated to pay for an item that an individual has purchased without prior approval. Such as a purchase will be borne entirely on the purchaser.

The Mission Statement of the Purchasing Department is: The Purchasing Department in the City of Asbury Park is charged with the responsibility of assuring all purchases of goods and services, and subsequent payments made through the Purchase Order process, are completed in compliance with the New Jersey Local Public Contracts Law. (N.J.S.A. 40A:11-1 et. seq.)

GOAL OF PURCHASING:

The goal of purchasing in the City of Asbury Park is to:

- A. To ensure that the municipality is in compliance with all procurement statutes, policies and procedures as established by the State of New Jersey and the resolutions and ordinances of the City of Asbury Park.
- B. Maximize taxpayers' dollar by securing the best possible product/service at the best possible price.
- C. Assure transparent and fair competition and the prevention of corruption or favoritism.

PURCHASING POLICY:

Below is an outline of the purchasing procedures that are currently in place and must be followed in order for the needs of the using department to be met. Purchasing policies/procedures/laws **MUST** be followed at all times regardless of whether funding is coming from the federal government, state government, county government or the City of Asbury Park. If you have any questions please call Finance prior to taking any action. **IT IS MUCH EASIER TO CORRECT A PROBLEM BEFORE IT OCCURS THEN IT IS AFTER IT OCCURS.**

PART ONE

PURCHASING ORGANIZATION

I – ROLES OF DEPARTMENTS

Each Department is responsible for:

- A. Determining their individual purchasing needs
- B. Initiating the purchasing process by entering requisitions according to the approved procedures with adequate time required to follow proper procurement guidelines.
- C. Writing, reviewing and giving final approval of technical specifications for sealed bids.
- D. Receiving the services/commodities ordered.
- E. Preparing and sending Finance the paperwork required for payment, according to approved procedures.
- F. Tracking and recording of unsatisfactory services or products received.

Role of Finance

Finance is responsible for:

- A. Assisting Departments to secure the best product/service for the best prices.
- B. Reviews all requisitions, ensuring that the City complies with all appropriate procurement statutes and policies.
- C. Prepares Purchasing Certification for all items requiring City Council approval.
- D. Issues Purchase Orders and Contract Payment Vouchers.
- E. Keeps an active vendors' file and meets with vendors interested in doing business with the City.
- F. Prepares bid packages and oversees the bidding process.
- G. Secures the contract documents required from vendors awarded contracts.
- H. Taking the required steps to make speedy payment of the City's purchases after receiving all the payment documentation from the Departments.
- I. Certifying that monies are available before any purchases are made.
- J. Acting as Qualified Purchasing Agent for the City, as defined in the Local Public Contracts Law.

Role of Municipal Clerk

The Municipal Clerk is responsible for:

- A. Having contracts executed by the Mayor on behalf of the City if the amount exceeds the threshold established for it by the City.
- B. Keeping track and storing of Vendor insurance certificates, Affirmative Action certificates for professional services, and performance/payment and maintenance bonds.
- C. Securing signed contract documents from professional service providers.

Role of City Manager

The City Manager is responsible for:

- A. Receiving bid reports and reviewing recommendation of awards and Purchasing Certification for award of contracts.
- B. Signing vendor contracts on behalf of the City which are below threshold established by the City and which do not require a resolution by the City Council.
- C. Taking appropriate corrective/disciplinary measures when this policy is violated.

Role of City Council

Members of the City Council are responsible for:

- A. Reviewing and approving resolutions for contract awards.
- B. Approving Bill List resolution at each Council Meeting prior to Finance issuing checks.

Role of Mayor

The Mayor is responsible for:

- A. The same duties as the other members of the City Council described above.
- B. Signing contracts and agreements on behalf of the City when the dollar amount requires a resolution.

PART TWO

PROCUREMENT POLICIES

GENERAL

I – METHODS OF SECURING PRICES AND CONTRACTS:

- A. Small Purchase - Departments should utilize Petty Cash, under \$25.00, other than Blanket Purchase Orders based on current quotes or contracts. Check with the Finance Department to confirm availability.
- B. Record of Quotation – Purchases that are single in nature or may in the annual aggregate, reach or exceed 15% of the bid threshold shall be supported by quotes. Where written quotes are solicited, they should be attached to the requisition for the official record. If quotes are solicited by phone, a written summary on the purchase request is acceptable.

Note: NJ Local Government statutes do not recognize "Sole Source" as an acceptable alternative to seeking quotes or bids.

- C. State Contracts –
 - 1. The State Contract allows the City to make purchases of goods and services without bidding.
 - 2. The list of state contracts and state contract vendors varies each year. The current contracts are available on the State website (<https://www.njstart.gov/bso/>) under state contracts. They are listed either by vendor, name of contract, or identification number.
 - 3. It is important to be sure that each particular item is on the state contract, since not all items nor all models sold by a state contract vendor are under contract.
 - 4. When a contract lists a percentage discount, the discount is taken from the catalog in use at the time the award was made—not necessarily the current year's catalog. It is the vendor's responsibility to prove that the quote is valid state contract pricing. Verification is available through the State of New Jersey Division of Purchase and Property.
 - 5. The state contract price may be used as a competitive quote.

The valid contract number, term of contract and authorized commodity and/ or service shall be confirmed prior to issuing a purchase order. State Rules require that the Governing Body authorize by Resolution State Contract purchases exceeding the bid threshold. This applies to single item or aggregate/open end annual purchases.

When a vendor submits a competitive price, which is lower than a State Contract vendor, the lower price may be accepted in a "quote" situation. However, where the expenditure (one time or aggregate) exceeds the bid threshold, bidding is required if the State Contract commodity/vendor is not utilized.

- D. Blanket Purchase Orders - It is economical, labor and material wise, to maintain Open Purchase Orders for routine, recurring items such as hardware supplies, etc. and other small dollar volume purchases.

To confirm the procedure:

1. Department submits a requisition reflecting an estimate of monthly and/or quarterly usage.
2. Contract validity (State Contract, Bid or Quotes) is confirmed.
3. Purchasing processes Purchase Order.
4. Using department orders and received commodity on an as-need basis, verifies signed delivery slips and invoices for each individual purchase and completes a draw-down requisition for the actual amount owed.
5. Upon exhaustion of the amount encumbered or applicable period (i.e. monthly or quarterly) notification is send to Accounts Payable or the Purchasing Agent to "Close" Blanket Purchase Order.

- E. Bids – The process of formal bidding requires the cooperation and interaction of various Municipal Officials. All bids have one basic "boiler plate" of statutorily required forms, statements and generally preferred instructions. Specifications shall be broadly drafted to insure completion yet definitive enough to secure the needed goods or services. **Specifications preparation should be coordinated between the purchaser and the Purchasing Agent.** The specifications must be complete and in final form before requesting advertising for the bid. Quantities must be justifiable through either history, usage or specific to a pending project. All bids are advertised in the Asbury Park Press and online at: www.cityofasburypark.com/bids.

- F. Leases – Rules concerning the duration of contracts, prohibitions and equipment changes are contained in the LPCL Rules. However, all leases or service agreements authorized by the LPCL shall be subject to competitive bidding if the cumulative

amount to be expended during the duration of the multi-year lease exceeds the competitive bid threshold.

- G. Co-operative Purchasing – Purchases can be made without obtaining additional quotes or bids for commodities and services through a cooperative purchasing program where the City is a current member. Be mindful that not all products available from a contract vendor are on a cooperative contract. The cooperative contract number must be listed on all quotes and entered on all requisitions.
- H. Change orders for a project/contract, etc. awarded by resolution of Council should be avoided if at all possible. The dollar amount approved by the Council cannot be exceeded without a formal change order and a new resolution approved by the Council. If it is not possible to avoid utilizing a change order the request **MUST** be submitted to the City Manager **PRIOR** to any work being performed or orders placed. If justified, the change order will be presented to the Council for consideration. Emergencies will be addressed on a case-by-case basis.

II– EMERGENCY PURCHASES AND CONTRACTS:

- A. No contracts shall be entered into, or funds committed or expended, on an emergency basis pursuant N.J.S.A. 40A: 11-6 unless the circumstances meet all of the following requirements:
 - 1. An actual or imminent emergency must exist requiring the immediate delivery of the article or the performance of the service.
 - 2. The emergency condition must affect the public health, safety or welfare and require the immediate delivery of the goods or performance of the service to alleviate such effect.
 - 3. The emergency purchasing procedure may not be used unless the need for the goods or services could not have been reasonably foreseen or the need for such goods has arisen notwithstanding a good faith effort to plan the purchase of any goods or services required. **The failure to plan does not constitute an Emergency.**
 - 4. The contract shall be of a limited duration as to meet only the immediate needs of the emergency; and
 - 5. Under no circumstances shall the emergency purchasing procedure be used to enter into a multi-year contract.

B. Procedure for emergency purchases and contracts:

1. **The affected department head must submit a detailed email to the City Manager, CFO and Purchasing Agent.** If satisfied that the emergency exists, the City Manager is authorized to award a contract for said work or labor, materials, supplies or services.
2. A requisition for the performance of work or labor or the furnishing of materials, supplies or services must be filed with the Purchasing Agent describing the nature of the emergency, the time of its occurrence and the need for invoking an emergency, certified by the Department Head **AND** the City Manager.
3. Mayor and Council will confirm the award of emergency contracts in excess of the quote and bid threshold by resolution describing the imminent peril to life or property at the next meeting of the Governing Body by acting upon the submission from the City Manager.
4. Payments for emergency purchases shall not exceed budgeted appropriations.

III– VENDOR RELATIONS

A. General

The Purchasing Agent promotes a program of fairness with all vendors. Salespeople are received courteously and as promptly as time permits. Appointments are required. Prices and other specific information received from vendors will be considered confidential. During price solicitation, quotations received from one supplier shall not be divulged to another. The State of New Jersey adheres to a buy-American policy whenever practicable and available.

B. Gifts And Gratuities

Municipal employees and officers are expressly prohibited from soliciting or accepting any rebate, money or entertainment, gift or gratuity from any person, company, firm or corporation to which any purchase order or contract, is, or might be, awarded.

The City will not tolerate circumstances that produce, or reasonably appear to produce, conflicts between personal interests of an employee and the interests of the City. Accordingly, the City will take appropriate action and may terminate, at no charge to the City, any purchase order or contract if it is found that gifts or gratuities were offered to any employee. The City may also take disciplinary action, including dismissal, against an employee who solicits or accepts gifts or gratuities.

C. Vendor Responsibilities

Vendors are urged to read all detailed specifications and all bid documents, to comply with all instructions and required conditions. If a vendor does not fully understand a request, any inquiry must be directed in writing to the Purchasing Agent.

Vendors shall quote firm contract prices only, F.O.B. City of Asbury Park location of the using agency, or as directed.

Vendor shall submit bid proposals or requests for quotations on forms supplied by the City or as otherwise expressly authorized in writing.

Vendor must assure that an original signature of an authorized representative of the firm is on any written proposal or bid.

Vendors are expected to promptly and accurately provide the proper quality of goods or services at a reasonable and competitive price.

Vendors are encouraged to provide information on new products, processes and materials along with demonstrations and samples when requested.

Suggestions that will help reduce cost, promote efficiency or improve supplier services are welcome. Cost reduction ideas should reduce costs without a corresponding reduction in quality of goods and services.

D. Selection

Vendors are to be selected on a competitive basis. Bids, quotations, and proposals will be solicited in accordance with the law and may be by newspaper advertising, direct mail request to prospective suppliers, in person, by telephone or on the City's website. Purchase Orders or contracts will be awarded to the lowest responsive, responsible vendor. Competitive contracts, RFP's and RFQ's will be reviewed by an evaluation team to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. All proposals or quotations may be rejected if in the City's best interest to do so.

E. Payment

To maintain good vendor relations, it is important, upon completion of the order that all required documents are forwarded to Finance. Upon receipt of goods or services, using departments should submit all invoices and vouchers to Accounts Payable without delay.

F. Unsatisfactory Vendor Performance

All using agencies shall notify the Purchasing Agent immediately of any failure by a vendor to comply with contract terms and conditions.

PART THREE

REQUISITION

I- GENERAL

- A. Where no current co-op or state contract exist, each department may locate vendors able to fulfill the City's supply or service needed and obtain informal price quotations. The quote threshold is \$6,600. All purchases \$6,600 and over require two or more quotes (three is preferred) and a resolution. Assistance will be provided by the Purchasing Agent upon request. The lowest, responsible vendor is to be submitted on the requisition. No order is to be placed or commitment made except by an approved written Purchase Order/Voucher or by the formal emergency purchase procedure.
- B. Proper preparation of the requisition reduces time and paperwork for all concerned, enabling Purchasing to acquire your exact requirements in the most expeditious manner. Omissions of required information often result in a delay in issuing the Purchase Order, which in turn may result in delay in delivery.
- C. The requisition must follow an approval path and should be submitted well in advance (two weeks is desired) of the time the goods and services are needed to allow sufficient time for review and for the solicitation of formal quotations for more difficult purchases. Where a requesting department has already solicited quotes, the quotations or forms must be signed and submitted as a record of same.
- D. Based on the total and aggregate dollar amount of the purchase(s), written specifications and sealed bids, or informal solicited quotations may be required. State approved contract vendors or cooperative pricing system vendors pursuant to N.J.S.A. 40A:11-11 (5) may also be used to fulfill needs.

Before any formal commitment is made to a vendor, **a Purchase Order/Voucher must be issued.**

- E. All Capital account requisitions require certification of funds by the Chief Financial Officer.

II– INSTRUCTIONS FOR REQUISITIONS

- A. Requisitions are entered into Edmunds system by the using Department.
- B. Finance maintains the vendor list, changes, additions, and deletions. Please note that when requesting the addition of a new vendor it is necessary to include the vendors W9 Form and valid NJ Business Registration Certificate.
- C. Requisitions can be charged to more than one account.
- D. The description of the first page of the requisition is very important since this is the description which appears on reports.
- E. Department Heads are responsible for first approval of all requisitions.
- F. Quotations should be included on Page 2 of the requisition and uploaded and attached to the requisition.
- G. Quantity - It is essential quantities be indicated to eliminate any confusion as to just how much of anything is required.
- H. Description - When the correct classification is not used in describing items required, or sufficient details such as stock number, model numbers, size, color, capacity, dimension, etc. are not given, the City Manager or Purchasing Agent must contact the originator for further information. Careful preparation of the original request with as much detail as possible to describe items completely will avoid delays.

Other reasons for delay are:

1. Lack of sufficient information in a number of areas: account codes, vendor information, incomplete description of the goods or services requested, lack of quotations.

In the case of memberships, the names of the individuals, the term of the membership, membership number or i.d. that is pertinent to identification must be submitted with the req. In the case of subscriptions, the same criteria applies.

When registering for a class, conference, seminar or other meeting, not only should the individual be identified, but the name of the event, the date and location should also be included. If a confirmation # has been assigned due to a phone registration, that number should appear on the requisition.

Requisitions are further delayed if not annotated with the appropriate State Contract #, resolution #, or other identification.

If requisitioning on the basis of an invoice, some description must be made, generic terms are acceptable, of what the goods and services are and/or the program/event for which they were secured.

2. Missing quotations are another source of delay. If quotes have been secured, they must be uploaded in Edmunds. If not, the requisition will be held for receipt of the quotes.

PART FOUR

THE PURCHASE ORDER

I – PROCESS

Finance generates the numbered Purchase Order (PO) after all approvals have been processed in Edmunds.

All PO's that are under \$1,000.00, are not a reimbursement and the vendor is not an individual or sole proprietary, no longer requires a Claimant Certification and Declaration, as per Resolution #2019-74. It is the using department's responsibility to contact the vendor with the PO number to process an order.

Finance mails all other PO's for the Claimant Certification and Declaration and any required enclosures to the vendor, unless, otherwise requested, as in the case of a "pickup".

On receipt of the Purchase Order, the vendor performs accordingly in providing the goods or services directly to the using department. The vendor returns the signed voucher and original, itemized invoice(s).

The Department received the goods or services.

The vendor sends back the purchase order signed (if required) along with an original invoice.

The Department/Division Head authorizes payment of the PO by signing the receiving copy of the PO (yellow copy) and forwarding required documents to Accounts Payable in Finance.

II – PAYMENT SCHEUDLE

After merchandise is received or work/service performed, the vendor's invoice and signed yellow copy of the Purchase Order along with verified delivery/packing slips are forwarded to the finance office for processing.

Accounts payable prepares a "Bill List" for the Governing Body's approval for each Council Meeting.

Checks are mailed to the vendor after the Council Meeting at which the bill was approved. Unless prior arrangements have been made with the CFO all checks are mailed.

The original purchase order with all paperwork is retained in the Finance Department. Construction contracts are governed by the Prompt Payment Law (P.L. 2006, c.96) “which establishes timing standards for the payment of bills for a wide range of construction-related contractors.” Please refer to Local Finance Notice 2006-21 dated November 1, 2006. Below is a brief synopsis of the law. However, it is imperative that anyone managing a construction contract be familiar with this law.

Per the Prompt Payment Law, the City must pay a contractor within thirty days of receipts and approval of a bill. Accordingly, all bills MUST be date stamped upon receipts. If a bill is being challenged, the contractor MUST receive written notification within twenty days of the receipt of the bill. There are financial penalties attached to the failure to follow this law so please make sure you are very familiar with Prompt Payment.

III – CHANGES

Additions, deletions and changes to prices or units must be done by Finance. Notify Finance of any change requests.

Any changes implementing an increase in cost must be authorized by the City Manager or Purchasing Agent.

IV – REQUEST FOR DUPLICATE PURCHASE ORDERS

All requests for duplicate purchase orders must be sent to Finance.

PART FIVE

PAYMENT PROCESS

I – PAYMENT PROCESS

- A. The Department received the goods or services.
- B. The vendor sends back the signed purchase order, along with the original invoice
- C. The Department checks for accuracy, signs the yellow copy of the purchase order and sends the purchase order and invoice to Finance.
- D. Finance prepares the bill list for the Council meeting.
- E. The Council approves the bill list.
- F. Finance mails out the checks.
- G. The Department is responsible to take vendor's calls when there is a question regarding payment. Questions would be directed to Finance only if the answer is not available electronically.
- H. Invoices should not be split between two Purchase Orders. If an invoice comes in and is more than the Purchase Order, the Department should send an explanation to Finance with a request to increase the amount of the original Purchase Order.
- I. If there is a dollar amount left on a Blanket Purchase Order and no future invoices are expected, Finance should be notified by the Department to cancel the Purchase Order. That money will then be available to the Department for future purchases.

PART SIX

ADDITIONAL PURCHASING FUNCTIONS

I – SALES TAX EXEMPTION CERTIFICATES

By virtue of being a government unit, the City is exempt from sales tax on all purchases. Some vendors may want the City to provide a sales tax exemption certificate (NJ Form ST-4). A copy, which can be photocopied, can be acquired from Finance. The City's Tax identification number is 21-6000035 and is printed on the Purchase Order.

II – SURPLUS/OBSELETE CITY PERSONAL PROPERTY

- A. All such property is presumed to have some sale value or to be determined to have only scrap value. As such, N.J.S.A. 40A:11-36 requires that, upon Resolution of the City Council authorizing same, the City must attempt to sell most surplus or unneeded equipment by public sale.
- B. No employee of the City may legally take ownership, dispose of or sell such equipment.
- C. All proceeds from the sale of surplus equipment are submitted to Finance for appropriate accounting.
- D. IT will announce sales to all departments when appropriate.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-204

Authorizing Appointment to Shade Tree Commission Gabriella Curcinotta



RESOLUTION NO. 2021-204

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING APPOINTMENTS TO THE “ENVIRONMENTAL/SHADE TREE COMMISSION”

WHEREAS, pursuant to Section 2-41 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Environmental/Shade Tree Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Environmental/Shade Tree Commission for the term referenced:

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the following individuals are hereby appointed to serve on the Commission:

Appointee

Term to Expire

Gabriella Curcinotta (Alternate#2)

December 31, 2025

2. That a certified copy of this Resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

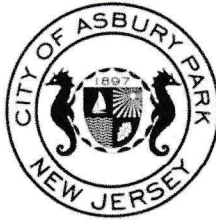
I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-204 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 29th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY.PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

DONNA M. VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

To apply, please fill out the information below. Applications will be submitted to the City Clerk's office and kept on file for 2 years. Please submit one application per Board, Committee or Commission.

NAME Gabriella Cucinotta

HOME ADDRESS 209 6th Ave, Apt 1, Asbury Park, NJ 07712

PHONE 609-902-7847 EMAIL ggcucinotta@gmail.com

Do you reside within the City of Asbury? ☒ Yes ☐ No

Are you 18 years of age or older? ☒ Yes ☐ No

BOARD, COMMITTEE OR COMMISSION YOU ARE INTERESTED IN SERVING _____

AP Environmental Shade Tree Commission

EXPERIENCE, CIVIC ACTIVITIES & STATEMENT OF INTEREST (List experience you may have, include other boards, committees etc. and why you wish to serve, attaching resume optional)

I have been a ^{volunteer} ~~member~~ of the AP ESTC since 2015.

I enjoy working in the gardens and embrace ESTC's commitment to beautifying the city. I am a member of NJ medical Reserve Corp and served most recently in Mercer County scheduling residents for COVID testing.

EDUCATION BS. Microbiology.

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

None

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

SIGNATURE Gavinella Cucinotta DATE 4/20/2021

GUIDELINES FOR APPLYING FOR A BOARD, COMMITTEE OR COMMISSION

1. Please submit one application per Board, Committee or Commission.
2. The application will be kept on file for 2 years.
3. The application information you have submitted is considered public record.
4. In accordance with the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., annual Financial Disclosure Statements must be filed by elected officials, certain government employees and members of the Housing Authority, Recreation Commission, Planning Board, Zoning Board of Adjustment, Library Board Trustees.
5. Applications must be returned to the City Clerk's office:
 - In person, Monday through Friday, 9am to 430pm
 - By mail to City Clerk, City of Asbury Park, One Municipal Plaza, Asbury Park, New Jersey, 07712
 - By email to the City Clerk at melody.hartsgrove@cityofasburypark.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-205

Resolution Approving Payment of Bills



RESOLUTION NO. 2021-205

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

BE IT RESOLVED, that these vouchers payable totaling \$1,152,501.43

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$ <u>1,152,501.43</u>
------------------	------------------------

TOTAL VOUCHERS	\$ <u>1,152,501.43</u>
----------------	------------------------

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-205 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
0-01-20-100-000-201	ADMINISTRATION General Plant					
TMASSO	T & M ASSOCIATES	20-03159	SURVEYING SERVICES AT 200	1,603.75	0.00	B
	Extd Total: ADMINISTRATION			1,603.75		
	Department Total: ADMINISTRATION			1,603.75		
	CAFR Total:			1,603.75		
Department:	POLICE					
Extd:	POLICE DEPARTMENT					
0-01-25-240-000-203	POLICE Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-03444	#40QU026535 Repaired Car #22	126.42	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-03495	Brakes & Rotors car#17	111.15	0.00	
				237.57		
	Extd Total: POLICE DEPARTMENT			237.57		
	Department Total: POLICE			237.57		
Department:	FIRE DEPT.					
Extd:	FIRE DEPARTMENT					
0-01-25-265-000-201	FIRE DEPT. General Plant					
ATECSEC	A+ TECHNOLOGY & SECURITY	20-03348	Est ES26162 ISO cards/coding	330.00	0.00	
	Extd Total: FIRE DEPARTMENT			330.00		
	Department Total: FIRE DEPT.			330.00		
	CAFR Total:			567.57		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
0-01-26-290-000-201	STREETS & ROAD General Plant					
FOSCOM	FOSTER & COMPANY, INC.	20-01712	Left Hand Drill Set #87650 8pc	187.52	0.00	
MOBIL005	MOBILE TECHTRONICS INC	20-03481	#202561 DPW REPEATER UPDATE	1,050.00	0.00	
MORSAL	MORTON SALT, INC.	20-03488	Sodium Chloride (Rock Salt)	4,664.20	0.00	
				5,901.72		
0-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
MCGMUN	MCGRATH MUNICIPAL EQUIPMENT	20-01454	8K Trailer Jack Leg #TR35368	212.50	0.00	
MCGMUN	MCGRATH MUNICIPAL EQUIPMENT	20-01590	Nozzels and CAD Cells	236.50	0.00	
FOSCOM	FOSTER & COMPANY, INC.	20-01715	Various Automotive Tools/Parts	455.23	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	20-03363	Fuel Sensor and Shipping	217.47	0.00	

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-26-290-000-203 FOSCOM	STREETS & ROAD FOSTER & COMPANY, INC.	Motor Vehicle 21-01058	Continued #906838 Abrasives, etc 9/30	475.21 <u>1,596.91</u>	0.00	
0-01-26-290-000-218 BECTRE	STREETS & ROAD BECKER'S TREE SERVICE, INC	Contract.Serv. 20-02672	SUNSET PARK LAKE TREE CANOPY	7,500.00	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				14,998.63		
Department Total: STREETS & ROAD				14,998.63		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
0-01-26-310-000-201 SCHELE	BUILDING & GND SCHINDLER ELEVATOR CORP.	General Plant 20-02838	NGRH-BU7Q9G ELEVATOR SWIPE KEY	1,009.05	0.00	
Extd Total: BUILDINGS & GROUNDS				1,009.05		
Department Total: BUILDING & GND				1,009.05		
CAFR Total:				16,007.68		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-218 VISNUR	SOCIAL SERVICES VISITING NURSES ASSN. OF CENTR	Contract Services 21-00165	Nursing Services Nov 2020	6,833.33	0.00	
VISNUR	VISITING NURSES ASSN. OF CENTR	21-00607	Nursing Services December 2020	<u>6,833.33</u>	0.00	
				13,666.66		
Extd Total: SOCIAL SERVICES:				13,666.66		
Department Total: PUBLIC ASST				13,666.66		
CAFR Total:				13,666.66		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
0-01-31-435-435-299 NJAMER	LIGHT, HEAT & POWER Misc. N.J. AMERICAN WATER CO.	21-01026	#1018-210027736316 3/3-4/5	2,005.43	0.00	
Extd Total: LIGHT,HEAT,POW				2,005.43		
Department Total: LIGHTING				2,005.43		
CAFR Total:				2,005.43		
Fund Total: CURRENT				33,851.09		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
0-06-55-502-000-201 RILOUT	TRANSPORT.UTILITY O/E: General Plant RILEIGHS OUTDOOR DECOR	20-03260	#00002894 Signage Bands	412.83	0.00	

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant	Continued				
TRALIN	TRAFFIC LINES, INC.	21-00922	#20991 striping 6/30/2020	5,502.00	0.00	
				5,914.83		
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			5,914.83		
	Department Total: UTILITY OE			5,914.83		
	CAFR Total:			5,914.83		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			5,914.83		
	Year Total:			39,765.92		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
1-01-20-100-000-209	ADMINISTRATION Professional Services					
CGPHL005	CGP&H, LLC	21-00332	2021 SERVICES RENDERED BLANKET	4,472.00	0.00	8
1-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	21-00989	ACCT #117290 MARCH 2021	301.50	0.00	
	Extd Total: ADMINISTRATION			4,773.50		
	Department Total: ADMINISTRATION			4,773.50		
Department:	MAYOR/COUNCIL					
Extd:	MAYOR & COUNCIL					
1-01-20-110-000-299	MAYOR & COUNCIL Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-00949	COVID-19 Sign	25.00	0.00	
	Extd Total: MAYOR & COUNCIL			25.00		
	Department Total: MAYOR/COUNCIL			25.00		
Department:	MUNIC CLERK					
Extd:	MUNICIPAL CLERK					
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	21-00973	ORD 2021-12 THRU 15 AND 2021-8	304.60	0.00	
1-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC	GRANICUS, LLC	21-00640	JAN, FEB & MARCH 2021	2,118.60	0.00	
GRALLC	GRANICUS, LLC	21-00957	#138086 IQM2 April 2021	706.20	0.00	
				2,824.80		
	Extd Total: MUNICIPAL CLERK			3,129.40		
	Department Total: MUNIC CLERK			3,129.40		
Department:	FINANCE					
Extd:	FINANCIAL ADMINISTRATION					
1-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-00974	Office Supplies	71.18	0.00	

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-130-000-206	FINANCE Copier					
ATLTOM ATLANTIC TOMORROWS OFFICE		21-00983	CONTRACT #115224 4/1/20 - 3/31	4,638.20	0.00	
1-01-20-130-000-207	FINANCE HR Testing					
MERHEA MERIDIAN OCCUPATIONAL HEALTH		21-01010	INVOICE #463363 MARCH 24 & 25	300.00	0.00	
1-01-20-130-000-209	FINANCE Fees					
ACCINV ACCLAIM INVENTORY, LLC		21-00908	2020 FIXED ASSET UPDATE	2,500.00	0.00	
Extd Total: FINANCIAL ADMINISTRATION				7,509.38		
Department Total: FINANCE				7,509.38		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV CDW GOVERNMENT INC.		21-00991	Q#1C4L9K9 Finance Monitor	192.74	0.00	
1-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
SHIINT SHI INTERNATIONAL CORP		21-00888	Q#20262635 GoverLAN Renewal	344.32	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				537.06		
Department Total: COMPUTER MIS				537.06		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-204	DIRECTOR OF COMMUNICATIONS Newsletter					
CRAPRI CRAFTMASTER PRINTING, INC.		21-00838	Spring Newsletter Printing	2,037.00	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				2,037.00		
Department Total: DIRECTOR OF COMMUNICATIONS				2,037.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR ANSELL, GRIMM & AARON, P.C.		21-00290	2021 SERVICES RENDERED BLANKET	13,635.40	0.00	B
MARFAL MARAZITI FALCON, LLP		21-00291	2021 SERVICES RENDERED BLANKET	1,417.50	0.00	B
PARKE005 PARKER MCCAY, PA		21-00296	2021 SERVICES RENDERED BLANKET	3,451.50	0.00	B
				18,504.40		
Extd Total: LEGAL SERVICES				18,504.40		
Department Total: LEGAL SERVICES				18,504.40		

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEER SERV Extd: ENGINEERING SERVICES						
1-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	21-00298	2021 SERVICES RENDERED BLANKET	9,469.75	0.00	B
	Extd Total: ENGINEERING SERVICES			9,469.75		
	Department Total: ENGINEER SERV			9,469.75		
	CAFR Total:			45,985.49		
Department: Planning Department Extd: Planning Department						
1-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
KEEPA005	KEEP AMERICA BEAUTIFUL, INC.	21-00604	Keep America Beautiful App	3,500.00	0.00	
	Extd Total: Planning Department			3,500.00		
	Department Total: Planning Department			3,500.00		
	CAFR Total:			3,500.00		
Department: WORKERS COMP Extd: WORKER'S COMPENSATION						
1-01-23-215-000-209	WORKER'S COMPENSATION Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	21-00959	Workers Comp. Premium	85,251.50	0.00	
	Extd Total: WORKER'S COMPENSATION			85,251.50		
	Department Total: WORKERS COMP			85,251.50		
	CAFR Total:			85,251.50		
Department: POLICE Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
SECON005	SECOND LIFE BIKES, INC.	21-00968	Serviced (4) Bikes	320.00	0.00	
1-01-25-240-000-202	POLICE Office Supplies					
ULINE	ULINE, INC.	21-00665	#52150040 ENVELOPES 7.5 x 10.5	628.67	0.00	
1-01-25-240-000-203	POLICE Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	21-00779	Blanket Car Maintenance	110.38	0.00	B
SEAFOR	SEA BREEZE FORD INC.	21-00796	Q000329974 REPAIRS TO CAR #11	500.11	0.00	
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	21-00854	INV #5829 DECALS Car #15 Door	300.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00857	Blanket Car Repairs	44.35	0.00	B
RICAUT	RICH'S AUTO BODY	21-00951	Inv #12380 Investigation Tow	20.00	0.00	
				974.84		
1-01-25-240-000-216	POLICE Supplies-Compu.					
AMAZO005	AMAZON.COM SERVICES	21-01017	High Capacity USB Drives	424.95	0.00	

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	21-00962	Prisoner Meals	36.42	0.00	
	Extd Total: POLICE DEPARTMENT			2,384.88		
	Department Total: POLICE			2,384.88		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE	21-00042	Blanket PO not to exceed	96.77	0.00	B
NJFIRE	NJ FIRE EQUIPMENT COMPANY	21-00823	QUOTE #11840 saw blades	255.00	0.00	
WESPES	WESTERN PEST SERVICES	21-00995	Inv 6823471 APRIL 2021	104.00	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	21-01043	Inv 36902 dept shirts	311.15	0.00	
				766.92		
1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00082	Blanket PO Not to Exceed	67.99	0.00	B
SEAGRA	SEAGRAVE NEW JERSEY	21-00281	INV #07w1707 SEAGRAVE REPAIRS	2,856.58	0.00	
FISONS	FIS on Site Service LLC	21-00525	Quote:000228-8389 Fuel Tank	1,649.00	0.00	
NJEVEH	NJ EMERGENCY VEHICLES	21-00976	Graphics for 8361 Door Repair	80.00	0.00	
				4,653.57		
1-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
AMAZ0005	AMAZON.COM SERVICES	21-01005	iPad Screen Protectors	28.35	0.00	
1-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
JUNLAS	JUNGLE LASERS, LLC	21-01048	INV #59575 4/16/21 - 5/15/21	1,000.00	0.00	
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.	21-00083	Blanket PO Not to Exceed	39.57	0.00	B
1-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	21-00965	Invoice 33121 March 21 Fees	4,096.06	0.00	
	Extd Total: FIRE DEPARTMENT			10,584.47		
	Department Total: FIRE DEPT.			10,584.47		
	CAFR Total:			12,969.35		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	21-00627	Miscellaneous Hardware, etc	197.94	0.00	B
ODBCOM	OLD DOMINION BRUSH COMPANY INC	21-00890	Various Brooms f/Elgin Sweeper	1,210.00	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	21-00953	INVOICE #203076 MARCH 2021	216.83	0.00	
ROBBIA	ROBERT BIANCHINI	21-01030	Reimbursement for RCS License	182.00	0.00	
				1,806.77		
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	21-00314	Automotive Supplies and Tools	33.24	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	21-00317	Various Supplies, Tools, etc	130.75	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	21-00412	Automotive Shop Supplies	147.94	0.00	B

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00560	Automotive Parts, Tools & Svc	411.40	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	21-00643	Repairs, Supplies, Tools, etc	23.61	0.00	B
TRUIS	TRUIS, INC.	21-00790	Road Plow Blades	1,650.00	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-00806	Reman Automatic Transmission	2,765.87	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	21-00864	36" RAVO Broom & Delivery	2,200.00	0.00	
LACEQU	LACAL EQUIPMENT INC.	21-00902	Dirt Shoe Runner-MOD #1054322	487.10	0.00	
SEAFOR	SEA BREEZE FORD INC.	21-00928	Repair to Senior Center's Van	233.80	0.00	
QUAAUT	QUALITY AUTO GLASS, INC.	21-00955	Material f/Repair of Loadpack	455.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	21-00958	#921575 Ace & Oxy Cylinders	83.25	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	21-00998	Solid Waste Transporter Tags	1,288.00	0.00	
				<u>9,909.96</u>		
1-01-26-290-000-210	STREETS & ROAD	Network Fleet				
VERCONN	VERIZON CONNECT NWF INC.	21-00999	#02400384 MARCH & APRIL 2021	3,287.00	0.00	
1-01-26-290-000-211	STREETS & ROAD	Traffic				
GLESUP	GLENCO SUPPLY INC.	21-00903	Traffic Control Signage	150.00	0.00	
1-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
ATLLOK	ATLANTIC LOCK & SAFE	21-00321	Miscellaneous Hardware, etc	14.56	0.00	B
MOOGEN	MOONEY GENERAL PAPER COMPANY	21-01002	36" Nifty Nabber Pro Grabber	1,078.56	0.00	
				<u>1,093.12</u>		
1-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
PRESPE	PREVENTION SPECIALISTS, INC.	21-01011	INVOICE #30636 DOT RANDOM TEST	213.00	0.00	
OPTIMUM	OPTIMUM	21-01032	#07866-183188-01-1 4/8 - 5/7	31.23	0.00	
				<u>244.23</u>		
		Extd Total: STREETS & ROADS MAINTENANCE		16,491.08		
		Department Total: STREETS & ROAD		16,491.08		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	21-00263	Removal of Construction Debris	2,275.76	0.00	B
DELDEM	DELISA DEMOLITION, INC.	21-00912	#206847 Trash Fees 3/16 - 3/31	31,231.90	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	21-00930	#60276 Reclamation Center MAR	1,164.16	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-00956	#206905 Construction Debris	2,129.44	0.00	
				<u>36,801.26</u>		
1-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
MASREC	MAZZA RECYCLING SERVICES, LTD.	21-00926	INV #0336165 MARCH 2021	6,884.97	0.00	
		Extd Total: SOLID WASTE COLLECTION		43,686.23		
		Department Total: SOLID WASTE		43,686.23		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-201	BUILDING & GND	General Plant				
DOGWA005	DOG WASTE DEPOT	21-00723	Dog Waste Station & Mesh Liner	882.05	0.00	

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-310-000-201 KEMFLA KEMPTON FLAG LLC	BUILDING & GND General Plant Continued 21-00952 GSE Fiberglass Flagpole, 20ft			1,550.00 2,432.05	0.00	
1-01-26-310-000-218 TERPES THE TERMINIX INTERNATIONAL CO	BUILDING & GND Contract.Serv. 21-01049 #406643310 Pest Control			170.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			2,602.05		
	Department Total: BUILDING & GND			2,602.05		
	CAFR Total:			62,779.36		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299 NJAMER N.J. AMERICAN WATER CO.	LIGHT, HEAT & POWER Misc. 21-01026 #1018-210027736316 3/3-4/5			261.62	0.00	
	Extd Total: LIGHT,HEAT,POW			261.62		
Extd: STREET/TRAFFIC						
1-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc. 21-01051 #100 064 168 782 1/26-3/30			115.49	0.00	
	Extd Total: STREET/TRAFFIC			115.49		
	Department Total: LIGHTING			377.11		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299 VERZON VERIZON BUSINESS	TELEPHONE Misc. 21-00982 #152-069-551-0001-78 4/4-5/3			124.99	0.00	
VERIZON VERIZON WIRELESS	21-01016 #342269861-00001 3/5-4/4			2,099.11 2,224.10	0.00	
	Extd Total: TELEPHONE			2,224.10		
	Department Total: TELEPHONE			2,224.10		
Department: GASOLINE						
Extd: GASOLINE						
1-01-31-460-000-299 GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	GASOLINE Misc. 21-00311 Sulfur Diesel Fuel, Delivered			1,808.23	0.00	B
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	21-00813 Unleaded RFG Fuel, Delivered			5,444.36 7,252.59	0.00	B
	Extd Total: GASOLINE			7,252.59		
	Department Total: GASOLINE			7,252.59		
	CAFR Total:			9,853.80		

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-202	MUNIC COURT Office Supplies					
MUNREC	MUNICIPAL RECORD SERVICE	21-00940	interim ticket books	472.00	0.00	
1-01-43-490-000-247	MUNIC COURT Leases					
ATLTOM	ATLANTIC TOMORROWS OFFICE	21-00983	CONTRACT #115224 4/1/20 - 3/31	47.65	0.00	
Extd Total: MUNICIPAL COURT				519.65		
Department Total: MUNIC COURT				519.65		
CAFR Total:				519.65		
Department: INT ON BONDS						
1-01-45-930-000-299	BOND INTEREST					
USBANK	US BANK OPERATIONS CTR.	21-00964	MCIA BOND INTEREST	295,095.61	0.00	
Extd Total:				295,095.61		
Department Total: INT ON BONDS				295,095.61		
CAFR Total:				295,095.61		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	21-00967	1st Q 2021 Pilots	69,348.70	0.00	
1-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	21-00966	1ST QTR RAB PILOT DUE TRUSTEE	298,242.05	0.00	
Extd Total: TAXES PAYABLE:				367,590.75		
Department Total: TAXES PAYABLE:				367,590.75		
CAFR Total: CURRENT FUND NON BUDGET ACCTS:				367,590.75		
Fund Total: CURRENT				883,545.51		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
SUFFREDI	SUFFOLK REDI-MIX	21-01007	4000 PSI Concrete	676.00	0.00	B
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING	GRAINGER, INC.	21-00918	Installation of Faucet, etc	108.70	0.00	
SHEWIL	SHERWIN WILLIAMS	21-00927	Woodscapes Stain Extra - Behr	654.60	0.00	
GRAING	GRAINGER, INC.	21-00994	4th Ave Bathroom Repair-Beach	329.18	0.00	
				1,092.48		
1-05-55-502-000-213	BEACH UTILITY O/E: Motor Vehicle					
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	21-00843	Bristle Brush Attachment	260.96	0.00	

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
STASUP	STANDARD SUPPLY CO. INC.	21-00919	Premium Construction Adhesive	432.00	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,461.44		
	Department Total: UTILITY OE			2,461.44		
	CAFR Total:			2,461.44		
	Fund Total: BEACH			2,461.44		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
1-06-55-502-000-201	TRANS.UTILITY O/E: General Plant					
VIGSOL	VIGILANT SOLUTIONS, INC.	21-00186	#37292RI 1/21 - 12/21	5,150.00	0.00	
ATECSEC	A+ TECHNOLOGY & SECURITY	21-00288	QUOTE ES26402 TRANSPORTATION	7,719.44	0.00	
				12,869.44		
1-06-55-502-000-209	TRANS.UTILITY O/E: Auto					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00874	Blanket Car Repairs	105.09	0.00	B
1-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP	GLENCO SUPPLY INC.	21-00489	48x48 HI STOP SIGNS	1,280.00	0.00	
1-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	21-00911	#INV59063 March 2021 DMS Fees	6,966.00	0.00	
1-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PASPOR	PASSPORT LABS, INC.	21-00503	#INV-1019248 JANUARY 2021	6,950.70	0.00	
PARKM005	PARKMOBILE USA, LLC	21-00980	INV #19763 MARCH 2021	2,718.90	0.00	
PASPOR	PASSPORT LABS, INC.	21-00981	#INV-1020724 MARCH 2021	10,724.70	0.00	
PARKM005	PARKMOBILE USA, LLC	21-01015	#INV19161 JANUARY 2021	1,637.70	0.00	
				22,032.00		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			43,252.53		
	Department Total: UTILITY OE			43,252.53		
	CAFR Total:			43,252.53		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			43,252.53		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
GRAING	GRAINGER, INC.	21-00710	#2046928699 SEWER PLANT LOCKER	6,492.78	0.00	
JEMIND	JEM INDUSTRIAL SERVICES, INC.	21-00845	Re-Stocking Consumables	1,049.51	0.00	
				7,542.29		
1-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GUAENV	GUARDIAN ENVIRONMENTAL PRODUCT	21-00725	wear Strips/Mounting Hardware	2,760.00	0.00	
1-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
SUPER010	SUPERIOR ENVIRONMENTAL	21-00048	#20-1075 DAMPERS INSTALLATION	7,300.00	0.00	

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-07-55-502-000-211 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power	21-01026	#1018-210027736316 3/3-4/5	6,147.76	0.00	
1-07-55-502-000-218 BURCONT BURKE CONTRACTING, LLC	SEWER UTILITY O/E: Contract Services	21-00865	Emergency Sewer Repair #1103	3,750.00	0.00	
GENINC GENSERVE, LLC		21-00877	Standby Power Maintenance	727.00	0.00	B
ATLTOM ATLANTIC TOMORROWS OFFICE		21-00983	CONTRACT #115224 4/1/20 - 3/31	3.77	0.00	
				4,480.77		
1-07-55-502-000-230 JCIJ0005 JCI JONES CHEMICALS, INC.	SEWER UTILITY O/E: Hypochlorite	21-00883	#848721 MARCH 2021	3,151.05	0.00	
1-07-55-502-000-231 ENVIR005 ENVIRONMENTAL RESOURCES	SEWER UTILITY O/E: Lab Supplies	21-00988	##157265 SERVICE RENDERED 3/31	1,125.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			32,506.87		
	Department Total: UTILITY OE			32,506.87		
1-07-55-599-000-299 USBANK US BANK OPERATIONS CTR.	ACCRUED INTEREST ON BONDS & NOTES	21-00964	MCIA BOND INTEREST	55,959.25	0.00	
	Extd Total:			55,959.25		
	Department Total:			55,959.25		
	CAFR Total:			88,466.12		
	Fund Total: SEWER UTILITY: BUDGET:			88,466.12		
	Year Total:			1,017,725.60		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-004 ATECSEC A+ TECHNOLOGY & SECURITY	2016-16/FIRE DEPT VEHICLES,EQUIPMENT	21-00377	Q#ES26560 DPW Additional Doors	5,514.41	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			5,514.41		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-006 SCHELE SCHINDLER ELEVATOR CORP.	Various General Capital Improvements	20-02838	NGRH-BU7Q9G ELEVATOR SWIPE KEY	1,849.95	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			1,849.95		
	Department Total:			7,364.36		
	CAFR Total:			7,364.36		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			7,364.36		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001 TMASSO T & M ASSOCIATES	Sewer Plant Impr - 40A Costs (Ord #3038)	20-01233	WWTP RBC REPLACEMENT	1,130.75	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			1,130.75		
	Department Total:			1,130.75		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-002	Sewer Utility Improvements					
TMASSO	T & M ASSOCIATES	20-01704	WWTP BOILER REPLACEMENT PROJE	183.50	0.00	B
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			183.50		
	Department Total:			183.50		
	CAFR Total:			1,314.25		
	Fund Total: SEWER CAPITAL FUND BUDGET:			1,314.25		
Fund:	PARKING CAPITAL					
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	19-03697	Reso 2019-328 Asbury/Ridge	7,475.25	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			7,475.25		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			7,475.25		
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	23,493.50	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			23,493.50		
	Department Total: Ord. 2020-8 Memorial Drive Paving			23,493.50		
Department:	Ord. 2020-24 Bond Street Improvements					
Extd:	Ord. 2020-24 Bond Street Improvements					
C-09-17-907-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03381	Reso 2020-302 Bond St. Improv	41,597.00	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			41,597.00		
	Department Total: Ord. 2020-24 Bond Street Improvements			41,597.00		
	CAFR Total:			72,565.75		
	Fund Total: PARKING CAPITAL			72,565.75		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-42 Beach Utility Improv.					
C-10-55-101-102-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-01452	Lifeguard ems restroom facilit	2,329.90	0.00	B
	Extd Total: Ord. 2019-42 Beach Utility Improv.			2,329.90		
	Department Total:			2,329.90		
	CAFR Total:			2,329.90		
	Fund Total: BEACH CAPITAL FUND BUDGET:			2,329.90		
	Year Total:			83,574.26		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GRANT FUND BUDGET:					
G-02-43-871-014-214	Recycling Tonnage Program - 2014					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-00838	Spring Newsletter Printing	679.00	0.00	
	Extd Total:			679.00		
	Department Total:			679.00		
G-02-43-922-019-200	Clean Communities Grant					
GRAING	GRAINGER, INC.	21-00861	Anchors for art project	66.30	0.00	
	Extd Total:			66.30		
	Department Total:			66.30		
	CAFR Total:			745.30		
	Fund Total: GRANT FUND BUDGET:			745.30		
	Year Total:			745.30		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Ext:	2020 CDBG Allotment					
T-17-78-850-850-001	Administration					
WBMASON	W.B.MASON CO., INC.	21-00977	office supplies	24.32	0.00	
	Extd Total: 2020 CDBG Allotment			24.32		
	Department Total:			24.32		
	CAFR Total:			24.32		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			24.32		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
Department:	MUNIC COURT					
T-21-00-490-000-299	1601 ASBURY(JERSEY SHORE COMMUNITY CTR.)					
TMASSO	T & M ASSOCIATES	21-00963	LAF403588 Qspot Cafe	616.00	0.00	
	Extd Total:			616.00		
	Department Total: MUNIC COURT			616.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			616.00		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			616.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-825	AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
MARFAL	MARAZITI FALCON, LLP	21-00979	PROFESSIONAL SERVICES RENDERED	325.00	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)					
MARFAL	MARAZITI FALCON, LLP	21-00979	PROFESSIONAL SERVICES RENDERED	2,210.00	0.00	
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-00978	PROFESSIONAL SERVICES RENDERED	35.00	0.00	
T-48-56-850-000-836	1401 OCEAN(1401 OCEAN,LLC/BERKLEY HOTEL)					
LEWG00	LEWIS S. GOODFRIEND & ASSOC.	21-00936	Berkley Hotel Acoustical Eval.	5,500.00	0.00	

April 22, 2021
08:47 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-836	1401 OCEAN(1401 OCEAN,LLC/BERKLEY HOTEL) Continued					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-00978	PROFESSIONAL SERVICES RENDERED	35.00	0.00	
MARFAL	MARAZITI FALCON, LLP	21-00979	PROFESSIONAL SERVICES RENDERED	357.50	0.00	
				5,892.50		
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL	MARAZITI FALCON, LLP	21-00979	PROFESSIONAL SERVICES RENDERED	1,527.50	0.00	
	Extd Total:			9,990.00		
	Department Total:			9,990.00		
	CAFR Total:			9,990.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			9,990.00		
	Year Total:			10,630.32		
Total Charged Lines:	306	Total List Amount:	1,152,441.40	Total Void Amount:	0.00	

Attachment: Bill List 4-28-21 (2021-205 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	33,851.09	0.00	0.00	33,851.09
TRANSPORTATION UTILITY: BUDGET:	0-06	<u>5,914.83</u>	<u>0.00</u>	<u>0.00</u>	<u>5,914.83</u>
Year Total:		39,765.92	0.00	0.00	39,765.92
CURRENT	1-01	883,545.51	0.00	0.00	883,545.51
BEACH	1-05	2,461.44	0.00	0.00	2,461.44
TRANSPORTATION UTILITY: BUDGET:	1-06	43,252.53	0.00	0.00	43,252.53
SEWER UTILITY: BUDGET:	1-07	<u>88,466.12</u>	<u>0.00</u>	<u>0.00</u>	<u>88,466.12</u>
Year Total:		1,017,725.60	0.00	0.00	1,017,725.60
GENERAL CAPITAL FUND BUDGET:	C-04	7,364.36	0.00	0.00	7,364.36
SEWER CAPITAL FUND BUDGET:	C-08	1,314.25	0.00	0.00	1,314.25
PARKING CAPITAL	C-09	72,565.75	0.00	0.00	72,565.75
BEACH CAPITAL FUND BUDGET:	C-10	<u>2,329.90</u>	<u>0.00</u>	<u>0.00</u>	<u>2,329.90</u>
Year Total:		83,574.26	0.00	0.00	83,574.26
GRANT FUND BUDGET:	G-02	745.30	0.00	0.00	745.30
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	24.32	0.00	0.00	24.32
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	616.00	0.00	0.00	616.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	<u>9,990.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,990.00</u>
Year Total:		10,630.32	0.00	0.00	10,630.32
Total Of All Funds:		<u>1,152,441.40</u>	<u>0.00</u>	<u>0.00</u>	<u>1,152,441.40</u>

April 28, 2021 Council Meeting

Balance Brought Forward from Total List Amount	\$ 1,152,441.40
Richelieu America LTD(PO 21-00726)	\$ 0.03
NJ Motor Vehicle Commission	<u>\$ 60.00</u>
	<u><u>\$ 1,152,501.43</u></u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-206

Resolution awarding a contract to Allied Signage Corp for the Citywide Wayfinding Project in the amount of \$270,000.00 utilizing the NJDOT Transit Village Program Grant Fund.



RESOLUTION NO. 2021-206

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AWARDING A CONTRACT TO ALLIED SIGNAGE CORPORATION FOR THE CITYWIDE WAYFINDING PROJECT

WHEREAS, the City of Asbury Park received and opened sealed bids on April 20, 2021 for Citywide Wayfinding Project; and

WHEREAS, the lowest responsible and responsive bidder of the two (2) bids received is Allied Signage Corporation in the amount of \$270,600.00; and

WHEREAS, the Engineer firm of ENGenuity Infrastructure, City Attorney and Purchasing Agent all recommend awarding the project to Allied Signage Corporation; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Grant Account G-02-43-902-018-200 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Allied Signage Corporation in the amount of \$270,600.00.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-206 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

BID SUBMISSION CHECKLIST
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST (this document)	KW
2. BID PROPOSAL	KW
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA	KW
4. BUSINESS REGISTRATION CERTIFICATE	KW
5. PUBLIC WORKS CONTRACTOR CERTIFICATE	KW
6. OWNERSHIP DISCLOSURE	KW
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	KW
8. DISCLOSURE OF ELECTION CONTRIBUTIONS	KW
9. BID BOND AND SECURITY	KW
10. CONSENT OF SURETY	KW
11. NON-COLLUSION AFFIDAVIT	KW
12. EQUIPMENT CERTIFICATION	KW
13. SUBCONTRACTOR IDENTIFICATION	KW
14. PREVAILING WAGE COMPLIANCE DECLARATION	KW
15. BIDDER'S ACKNOWLEDGMENT	KW
16. AMERICAN PRODUCTS CERTIFICATION	KW
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS	KW
18. BID PACKET CERTIFICATION	KW

BID PACKET**FOR:****ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK****BY**Allied Signage Corporation
(Bidder Name)69 McGill Road
Farmingdale, NJ 07727
(Bidder Address)(732) 751-1818

(Bidder Phone Number)

(Bidder Alternative Phone Number)

(732) 751-0398

(Bidder Fax)

82-3331674

(Bidder EIN or SSN)

myoung@allied-signs.com
(Bidder Email Address)Kevin White

(Name of Bidder's Authorized Representative)

TO:**CITY OF ASBURY PARK**

BASE BID - PROPOSAL A
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

ITEM	DESCRIPTION	BID QUANT.	UNIT	UNIT PRICE BID	BID AMOUNT
1.	CLEARING SITE	1	LS	\$ 1,000	\$ 1,000
2.	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 5,000	\$ 5,000
3.	SIGNAGE TYPE A, DIRECTIONAL	54	UNIT	\$ 2,400	\$ 129,600
4.	SIGNAGE TYPE B, GATEWAY	11	UNIT	\$ 4,500	\$ 49,500
5.	SIGNAGE TYPE C, PEDESTRIAN KIOSK	7	UNIT	\$ 5,000	\$ 35,000
6.	SIGNAGE TYPE D, PARKING SIGN	10	UNIT	\$ 1,200	\$ 12,000
7.	CONCRETE SIDEWALK, 4" THICK (IF & WHERE DIRECTED)	50	SY	\$ 200	\$ 10,000
8.	9"x18" CONCRETE VERTICAL CURB (IF & WHERE DIRECTED)	100	LF	\$ 210	\$ 21,000
9.	BORROW TOPSOIL, 4" THICK	250	SY	\$ 10	\$ 2,500
10.	FERTILIZING AND SEEDING, TYPE 'G'	250	SY	\$ 10	\$ 2,500
11.	STRAW MULCHING	250	SY	\$ 10	\$ 2,500
TOTAL BID AMOUNT – BASE BID – PROPOSAL A					\$ 270,600

TOTAL BID AMOUNT BASE BID PROPOSAL A IN NUMBERS:

\$ 270,600.00

TOTAL BID AMOUNT BASE BID PROPOSAL A IN WORDS:

Two Hundred Seventy Thousand, Six Hundred Dollars.

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate: KW

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

This form must be completed and submitted together with Bid Packets whether or not addenda were issued. If no addenda were issued, check the "no addenda were received box" and complete the signature section.

ADDENDUM NUMBER/DESCRIPTION	DATED	BIDDER'S INITIALS

☒ Check if no addenda were received.

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate:

KW

BUSINESS REGISTRATION CERTIFICATE
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

Pursuant to N.J.S.A. 52:32-44, the Owner is prohibited from entering into a contract with an entity unless the Bidder/Contractor, and each Subcontractor that is required by law to be named in the Bid Packet/Contract, has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the Contractor shall provide the Owner with its proof of business registration and that of any named Subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the Bidder, who in turn, shall provide it to the Owner prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the Contractor shall not enter into a contract with a Subcontractor unless the Subcontractor first provides the contractor with a valid proof of business registration.
- (2) the Contractor shall maintain and submit to the Owner a list of Subcontractors and their addresses that may be updated from time to time.
- (3) the Contractor and any Subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at the address below:

www.state.nj.us/treasury/revenue/busregcert.shtml

Before final payment is made under the Contract, the Contractor shall submit to the Owner a complete and accurate list of all Subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

By initialing here, the Bidder hereby acknowledges and accepts all the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE**:

KW

PUBLIC WORKS CONTRACTOR CERTIFICATE
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation
(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet non-responsive.

By initialing here, the Bidder hereby acknowledges and accepts all the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:

KW

OWNERSHIP DISCLOSURE
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

PART I – Check the box that represents the type of business organization:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
☐ Limited Partnership
 ☐ Limited Liability Company
 ☐ Limited Liability Partnership
☐ Subchapter S Corporation
 ☐ Other: _____

PART II – Check the appropriate box below:

- ☒ The Bidder certifies that no one stockholder owns 10 percent or more of the usual and outstanding stock or partnership interest of the Bidder.

OR

- ☐ The Bidder certifies that the list below contains the names and addresses of all stockholders holding 10 percent or more of the issued and outstanding stock or partnership interest of the Bidder.

Name of Individual or Business Entity	Address of Individual or Business Entity	Percentage Share Owned
Susan Moynihan-White	37 Northvale Ave. Little Silver, NJ	51%
Kevin White	37 Northvale Ave. Little Silver, NJ	49%

NOTES:

1. Attach additional sheets in this format, as necessary.

2. If a corporation or a partnership is shown as a greater than 10 percent owner, attach a similar breakdown of its individual owners.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **OWNERSHIP DISCLOSURE** is complete and accurate:

KW

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation

(Bidder Name)

Part 1: CERTIFICATION

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

- ☒ I certify, pursuant to Public Law 2012, c. 25, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

- ☐ I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: ADDITIONAL INFORMATION

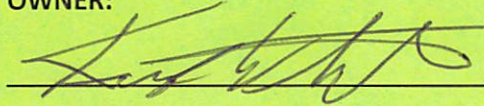
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one

of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Owner is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Owner and that the Owner, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

OWNER:



CORPORATE SEAL:

By: Kevin White,

Name:

Title:

Vice President

DISCLOSURE OF ELECTION CONTRIBUTIONS
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

☐ Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

OR

☒ Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

KW

BID BOND

Bidders are required to submit a Bid Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

Allied Signage Corporation

(Name of Contractor)

69 Megill Road

Farmingdale, NJ 07724

(Address of Contractor)

(the "Principal")

AND

Travelers Casualty and Surety

(Name of Surety)

Company of America

Hartford, CT 06183

(Address of Surety)

(the "Surety")

are hereby and firmly bound onto **CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY** (the "Owner"), in the penal sum of:

twenty thousand NO/100

(10 percent of Bid Amount or \$20,000 in Words)

(\$ 20,000.00

(10 percent of Bid Amount or \$20,000 in Numbers)

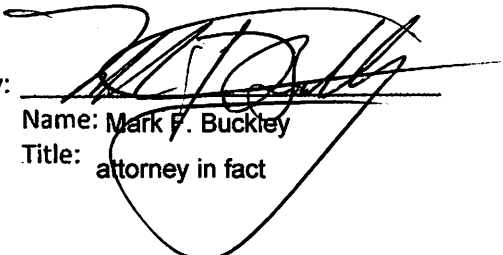
for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such whereas the Principal has submitted to the Owner a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

ASBURY PARK CITYWIDE WAYFINDING PROJECT

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver Contract in the form of Contract provided, properly completed in accordance with said Bid Packet, and shall furnish performance and payment bonds for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid Packet; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 15th of the month of April in the year of 20 21.

SURETY:Travelers Casualty and Surety Company of America**CORPORATE SEAL:**By: 

Name: Mark F. Buckley

Title: attorney in fact

CONSENT OF SURETY

Bidders are required to submit a Consent of Surety in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned:

Travelers Casualty and Surety Company of America

(Name of Surety)

Hartford, CT 06183

(Address of Surety)

(the "Surety"),

a corporation organized under the laws of the State of CT and authorized to do business in the State of New Jersey, consents and agrees that if the Contract for the **ASBURY PARK CITYWIDE WAYFINDING PROJECT**, located in the **CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**, is awarded to

Allied Signage Corporation

(Name of Bidder)

the undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$200,000.00

(Total Bid Amount)

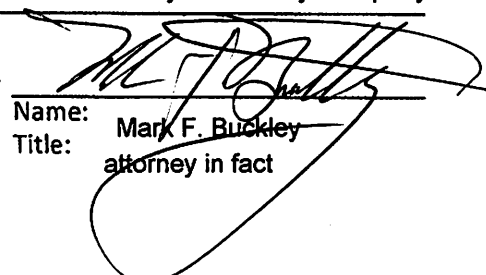
The said Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefor shall in any way affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 15th of the month of April in the year of 20 21.

SURETY:

Travelers Casualty and Surety Company of America

CORPORATE SEAL:

By: 

Name: Mark F. Buckley
Title: attorney in fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Mark F Buckley** of **LITTLE SILVER**

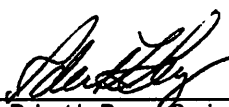
New Jersey, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizance, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

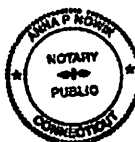
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact as Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

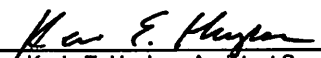
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or condition undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of April, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



**SURETY BOND SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16th day of March, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,158,881	LOSSES	1,009,200,688
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,348,678
INVESTMENT INCOME DUE AND ACCRUED	38,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,508,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,784	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,688
		TOTAL LIABILITIES	<u>\$2,534,855,020</u>
		CAPITAL STOCK	\$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	<u>\$2,691,034,607</u>
TOTAL ASSETS	<u>\$ 4,625,889,827</u>	TOTAL LIABILITIES & SURPLUS	<u>\$4,625,889,627</u>

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

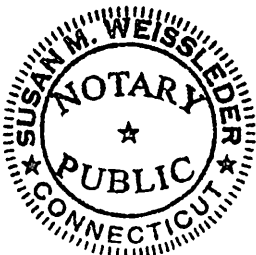
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody
VICE PRESIDENT - FINANCE

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021



CONSENT OF SURETY

Bidders are required to submit a Consent of Surety in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned:

(Name of Surety)

(Address of Surety)

(the "Surety"),

a corporation organized under the laws of the State of _____ and authorized to do business in the State of New Jersey, consents and agrees that if the Contract for the **ASBURY PARK CITYWIDE WAYFINDING PROJECT**, located in the **CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**, is awarded to

(Name of Bidder)

the undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

(Total Bid Amount)

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefor shall in any way affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of _____ in the year of 20_____.

SURETY:

CORPORATE SEAL:

By: _____
Name: _____
Title: _____

NON-COLLUSION AFFIDAVIT

Bidders are required to submit a Non-Collusion Affidavit in substantially the following form.

State of New Jersey

County of Monmouth

I, Kevin White, residing in Little Silver, in the County of
(name of affiant) (name of municipality)
Monmouth and State of New Jersey, of full age, being duly sworn

according to law on my oath depose and say that:

I am Vice President of the firm of Allied Signage Corporation
(title or position) (name of firm)

the Bidder making this Bid Proposal for the Bid Packet entitled:

ASBURY PARK CITYWIDE WAYFINDING PROJECT,

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the **CITY OF ASBURY PARK** relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Allied Signage Corporation
(name of firm)

Subscribed and sworn to before me this day, 19th Apr., 2021:

Signature of affiant

Type or print name of affiant

Notary public of
 My Commission expires
 (Seal)



EQUIPMENT CERTIFICATION
ASBURY PARK CITYWIDE WAYFINDING PROJECT

CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

The Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

☒ Check here if documentation is attached.

BIDDER:

Allied Signage Corporation

CORPORATE SEAL:

By: [Signature]
 Name: Kevin White
 Title: Vice-President

SUBCONTRACTOR IDENTIFICATION
ASBURY PARK CITYWIDE WAYFINDING PROJECT
CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below:

WORK	SUBCONTRACTOR
1. Plumbing and gas fitting and all kindred work.	Name: <i>not needed</i> Address: License No: Expiration:
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work.	Name: <i>not needed</i> Address: License No: Expiration:
3. Electrical work.	Name: <i>not needed</i> Address: License No: Expiration:
4. Structural steel and ornamental iron work.	Name: <i>not needed</i> Address: License No: Expiration:
5. Other.	Name: <i>not needed</i> Address: License No: Expiration:

NOTE: Attach additional sheets in this format, as necessary.

PART II – In addition to this **SUBCONTRACTOR IDENTIFICATION**, each Bidder is required to submit, along with its Bid Packet, the following:

- (a) Evidence of Business Registration Certificate for all Subcontractors listed;

AND

- (b) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **SUBCONTRACTOR IDENTIFICATION** is complete and accurate, and the Bidder accepts and agrees to the terms and conditions of this **SUBCONTRACTOR IDENTIFICATION**:

KW

PREVAILING WAGE COMPLIANCE DECLARATION
ASBURY PARK CITYWIDE WAYFINDING PROJECT

CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

Bidders must submit, along with their Bid Packets, this PREVAILING WAGE COMPLIANCE DECLARATION.

The above-named Bidder, located at

69 Megill Road, Farmingdale, NJ
 (Bidder Address) 07727

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION:

KW

BIDDER'S ACKNOWLEDGMENT
ASBURY PARK CITYWIDE WAYFINDING PROJECT

CITY OF ASBURY PARK

Allied Signage Corporation
 (Bidder Name)

This BIDDER'S ACKNOWLEDGMENT shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following Items:

I. SITE VISITATION

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY

All Bidders must become familiar with all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of federal, state, and local laws governing the employment of labor, including, but not limited to those listed in this Bid Packet, laws pertaining to work hours and minimum wages, and laws regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA)

and the requirements of the State of New Jersey Department of Labor and Workforce Development shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons, and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

IV. PROJECT RESPONSIBILITIES.

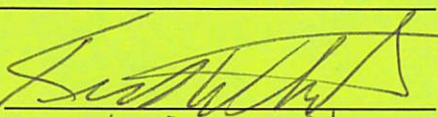
All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (hereinafter referred to as "Contractor") of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence techniques, or procedures necessary for performing, superintending, and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check, or Bid Bond for a minimum of 10 percent of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:

BIDDER:

By: 
 Name: Kevin White
 Title: Vice-President

CORPORATE SEAL:



AMERICAN PRODUCTS CERTIFICATION

ASBURY PARK CITYWIDE WAYFINDING PROJECT

CITY OF ASBURY PARK

Allied Signage Corporation
(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified. The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

OR

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:

 KW

STATEMENT OF EXPERIENCE AND QUALIFICATIONS**ASBURY PARK CITYWIDE WAYFINDING PROJECT****CITY OF ASBURY PARK**Allied Signage Corporation

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1. Date of Incorporation or Formation of bidding entity: 11/09/2017
2. State of Incorporation or Formation of bidding entity: New Jersey
3. Number of years engaged in the contracting business under your present firm or trading name: 40+
4. General character of work performed by company: Custom Sign fabrication
Installation
5. Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances. No.
6. Have you ever defaulted on a contract? If so, please explain the circumstances. No.
7. In the past three years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of 10 percent for retainage? If so, how much and why? No.
8. In the past three years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your

contract? If so, please explain the circumstances. No.

9. Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances. yes.

10. Upon request, will you provide a detailed financial statement and furnish any other financial information that may be required by the proper agency? yes, if awarded.

11. Please provide a minimum of five references and the following information for projects currently in progress or completed within the last three years:

PROJECT NAME AND ADDRESS	PROJECT OWNER	PROJECT ENGINEER	TELEPHONE NUMBERS AND EMAIL ADDRESSES
Passaic County Passaic, NJ Wayfinding multiple Parks	County of Passaic	Norclau Murphy	973-225- 5398 norclau@ passaiccountynj.org
City of Hartford, CT Wayfinding multiple Parks	City of Hartford, CT	Alan Strong	860-757- 9963 alan_strong@ hartford.gov
State College of Florida Bradenton, Fla. Wayfinding on 3 campuses	State College of Florida	Chris Leppers	941-752-5246 leppers@ scf.edu

PROJECT NAME AND ADDRESS	PROJECT OWNER	PROJECT ENGINEER	TELEPHONE NUMBERS AND EMAIL ADDRESSES
Town of Bloomfield, CT Citywide Way finding	City of Bloomfield, CT	Dave Melesko	dmelesko@bloomfieldct.org 860-243-2973
Resortsworld Catskills, Monticello, NY Interior Wayfinding Exterior Signage	Resorts World	Jack McNamara	267-238-4915 jackmac@Kmgaming.com

12. Please provide the following information about all of your projects which are currently under construction:

PROJECT NAME AND ADDRESS	CONTACT PERSON AND TELEPHONE NUMBER	GROSS CONTRACT	ANTICIPATED COMPLETION DATE
Wayfinding Signs, Phase 3, Portsmouth, NH	Juliet Walker 603-431-2000	\$ 187,840.00	May, 2021
Construction of Digital Signs City of East Orange	Vidal Guzman 973-266-5330	\$ 129,100.00	May, 2021

PROJECT NAME AND ADDRESS	CONTACT PERSON AND TELEPHONE NUMBER	GROSS CONTRACT	ANTICIPATED COMPLETION DATE
Digital Sign Borough of Oakland, NJ	Richard Kunze 201-337-8111	59,500.00	June, 2021

13. Please provide the following information regarding major contracts completed by your firm within the last three years:

PROJECT NAME AND ADDRESS	CONTACT PERSON AND TELEPHONE NUMBER	CONSTRUCTION COSTS			COMPLETION DATE
		ORIGINAL COST	CHANGE ORDERS	FINAL COST	
Wayfinding Signage Bradenton, Florida	Christopher Lepper 941-752- 5246	675,433.00			Oct. 2018

PROJECT NAME AND ADDRESS	CONTACT PERSON AND TELEPHONE NUMBER	CONSTRUCTION COSTS			COMPLETION DATE
		ORIGINAL COST	CHANGE ORDERS	FINAL COST	
Parks Signage Phase 2 & 3, Hartford, CT	Alan Strong 860-757-9963	\$ 760,000.00			August 2020
Interior Way finding & exterior Casino Signage	Jack McNamara 267-238-4915	\$ 1,400,000.00			Dec. 2018
Rebranding Signage for Motor Vehicle Facilities	Ali M. Mahmood 609-984-9888	\$ 803,829.00			Jan. 2020
Install Store Signage various locations Quick Chek NJ, NY	Audrea Schmidt 908-534-2200	\$ 1,010,000.00			2019 to present

By initialing here, the Bidder hereby represents and warrants that the information provided in this STATEMENT OF EXPERIENCE AND QUALIFICATIONS is complete and accurate:

KW

BID PACKET CERTIFICATION

State of New Jersey

County of Monmouth

I, Kevin White, residing in Little Silver, in the County of
(name of affiant) (name of municipality)
Monmouth and State of New Jersey, of full age, being duly sworn

according to law on my oath depose and say that:

I am Vice-President of the firm of Allied Signage Corp.
(title or position) (name of firm)

the Bidder making this Bid Proposal for the Bid Packet entitled:

ASBURY PARK CITYWIDE WAYFINDING PROJECT,

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BIDDER:**CORPORATE SEAL:**By: [Signature]Name: Kevin WhiteTitle: Vice-President

This Bid Packet has been Sworn and Subscribed before me this 19th day of
(day)

April, 2021.
(month) (year)

Notary public of New Jersey Ocean CountyMy Commission expires [Signature]

(Seal)

KIM M. RASMUSSEN
 My Comm. Exp. 04-16-2023
 NOTARY
 PUBLIC
 No. 2372514
 NEW JERSEY

11/09/17

Taxpayer Identification# 823-331-674/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

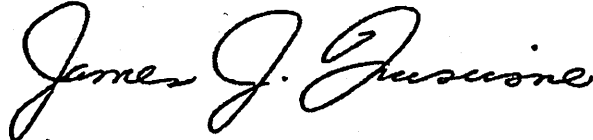
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: ALLIED SIGNAGE CORPORATION	TRADE NAME:	
ADDRESS: 69 MEGILL ROAD FARMINGDALE NJ 07727	SEQUENCE NUMBER: 2183148	
EFFECTIVE DATE: 11/09/17	ISSUANCE DATE: 11/09/17	
FORM-BRC (04-08)-B205846V	 Director New Jersey Division of Revenue	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

Attachment: ALLIED SIGNAGE CORP PROPOSAL (2021-206 : Awarding of a contract to Allied Signage Corp for the Citywide Wayfinding

Certificate Number
723641

Registration Date: 05/12/2021
Expiration Date: 05/11/2022



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Allied Signage Corporation
2021

Responsible Representative(s):
Susan White, President

Responsible Representative(s):
Kevin White, Vice-President

A handwritten signature in black ink, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.



69 Megill Road, Farmingdale, NJ 07727 • 732 751 1818 • Fax 732 751 0398
www.allied-signs.com

EQUIPMENT LIST

Truck Mounted:

85' 2007 ECL385 Elliott Boom Truck (2)
60' 2017 Elliott Hi-Reach
40' 2005 Versa-Lift Bucket
52' 2015 Bucket
24' Scissor Lift
(4) 200 Amp Lincoln Welder Generators
Cummings Cement Mixer
(2) Acetylene Torches
18"-36" Hydraulic Auger
(2) 20' 4 Ton Lowboy Trailers
(2) F350 Utility Trucks
(2) F150 Trucks
Bobcat – A12 Backhoe

Shop Equipment:

Paint-Grip 24' Paint Booth
Matthews Paint Mixing Station
AR600 High speed Computerized Cutter
CAM Aluminum Bending Machine
(3) 10' 16 Gauge Brakes
10' Hydraulic Shear
(3) 4' Finger Brake
(2) Aluminum Staple Machines
(8) Miller Aluminum MIG Welders
(2) Lincoln Stick Welders
EGL Neon Plant
18" Aluminum Cutting Radial Arm Saw
Band Saws, Drill Press, table and Chop Saws
All Fabricating Hand Tools
64" Mutoh Digital DCI UV Ink Printer
60" Mimaki Plotter
10' Auto Brake (12 gauge)
Multi-cam CNC Machine APEX 3R
Letter Fab-Auto. Channel Letter Bender
Lincoln Spot Welder
64" Mimaki Digital Printer
4" Hydraulic Tube Bender

CITY OF ASBURY PARK ASBURY PARK CITYWIDE WAYFINDING PROJECT BID SUMMARY April 20, 2021				Allied Singage, Corp. 69 Megill Road Farmingdale, NJ 07727		MS Signs, Inc. 280 N. Midland Ave. Saddle Brook, 07763	
NO.	ITEM DESCRIPTION - BASE BID - PROPOSAL A	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	CLEARING SITE	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 8,400.00	\$ 8,400.00
2	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00
3	SIGNAGE TYPE A, DIRECTIONAL	UNIT	54	\$ 2,400.00	\$ 129,600.00	\$ 1,950.00	\$ 105,300.00
4	SIGNAGE TYPE B, GATEWAY	UNIT	11	\$ 4,500.00	\$ 49,500.00	\$ 4,595.00	\$ 50,545.00
5	SIGNAGE TYPE C, PEDESTRIAN KIOSK	UNIT	7	\$ 5,000.00	\$ 35,000.00	\$ 5,390.00	\$ 37,730.00
6	SIGNAGE TYPE D, PARKING	UNIT	10	\$ 1,200.00	\$ 12,000.00	\$ 980.00	\$ 9,800.00
7	CONCRETE SIDEWALK, 4" THICK (IF & WHERE DIRECTED)	SY	50	\$ 200.00	\$ 10,000.00	\$ 325.00	\$ 16,250.00
8	9"x18" CONCRETE VERTICAL CURB (IF & WHERE DIRECTED)	LF	100	\$ 210.00	\$ 21,000.00	\$ 350.00	\$ 35,000.00
9	BORROW TOPSOIL, 4" THICK	SY	250	\$ 10.00	\$ 2,500.00	\$ 65.00	\$ 16,250.00
10	FERTILIZING & SEEDING, TYPE 'G'	SY	250	\$ 10.00	\$ 2,500.00	\$ 12.00	\$ 3,000.00
11	STRAW MULCHING	SY	250	\$ 10.00	\$ 2,500.00	\$ 8.00	\$ 2,000.00
TOTAL - BASE BID - PROPOSAL A					\$270,600.00		\$298,275.00



ENGenuity Infrastructure™
12 Broad Street, Suite 203, Red Bank, NJ 07701
732.741.3176 | engenuitynj.com

ASPK-00010
April 20, 2021

Tracy Lizardi
Director of Purchasing
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**Re: Asbury Park Citywide Wayfinding Project
Recommendation of Award**

Dear Ms. Lizardi:

Enclosed herewith please find a summary of the bids received on Tuesday, April 20, 2021, for the above referenced project. A total of two (2) bids were received. The low bid from Allied Signage Corp. of Farmingdale, NJ was recorded. Please see results of bids below:

Name	Location	Base Bid Proposal A
Allied Signage Corp.	Farmingdale, NJ	\$270,600.00
MS Signs, Inc.	Saddle Brook, NJ	\$298,275.00

Based upon on this information, we recommend the following actions:

1. Award of the contract to the lowest responsible bidder, Allied Signage Corporation of Farmingdale, NJ in the amount of **\$270,600.00** for Base Bid Proposal A, all inclusive, as available funding permits. The award should be subject to review and approval by the City Attorney of Asbury Park, including a review of the bid bond and surety provided by the low bidder.

Should you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,

Jaclyn J. Flor, PE, PP, CME
President & CEO
ENGenuity Infrastructure



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-207

Resolution awarding a contract to Millennium Communications Group for Cameras and Electronics at Library Square Park utilizing Capital Funds.



RESOLUTION NO. 2021-207

**City of Asbury Park
County of Monmouth
State of New Jersey**

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR CAMERAS AND ELECTRONICS AT LIBRARY SQUARE PARK

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for cameras and equipment located at Library Square Park; and

WHEREAS, price of the project is \$30,448.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account #C-04-55-998-169-006 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$30,448.00 for cameras and equipment located at Library Square Park.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Manager, Director of Information Technology and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-207 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK



*One Point of Contact
Endless Possibilities.*

*Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #75580
NJ State Contract/#T2989/#88740
Communications Wiring Services
Hunterdon County HCESC TEC #06
Passaic County Co-Op #38PCCP
SPIN#143007785*

April 16, 2021

Joe Dellaragione
Network Administrator
One Municipal Plaza
City of Asbury Park, NJ 07712

RE: Asbury Park – Liberty Park

Dear Joe,

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal for Asbury Park – Liberty Park fiber link unto the AP PFN.

Millennium Communications Group will furnish and Install the following:

CAMERA ENCLOSURE, CAMERAS & ELECTRONICS

- Furnish and Install Smart City Enclosure
- Furnish and Install Harden Outdoor Switch
- Furnish and Install Surge Protection
- Furnish and Install Web Browser
- Furnish and Install all Cat 6 cabling
- Furnish and Install all necessary Hardware
- Furnish and Install 2 – Axis 5MP Fixed dome cameras
- Configure switch and cameras
- Integrate into AP CCTV Genetec system @ APPD MDF
- Test & Document



*One Point of Contact.
Endless Possibilities.*

Network Construction, Splicing & Security:

Owner to supply ¾" conduit from riser pole to camera pole base (125' in Park)

MCG to supply following:

Engineering & PM

F&I 400' of Strand from Asbury to 1st on Heck

F&I 500' of FOC 6 CT. from Splice Point on Asbury to Camera pole in Park

F&I U-Guard on riser pole

Fusion Splice at existing splices point

Test back to APPD MDF

Splice additional fibers in backbone

Feed FOC up existing Camera Pole

Terminate 2 fibers in existing camera box enclosure

Remove TX/RX gear

F&I new hardened switch

Program devices

Integrate into Genetec System

Project Total: \$ 30,448.00

Exclusions:

¾" conduit by owner

No permit fees

Does not include fiber switch at APPD MDF if required

Traffic Control

Thank you for the opportunity to provide pricing for this work. Please review the above and call or email with any questions or concerns you may have. If you would like to proceed with this work, please provide the appropriate purchase order, contract or notice to proceed.

Sincerely

Bob Ritchie

President



*One Point of Contact.
Endless Possibilities.*

Standard Terms & Conditions

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All conduits, ducts, ceiling space, and pathways to be free and clear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 90 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorney's fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature	Print Name	Title	Date
Please fax to (973) 503- 0111.			



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-208

Resolution awarding a contract to Millennium Communications Group for South Boardwalk security upgrades utilizing Capital Funds.



RESOLUTION NO. 2021-208

**City of Asbury Park
County of Monmouth
State of New Jersey**

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR SOUTH BOARDWALK SECURITY UPGRADES

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for security upgrades at the south boardwalk within the City of Asbury Park; and

WHEREAS, price of the project is \$92,208.75 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account #C-04-55-998-169-006 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$92,208.75 for security upgrades cameras at the south boardwalk within the City of Asbury Park.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Manager, Director of Information Technology and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-208 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK



*One Point of Contact
Endless Possibilities.*

*Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #75580
NJ State Contract/#T2989/#88740
Communications Wiring Services
Hunterdon County HCESC TEC #06
Passaic County Co-Op #38PCCP
SPIN#143007785*

April 16, 2021

Joe Dellaragione
Network Administrator
One Municipal Plaza
City of Asbury Park, NJ 07712

RE: Asbury Park – Boardwalk South Phase II Revised

Dear Joe,

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal for the Asbury Park Boardwalk Security Upgrade (South).

These 6 camera locations will be integrated into the APPD Surveillance system at Town Hall.

Millennium Communications Group will furnish and Install the following:

ENGINEERING & PM: **\$ 4,500.00**

Design & Engineering (CADD Drawings & Splice Detail)

PM

Add design to existing AP Network Drawings

NETWORK CONSTRUCTION: **\$ 39,303.75**

F&I 2 - 6 count F.O.C. 2,650' from Convention Center to 2 Main Camera Locations on South

F&I 2' conduit along backside of Convention Center

F&I pass thru in Bulkhead

F&I 8 Cat 6 cable from main surveillance units to adjacent camera locations



*One Point of Contact.
Endless Possibilities.*

SURVEILLANCE SYSTEM & INTEGRATION: \$ 42,750.00

F&I Genetec - Archiver and storage for 30 days at the APPD for the 6 cameras
 F&I All SM UP Fiber Optic connectors
 F&I 6 PTZ Axis HD 1080p cameras at Light poles & mounting units as discussed (6)
 F&I all fiber optic lasers for cameras (2)
 F&I camera weatherproof back box (2)
 F&I all camera licenses onto APPD system (6)
 F&I 10/100/1000 hardened switches (2)
 F&I Genetec SMA Omnicast 1 yr. (4)
 Integrate these cameras into AP surveillance system

SPLICING: \$ 5,655.00

Fusion Splice F.O.C. at Splice Point in Convention Center
 Fusion Splice new active fibers back to PD at 3 Splice Enclosures
 Test & Document

Total Project Lump Sum (Labor & Material) \$ 92,208.75

Exclusions:

Electric @ Light Poles supplied by owner
 Electric connection to be done by owner 2 locations
 (Software & Licensing Only)
 No Permit Fees

City General Contractor to F&I the following:

1. Supply and Install 2" conduit down Boardwalk from Convention Center to approx.. 2nd Ave.
2. Supply and Install 2 junction Boxes in 2" conduit
3. Supply and Install 6 - 1" conduit from the 2 junction to adjacent camera poles (TBD)
approx.. 170' from junction box, plus camera poles at the junction box
4. Supply and install 2 pull strings from Convention Center to terminate in each junction box
5. Supply and Install pull strings (6) from junction boxes to base of camera poles (6 locations)
6. Contractor to penetrate boardwalk at base of 6 poles and secure 1" conduit in base next to electrical conduits.
7. City/City Electrician and GC to provide 120 VAC at 2 camera pole locations (TBD)
8. Matrix Design Group to furnish design drawing of Conduit System for GC

Thank you for the opportunity to provide pricing for this work. Please review the above and call or email with any questions or concerns you may have. If you would like to proceed with this work, please provide the appropriate purchase order, contract or notice to proceed.

Sincerely

Bob Ritchie

President



*One Point of Contact.
Endless Possibilities.*

Standard Terms & Conditions

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All conduits, ducts, ceiling space, and pathways to be free and clear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 90 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorney's fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature

Print Name

Title

Date

Please fax to (973) 503- 0111.

CC: Kirby Vargas
Asbury Park PD



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-209

Resolution awarding a contract to Millennium Communications Group for Camera and Wireless Equipment at Cookman & Mattison Avenues utilizing Capital Funds.



RESOLUTION NO. 2021-209

**City of Asbury Park
County of Monmouth
State of New Jersey**

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR CAMERAS AND WIRELESS EQUIPMENT AT COOKMAN AND MADISON AVENUE

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for cameras and wireless equipment located at Cookman and Mattison Avenues; and

WHEREAS, price of the project is \$20,608.74 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account #C-04-55-998-169-006 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$20,608.74 for cameras and wireless equipment located at Cookman & Mattison Avenues, Asbury Park.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Manager, Director of Information Technology and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-209 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK



*One Point of Contact
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

April 16, 2021

Asbury Park Police Department
One Municipal Plaza
Asbury Park, NJ 07712
Attn: Joe Dellaragione

Re: Asbury Park Cookman Ave & Mattison Ave Camera & Wireless Equipment

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide Engineering & Design Services as well as all labor and materials required to complete the following. All work will be performed under the NJ Prevailing Wage Act and NJ State Contracts #T2989 & #88740

- Furnish & Install (1) Genetec Camera Connection & Genetec Advantage
- Furnish & Install (1) Axis P3719-PLE Network Camera is a compact 15-megapixel camera with four varifocal lenses enabling overview and detailed surveillance. With one IP address and one network cable, the four-camera-in-one unit provides a flexible, cost-effective solution for multidirectional surveillance. 360° IR illumination, Forensic WDR and Lightfinder technology provides excellent video quality in any light conditions. Each camera head can be individually positioned (pan, tilt, roll and twist) along a circular track. Remote zoom and focus makes it easy to install and the clear cover, with no sharp edges, ensures undistorted views in all directions. The camera comes with an integrated weathershield.
- Furnish & Install (1) camera mount & extension arm
- Furnish & Install (2) Siklu EtherHaul-600TX PoE ODU with Integrated antenna- with 500Mbps rate upgradeable to 1G
- Furnish & Install (2) EtherHaul Mounting Kit for all small ODUs & 16cm antenna, for elevation up to +60/-45°
- Furnish & Install (2) Upgrade from 500 to 1000 Mbps (EH-600TX)
- (2) Standard warranty services - 3-year extension
- (2) SikluCare "Pro" support plan - 3-year plan
- Set up and Configure (1) new camera on the existing Genetec system
- Set Up and Configure (2) Siklu Radios

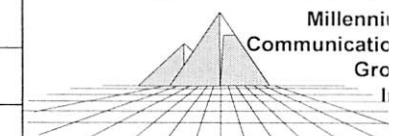
Project Total: \$20,608.74

Sincerely,
Keith P. Burkhard
Manager, Security & Surveillance



NOT TO SCALE FOR REFERENCE ONLY
NOT FOR CONSTRUCTION

Customer ASBURY PARK PD				
Address COOKMAN & MATTISON				
Engineer KB	Floor	Drafted By KB	Date	



Attachment: MILLENNIUM - COOKMAN & MADISON AVE (2021-209 : Awarding of a contract to Millennium



*One Point of Contact.
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)

Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.

All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.

Permits, fees, Environmental evaluation and inspections are the responsibility of others.

Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.

Cancelled orders will incur a 30% restocking charge.

Equipment identified as custom order is not returnable and must be paid for in full

Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.

Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.

Changes to this contract shall not affect above payment schedule.

All work will be performed by IBEW Teledata technicians during normal business hours. No allowance has been made for restricted work hours.

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work. ANY additional work will be done by executing a CHANGE ORDER.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.



*One Point of Contact.
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Please include a copy of you ST-4 Tax Form

Signature	Print Name	Title	Date
-----------	------------	-------	------

Please fax to (973) 503- 0111.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-210

Resolution Appointing PKF O'Connor Davies to Conduct a Sewer Rate Study in an amount not-to-exceed \$10,000.00, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith



RESOLUTION NO. 2021-210

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING PKF O'CONNOR DAVIES TO CONDUCT A SEWER RATE STUDY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) has the need to conduct a Sewer Rate Study; and

WHEREAS, the Local Public Contract Law, N.J.S.A. 40:11-5(1)(a) exempts Professional Services from public advertising for bids when awarded as a non-fair and open contract by resolution of the Governing Body; and

WHEREAS, PKF O'Connor Davies has completed and submitted a Stockholder Disclosure Certification and a Political Contribution Disclosure Form which certifies there were no reportable contributions to a political or candidate committee in the City of Asbury Park and that this contract will prohibit future reportable contributions through the term of this contract; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm PKF O'Connor Davies is hereby appointed to provide and conduct a sewer rate study in an amount not-to-exceed \$10,000.00.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and PKF O'Connor Davies for the aforementioned services which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Notice of the adoption of this Resolution shall be published in a newspaper of general

circulation within the City.

5. That a certified copy of this Resolution shall be provided to each of the following:

- a. PKF O'Connor Davies
- b. Donna Viero, City Manager
- c. JoAnn Boos, CMFO, Chief Financial Officer
- d. Director of the N.J. Division of Local Government Services
- e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-210 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK



March 31, 2021

Ms. Donna Vieiro, City Manager
City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Vieiro:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Asbury Park, in the County of Monmouth (the "City").

Engagement Objectives and Limitations

The objective of our engagement is to assist you with reviewing the City's sewer rates related to its Sewer Utility. The procedures we will perform in connection with our assistance include the following:

- Review historical budget data;
- Discuss future capital needs;
- Assist with debt projections;
- Assist with budget projections;
- Assist with rate assumptions, methodology, and calculations;
- Report completion;
- Meetings & discussions with management and the governing body

Our assistance will be directed to those specific tasks only. In performing our services, we will be relying on the sufficiency, accuracy, and reliability of information provided by the City. Also, our ability to complete our work will depend on the cooperation of the management of the City.

We will conduct our procedures in accordance with the Statements on Standards for Consulting Services issued by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely your responsibility. Our procedures are limited to those which you have determined will best meet your informational needs and may not necessarily disclose all significant errors, fraud, or illegal acts that may exist.

Our procedures will not constitute an audit, review, or compilation of the information provided and, accordingly, we will not express a conclusion or provide any other form of assurance on the completeness or accuracy of the information.

PKF O'CONNOR DAVIES, LLP
20 Commerce Drive, Suite 301, Cranford, NJ 07016 | Tel: 908.272.6200 | Fax: 908.272.2416 | www.pkfod.com

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the City or any director, officer or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

Fees and Billing

Our fees for these services will be based on the hours incurred for the engagement. The estimated fee for the services outlined above related to the sewer rate study will be \$8,000. Our hourly rates for this project are as follows:

Partner - \$225
Manager - \$160
Senior - \$120
Staff - \$100

We estimate this engagement will take 53 hours to complete (Partner – 8 hours; Manager – 25 hours; and Senior – 20 hours)

Liability

Any and all claims by the City arising under this engagement must be commenced by the City within one year following the date on which our firm delivered our report associated with this engagement, or the date the City is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the City for any reason relating to the services under this letter shall be limited to the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the City, whether a claim be in tort, contract or otherwise, for any consequential, indirect, lost profit or similar damages.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the City by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the City against the firm. This indemnification will survive termination of this engagement.

Dispute Resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the City or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New Jersey.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

This engagement will be governed by the laws of the State of New Jersey, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Confirmation

David Gannon is the Engagement Partner and will be responsible for supervising the engagement.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF ASBURY PARK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

* * *



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-211

Resolution authorizing an agreement for monthly toxicity testing at the sewer plant. DEP requires six consecutive months of satisfactory compliance monitoring. Currently, the sewer plant has two consecutive passing results.



RESOLUTION NO. 2021-211

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING AN AGREEMENT FOR MONTHLY TOXICITY TESTING AT THE SEWER PLANT

WHEREAS, the State of New Jersey, Department of Environmental Protection requires the City to begin monitoring and reporting for whole effluent toxicity on a monthly basis starting July 1, 2019 and end when six consecutive months of compliant monitoring has been satisfied; and

WHEREAS, the City has solicited and obtained three quotes from Environmental Resources Management (ERM), American Aquatic Testing, Inc. and New England Bioassay Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding ERM the service agreement to conduct the monthly toxicity testing at the Sewer Plant at a rate of \$1,150.00 per month until six consecutive months of compliance monitoring has been satisfied; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 1-07-55-502-000-231. The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the service agreement for monthly toxicity testing with ERM at a rate of \$1,150.00 per month until six consecutive months of compliance monitoring has been satisfied; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager, Superintendent of Public Works and the Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-211 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

NAME	MONTHLY CHARGE	NOTES
Environmental Resources Management	\$ 1,150.00	Preferred vendor to use
American Aquatic Testing	\$ 1,150.00	
New England Bioassay	\$ 575.00	Does not include sampling or return shipping to their lab which requires the purchase of ice, pay return shipping, transport of coolers to FED-EX as well as doing the samples ourselves.

Tracy Lizardi

From: Rudy Corona
Sent: Tuesday, March 16, 2021 12:08 PM
To: Tracy Lizardi; Robert Bianchini; JoAnn Boos
Subject: Sewer Plant Lab Quote
Attachments: City of Asbury Park WET Proposal_031621.pdf

Good Morning Tracy, attached is the revised quote for bioassay testing from ERM. They have matched American Aquatic's price. I would prefer using ERM as I believe we get more accurate results from them. American Aquatic's courier service is problematic because I do not believe the samples are chilled properly while in transit. With ERM I have direct control over the sampling and transport of the samples which I greatly prefer. Therefore I believe it is in the City's and my department's best interest to use ERM for this. Also---I am currently at two consecutive passing results, if I pass the next two months (April, May) then I will only have to run these tests twice per year.

Thanks!

Rudy

Rudolph J Corona Superintendent
City of Asbury Park Wastewater Treatment
1700 Kingsley Street Asbury Park NJ 07712
732-774-5131 Plant (leave message)
732-921-1074 Mobile
732-502-0961 Fax

Attachment: BIASSAY TESTING QUOTES (2021-211 : Authorizing an agreement for monthly toxicity testing at the sewer plant)

ERM3352 128th Avenue
Holland, MI
49424Telephone: +1 616 399 3500
Fax: +1 616 399 3777
www.erm.com**DATE:** 16 March 2021**CLIENT:** City of Asbury Park Wastewater Treatment
1700 Kingsley Street
Asbury Park, NJ 07712
Attn: Rudy Corona**PROJECT:** WET Testing Services**SCOPE:**

Conduct Whole Effluent Toxicity (WET) testing in accordance with the City of Asbury Park Wastewater Treatment Plant NJPDES Permit (NJ0025241) requirements. Testing includes the *Americamysis bahia* acute toxicity test performed with five test concentrations (6%, 13%, 25%, 50%, and 100%) and one concurrent control. Stated service includes supplying sample kits for the facility's sampling activities and costs for shipping samples via third party vendor to ERM's Aquatic Toxicology Laboratory.

SCHEDULE:

ERM is prepared to commence this scope of work in accordance with the facility's NJPDES Permit compliance schedule, subject to mutual agreement.

COST:

<i>Americamysis bahia</i> Acute Toxicity Test (Method 2007)	\$750.00/test
Shipping Using ERM's FedEx account (\$100/sample x 4 samples)	\$400.00/test
Total	\$1,150.00

TERMS AND CONDITIONS:

ERM proposes to perform this scope of work in accordance with the attached ERM's General Terms and Conditions dated November 2016.

AUTHORIZATION:

If this proposal is acceptable, please issue a purchase order or have an authorized representative sign in the space provided below and return a copy to ERM for our files. The above-referenced offer is valid for 60 days.

Environmental Resources Management,
Michigan, Inc.

Client Approval

Signature

Bruce Rabe

Printed Name

Aquatic Toxicology Lab Director

Title

03/16/2021

Date

Signature

Printed Name

Title

Date

Attachment: BIASSAY TESTING QUOTES (2021-211 : Authorizing an agreement for monthly toxicity testing at the sewer plant)

ERM

16 March 2021

Attachment

ERM's General Terms and Conditions

General Terms and Conditions – U.S. and Canada

Environmental Resources Management

1. **Definitions.** In these General Terms and Conditions (the "Terms"), the following definitions apply:
 - 1.1 "Claims" means any and all liabilities, claims, suits, losses, damages, fines, penalties and costs, including reasonable attorney's fees and other legal fees and disbursements;
 - 1.2 "Client" means the party entering into the Contract with ERM, directly or through a representative;
 - 1.3 "Contract" means the Proposal and the Terms, as either may be modified or supplemented in writing in accordance with Sections 18.4 and 19;
 - 1.4 "ERM" means the ERM company providing Services;
 - 1.5 "Party" means ERM or Client, as indicated by the context;
 - 1.6 "Proposal" means the document(s) issued by ERM, that reference or are accompanied by these Terms, in which ERM describes and offers to perform Services for Client;
 - 1.7 "Services" means the work performed or to be performed by ERM pursuant to the Proposal, and includes all ERM work product; and
 - 1.8 "Site" means any site upon which or in relation to which Services may be performed.
2. **Proposal.** The Proposal is firm for 30 days from its date. Unless expressly stated otherwise in the Proposal, the fees, costs and schedules in the Proposal constitute ERM's estimated probable cost and time for Services. The estimated probable cost is not a guaranteed maximum or not-to-exceed price. ERM shall inform Client if it determines at any time that a material change to the nature, time or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 3.
3. **Force Majeure; Emergencies.** ERM's price and schedule are subject to equitable adjustments for delays caused by Client's failure to provide any required approval or suitable Site access or by occurrences or circumstances beyond ERM's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measure or other circumstances, including, without limitation, unusual weather conditions ("Force Majeure"). If ERM determines in its sole discretion, based on circumstances surrounding the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk in performing Services, such circumstances will constitute a Force Majeure, and ERM will have the right to take any measure it deems necessary to protect personnel at Client's expense. If it is impracticable for ERM to obtain authorization from Client in an emergency affecting the health or safety of persons, the environment, or property, ERM may, at its discretion, act to prevent threatened damage, injury or loss at Client's expense.
4. **Labor Rates.**
 - 4.1 For Services charged on a time-and-material or cost-reimbursable basis, labor, costs and expenses will be billed to Client as indicated in the Proposal or in schedules attached to the Terms. ERM labor rates apply to (i) full-time, part-time, temporary and seconded employees of ERM and its affiliates, (ii) temporary employees whose direct compensation is paid by a temporary staffing agency and (iii) staff consultants.
 - 4.2 Labor rates stated in the Proposal or in attached schedules are subject to periodic adjustment by ERM. If labor rates are not stated in the Proposal, ERM's standard labor rates at the time of Services apply.
 - 4.3 If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge will be added to all third-party expenses.
5. **Invoices and Payment.** Within 5 business days of Client's delivery to ERM of a signed acceptance of the Proposal, Client will pay the amount stated in the Proposal as ERM's initial retainer for fees and expenses. Except as otherwise specified in the Proposal, Client will pay each invoice within 30 days of its date. All fees quoted are exclusive of goods and services, sales, value added or similar taxes and any other taxes that are specific to the transactions or payments arising from the Services, which will be charged separately. Vendor and subcontractor costs will be invoiced at those parties' standard or negotiated rates, plus mark-ups as provided in the Proposal. Client will reimburse reasonable, documented expenses incurred by ERM in performance of the Services. Certain vendors and subcontractors offer ERM trade or volume discounts, rebates or other special pricing arrangements that may not be passed through to Client or reflected in invoices. Client must make all payments in United States or Canadian currency, as invoiced, by direct transfer to the ERM bank account identified in the invoice. Client is not entitled for any reason to make any deduction or withhold any sum by way of set-off from the amounts payable to ERM. Interest will be charged on unpaid balances beginning 30 days from the invoice date at the lesser of 1.5% per month or the maximum rate permissible under law. ERM will apply payments first to any accrued interest, then to unpaid balances. Upon 2 business days' notice, ERM may suspend Services without liability until all past due amounts, including accrued interest, have been paid in full. If ERM takes legal action to enforce payment and prevails, Client shall reimburse ERM for all collection and legal costs. Client shall pay ERM for Services rendered regardless of whether Services are intended in whole or in part to benefit a third party.
6. **Termination.** The Contract may be terminated for cause and ERM's performance of the Services stopped by written notice from either Party (i) upon breach by the other Party of a material obligation under the Contract, (ii) if the other Party goes into bankruptcy, is

liquidated or is otherwise unable to pay its debts as they become due or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer for any part of the Party's business, property or assets. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity for consultation with the terminating Party before termination date if breach is claimed, and (c) reasonable opportunity to cure the breach to the extent it can be cured. The foregoing notwithstanding, if Client fails to pay any invoice within 2 business days of its due date, ERM may terminate the Contract and its performance of the Services immediately upon dispatch of notice to Client. Client may terminate the Contract for its convenience upon 2 business days' written notice to ERM, which event Client shall pay all fees and expenses for Services accrued to the termination date and ERM's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice. This section does not limit ERM's right to seek recovery for Claims resulting from a breach by Client.

7. Insurance.

7.1 ERM shall maintain policies of insurance for the following types of coverage, each with a limit of liability of US\$1,000,000 (except for Workers' Compensation or equivalent coverage): Workers' Compensation or equivalent coverage as required under applicable statute; Employer's Liability; Comprehensive General Liability; Comprehensive Automobile Liability; Professional Errors and Omissions; and Contractor's Pollution Liability. ERM shall include Client as additional insured under the Comprehensive General Liability, Comprehensive Automobile Liability and Contractor's Pollution Liability policies.

7.2 Upon written agreement of the Parties, ERM may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

8. Indemnification.

8.1 ERM shall indemnify Client, its affiliates and their respective directors, officers and employees (individually, a "Client Indemnitee" and collectively, "Client Indemnitees") from and against Claims arising out of the Contract, to the extent Claims are caused by the negligence or willful misconduct of ERM. The foregoing does not include Client's attorney's fees or other legal fees based on breach of Section 9.1.

8.2 Client shall indemnify ERM, its affiliates and their respective directors, officers and employees and contractors (individually, an "ERM Indemnitee" and collectively, "ERM Indemnitees") from and against Claims arising out of the Contract, to the extent Claims are caused by the negligence or willful misconduct of Client.

8.3 No ERM Indemnitee will be liable to a Client Indemnitee or any third party for creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("Pre-Existing Condition"), and Client shall indemnify and defend ERM Indemnitees from Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of an ERM Indemnitee.

9. Standard of Care; Limitation of Liability.

9.1 ERM shall exercise the degree of care and skill ordinarily exercised under similar circumstances at the same time by experienced professionals performing substantially similar services at the same or similar locality as the Site. ERM MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE DISCLAIMED.

9.2 If Services include (i) estimating the cost or potential cost of remediation, estimating the cost of compliance, or (ii) assessing the type, concentration, nature or quantity of any substance, waste or condition at, on or in a Site or structure, ERM will prepare such estimate or assessment based upon the information provided by Client or a third party, ERM's experience and, in some instances, the application of a method for estimating or assessing conditions based on representative or random sampling or inspection. Due to the nature of such Services, including, without limitation, the potential for the estimate or assessment to be based on incomplete or inaccurate information or anomalous samples, ERM does not represent, warrant or guarantee the accuracy of any such estimate or assessment.

9.3 IN NO EVENT WILL A CLIENT INDEMNITEE BE LIABLE TO AN ERM INDEMNITEE OR AN ERM INDEMNITEE BE LIABLE TO A CLIENT INDEMNITEE OR ANYONE CLAIMING BY, THROUGH OR UNDER A CLIENT INDEMNITEE OR ERM INDEMNITEE, INCLUDING, WITHOUT LIMITATION, INSURERS, FOR A LOSS, DELAYED OR DIMINISHED PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR PRODUCTION OR FOR ANY INCIDENTAL, COLLATERAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, FINANCIAL, CONSEQUENTIAL OR ECONOMIC LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED, REGARDLESS OF WHETHER THE CLIENT INDEMNITEE OR ERM INDEMNITEE, AS APPLICABLE, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

9.4 IN NO EVENT WILL AN ERM INDEMNITEE BE LIABLE TO A CLIENT INDEMNITEE OR ANYONE CLAIMING BY, THROUGH OR UNDER

General Terms and Conditions – U.S. and Canada

Environmental Resources Management

INCLUDING WITHOUT LIMITATION, INSURERS, FOR ANY AMOUNT IN EXCESS OF US\$250,000 IN THE AGGREGATE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ERM WILL HAVE NO LIABILITY IF CLIENT FAILS TO INITIATE LEGAL PROCEEDINGS WITHIN 12 MONTHS OF PERFORMANCE OF THE SERVICES. CLIENT RELEASES ERM INDEMNITEES FROM ANY DAMAGES SUSTAINED BY CLIENT IN EXCESS OF THE AMOUNT STATED IN THIS SECTION 9.4, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FROM ANY CLAIM THAT IS THE SUBJECT OF PROCEEDINGS NOT INITIATED WITHIN THE TIME FRAME STATED IN THIS SECTION 9.4.

- 9.5 The provisions of this Section 9 will (i) apply to the fullest extent allowed by law whether liability is claimed or found to be based in contract (including breach of warranty or contract), tort (including negligence or negligent misrepresentation), equity, strict liability or otherwise, and (ii) survive the completion of Services and the expiration, cancellation or termination of the Contract. The provisions of Sections 9.3 and 9.4 will be enforceable as a separate agreement if necessary.
- 9.6 Client acknowledges and agrees that the price for Services set forth in the Proposal, subject to adjustment pursuant to the Contract, has been negotiated in consideration of the Parties' agreement to limit certain of ERM's liabilities. Accordingly, Client acknowledges and agrees that the provisions of this Section 9 satisfy any requirement of reasonableness under any law applicable to the Contract and to any Claims relating to, or arising in connection with, the Contract.
10. Containment and Disposal. If any hazardous or toxic waste, material, chemical, compound or substance or any waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos (the "Waste") are encountered by ERM or result from ERM's performance, ERM will appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist with transportation of Waste to a location selected by Client for disposal. Client agrees to indemnify and defend ERM Indemnitees from any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal "Superfund" law) in any way related to ERM's assistance with the storage, transportation or disposal of the Waste, except to the extent such Claims result from ERM's gross negligence or willful misconduct.
11. Client Responsibilities.
- 11.1 Client must provide all reasonable assistance required by ERM in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide ERM with the following, as applicable:
- Reasonable ingress to and egress from the Site for ERM and its subcontractors and their respective personnel, equipment and vehicles, including but not limited to obtaining any consents or easements and complying with their terms.
- Clean, secure and unobstructed space at the Site for ERM's and its subcontractors' equipment and vehicles.
- Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to ERM's scope of work or are necessary to enable ERM to perform the Services.
- Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles or sensitive conditions before ERM commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client shall indemnify and defend ERM against any harm or injury arising out of or related to contact with such hazards.
- Client's selection of any hazardous waste transporter and disposal facility and Client's arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
- All information related to the Services or subject matter thereof in Client's possession, custody or control reasonably required by ERM.
- 11.2 ERM has the right to rely, without independent investigation or inquiry, on the accuracy and completeness of all information provided by, on behalf of, or at the request of Client or any governmental agency to ERM or any ERM subcontractor. Client agrees to review all Proposals, designs, schematics, drawings, specifications, reports and other deliverables prepared by ERM for the accuracy and completeness of factual information provided by or on behalf of Client for inclusion and to provide ERM with any further information within Client's possession that may affect the accuracy or completeness of Services.
- 11.3 Full payment for Services is a condition precedent to Client's rights in ERM work product. If Services involve electronic data files that are maintained by or for Client, Client is responsible for maintaining backup copies of such files.
- 11.4 Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

- 11.5 As to any dispute involving Client or the subject matter of the Services in which E is either not a named party or not at fault, Client shall pay ERM for any reasonable attorneys fees, other legal fees and expenses, and other costs incurred and the E of ERM's personnel spent in responding, defending or participating, including but limited to all such costs and time of ERM or its personnel when called or subpoena for depositions, examinations, appearances or document production.
- 11.6 During the period of performance and for one year thereafter, Client will not and then hire any ERM professional based on their performance of Services Client. Without limiting any damages or other remedies, immediately upon breach of the foregoing, Client will pay ERM an amount equal to 50% of the E professional's ending annual salary with ERM.
12. Use of Name. Client authorizes ERM to use Client's name and a general description of Services and subject matter thereof as a reference for prospective clients and projects.
13. No Third Party Reliance. Except as provided in Section 18.1, the Contract does not, and not intended to, grant to any person other than ERM and Client any benefit, right remedy hereunder. Unless otherwise expressly agreed by ERM in writing, Client will provide ERM's work product to any third party, and no third party will have the right to on the Services or ERM's work product. Services are performed solely for the purpose stated in the Proposal. Client's modification of Services, or use of Services for any purpose, is at Client's sole risk. If a court determines, notwithstanding this Section 13, a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Contract. Client agrees to indemnify, hold harmless and defend ERM Indemnitees against Claims result from a Client Indemnitee directly or indirectly providing ERM work product to a third party absent ERM's prior express written consent.
14. Intellectual Property. Client acknowledges and agrees that ERM shall retain owners rights in all work product conceived, developed or made by ERM and its Affiliates in performance of the Services. Upon payment in full for the Services, ERM agrees to grant Client a non-exclusive, royalty-free license to use such work product for the purpose specified in or implied by the Proposal. Client acknowledges and agrees that ERM shall maintain all ownership rights in technical information, inventions, discover improvements, and copyrightable material, made or conceived by ERM prior to commencing performance of the Services or developed by ERM outside the scope of Services.
15. Severability. Each provision of these Terms is distinct and severable from the others one or more provisions is or becomes invalid, unlawful or unenforceable in whole or in part the validity, lawfulness and enforceability of the remaining provisions (and of the service provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.
16. Governing Law; Forum. The Contract is governed by the substantive laws of jurisdiction in which ERM is formed (the "Jurisdiction"). The Jurisdiction's courts have exclusive jurisdiction and venue over all disputes arising out of the Contract, and Jurisdiction is deemed to be the place of performance for all obligations under Contract. The Parties waive any objection to the Jurisdiction's courts on grounds inconvenient forum or otherwise.
17. Interpretation. Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the Terms. Reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise. If any provision of the Terms is inconsistent with the Proposal, the Terms prevail.
18. Miscellaneous.
- 18.1 Other Parties. If Client engages ERM to provide Services on behalf of or for benefit of another party (a "Client Party"), Client represents and warrants to ERM, a material inducement to enter the Contract, that it has the authority to bind Client Party to the Contract and that Client's signature on, or acceptance of, Proposal does bind the Client Party. The limitation of liability in Section 9.4 applies jointly, not severally, to Client Indemnitees, any Client Party and any third party provided in Section 13. If ERM in its sole discretion agrees in writing to Client request that ERM seek payment from the Client Party, Client will nevertheless remain primary responsibility for payment for Services.
- 18.2 Law Firms. If Client engages a law firm, or if a law firm or other representative signs the Proposal or other documents or otherwise instructs ERM to take or refrain from taking any action, ERM is entitled to assume that the law firm or other representative has authority to so instruct ERM. If the law firm or other representative may or rely on Services, its rights will be limited to those granted to Client in the Contract.
- 18.3 Entire Agreement. Upon Client's acceptance of the Proposal, the Contract constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supercedes all prior and contemporaneous agreements, representations or conditions, express or implied, oral or written.
- 18.4 Waiver; Amendment. A provision of the Contract may be waived, deleted or modified only by a document signed by the Parties stating their intent to modify the Contract.

- 18.5 Survival. Sections 5, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18 and all provisions of the Contract that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Contract.
- 18.6 Printed Forms. Client may use its forms and agreements to administer any agreement between ERM and Client, but such use is for convenience only, and any provision therein that conflicts with the Contract is void.
- 18.7 Notices. Notices hereunder will be given to the persons identified in the Proposal by any of the following: personal delivery; registered or certified mail, return receipt requested and postage prepaid; internationally recognized overnight courier, all fees prepaid; facsimile; or email.
- 18.8 Relationship of Parties. The Contract does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in the Contract shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind.
19. Additional Terms. Additional provisions governing ERM's performance of Services, if attached to these Terms by ERM, are made part of the Contract.
20. Language. I hereby confirm and agree that this Contract and all documents relating hereto be drafted in English. *Je confirme avoir accepté que la présente entente de même que tous les documents s'y rattachant soient rédigés en anglais.*

Tracy Lizardi

From: Rudy Corona
Sent: Wednesday, February 24, 2021 11:06 AM
To: Tracy Lizardi
Subject: Fw: [EXTERNAL] 2021 cost proposal for toxicity testing

Bioassay quote

Rudolph J Corona Superintendent
 City of Asbury Park Wastewater Treatment
 1700 Kingsley Street Asbury Park NJ 07712
 732-774-5131 Plant (leave message)
 732-921-1074 Mobile
 732-502-0961 Fax

From: chrisnally@americanaquatic.net <chrisnally@americanaquatic.net>
Sent: Wednesday, February 24, 2021 11:03 AM
To: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Subject: [EXTERNAL] 2021 cost proposal for toxicity testing

Good morning, hope all are healthy there.

We will keep the current pricing at \$1,150.00 per round of acute toxicity testing with *M. bahia*. Please let me know if you require something more formal than this email.

Chris Nally

American Aquatic Testing, Inc.

610 434 9015 p 610 730 8759 c

www.AmericanAquatic.net

"... changes aren't permanent, but change is." Neil Peart

Attachment: BIASSAY TESTING QUOTES (2021-211 : Authorizing an agreement for monthly toxicity testing at the sewer plant)

Tracy Lizardi

From: Rudy Corona
Sent: Tuesday, March 2, 2021 1:04 PM
To: Tracy Lizardi
Subject: Fw: [EXTERNAL] RE: Asbury Park WWTP Bioassay Pricing
Attachments: Asbury Park Wastewater Treatment NJ Prop21.pdf

Quote #3 on bioassay. Note: Does NOT include shipping to lab.
 Thanks.

Rudolph J Corona Superintendent
 City of Asbury Park Wastewater Treatment
 1700 Kingsley Street Asbury Park NJ 07712
 732-774-5131 Plant (leave message)
 732-921-1074 Mobile
 732-502-0961 Fax

From: Kimberly Wills <kimberly.wills@nebio.com>
Sent: Tuesday, March 2, 2021 12:49 PM
To: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Cc: Melanie Cruff <melanie.cruff@nebio.com>
Subject: [EXTERNAL] RE: Asbury Park WWTP Bioassay Pricing

Good Afternoon Rudy,

Hope you are well!

Attached is our proposal for testing.

Please let me know if you have any questions and if you would like to go ahead and schedule testing.

Thank you!

Kim Wills

Laboratory Director/CEO – New England Bioassay Inc.



New England Bioassay

AQUATIC TOXICITY TESTING SERVICES

77 Batson Drive | Manchester, CT 06042

Office: 860-643-9560 X 3153

Cell Phone: 860-930-0924

Email: kimberly.wills@nebio.com

Web: www.nebio.com

Attachment: BIASSAY TESTING QUOTES (2021-211 : Authorizing an agreement for monthly toxicity testing at the sewer plant)

"A woman is like a tea bag - you can't tell how strong she is until you put her in hot water." - Eleanor Roosevelt

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Tuesday, February 23, 2021 1:46 PM
To: Kimberly Wills <kimberly.wills@nebio.com>
Subject: Asbury Park WWTP Bioassay Pricing

I hope this is what you need, please let me know if you need anything more from here.
Thanks!

Rudolph J Corona Superintendent
City of Asbury Park Wastewater Treatment
1700 Kingsley Street Asbury Park NJ 07712
732-774-5131 Plant (leave message)
732-921-1074 Mobile
732-502-0961 Fax

Attachment: BIASSAY TESTING QUOTES (2021-211 : Authorizing an agreement for monthly toxicity testing at the sewer plant)



New England Bioassay Inc.

Aquatic Toxicity Testing Services

77 Batson Drive
Manchester, CT 06042
860-643-9560
www.nebio.com

PROPOSAL FOR TOXICITY TESTING

CLIENT NAME Asbury Park Wastewater Treatment PROPOSAL DATE: 3/2/21

DESCRIPTION OF SERVICES:

New England Bioassay Inc. (NEB) will perform a 96hr acute toxicity tests on effluent samples from Asbury Park Wastewater Treatment. *Mysidopsis bahia* (1-5 days old) will be used as the test organisms. The tests will be conducted according to methodology described in EPA 821-R-02-012 "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" and NJDEP protocols.

COST: \$575.00 per test

NEB will provide sample containers and chain-of-custody documents. Sample collection, chemical analysis and shipment of the samples to the NEB laboratory is not included in this scope of work.

DELIVERY DATE: Report to follow approximately 15 business days following test completion.

CANCELLATION POLICY: In the event the client cancels/discontinues a test after the test has already been initiated, a cost of 25% of their standard test price will be charged to cover the time/materials used for the partially completed test. This does not include tests that must be cancelled due to errors caused by UPS or FedEx in sample shipment.

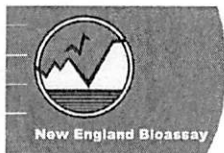
TERMS:

BY SIGNING BELOW I HEREBY STATE I HAVE SIGNATORY AUTHORITY TO ENGAGE NEW ENGLAND BIOASSAY INC., ON BEHALF OF THE CLIENT LISTED ABOVE, TO PERFORM THE SERVICES DESCRIBED IN THIS PURCHASE ORDER, SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. ISSUANCE OF A PURCHASE ORDER TO NEB, E-MAIL CONFIRMATION FOR THIS WORK OR DELIVERY OF SAMPLES TO OUR LAB SIGNIFIES YOUR AGREEMENT WITH THE ATTACHED TERMS AND CONDITIONS.

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

Attachment: BIASSAY TESTING QUOTES (2021-211 : Authorizing an agreement for monthly toxicity testing at the sewer plant)



TERMS AND CONDITIONS FOR LABORATORY TESTING SERVICES

CLIENT: Asbury Park Wastewater Treatment PROPOSAL DATE: 3/2/21

These Terms and Conditions, together with NEB's Proposal, make up the Agreement between NEB and you, Client, named above.

Standard of care: The standard of care applied to our services will be the degree of skill and diligence normally employed by laboratory industry personnel performing the same or similar service.

Warranty and Limitation of Liability: NEB's liability for all claims arising out of this agreement shall be limited to the amount of fees paid by client to NEB under the agreement. In no event shall NEB be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential or indirect damages arising from or in relation to this agreement or the use of the services, however caused and regardless of theory of liability. No warranty, express or implied, including warranty of marketability or fitness for a particular purpose, is made or intended by NEB's proposal or by any of NEB's oral or written reports.

Sample Submission: The receipt of a Chain of Custody (COC) document shall be considered the customer's formal notice to proceed with the stated transaction in accordance with NEB Terms and Conditions. In the absence of an additional contract or agreement with NEB, by submitting samples for analysis, the customer agrees to be bound by NEB's Terms and Conditions.

Sampling Responsibility: It is the customer's responsibility to ensure that samples are collected according to the appropriate regulations/method specification.

Sample Labeling & Packaging: You (the client) warrant that any sample that you deliver or arrange for the delivery of to NEB will be packaged, labeled, transported and delivered properly and in accordance with all applicable laws and regulations. NEB may at any time refuse to accept, or revoke acceptance of, any sample which in the judgement of NEB is i) of unsuitable volume; ii) may be or becomes unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, or iii) may pose a risk in handling, transportation or processing for any health, safety, environmental or other reason.

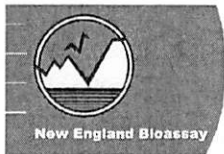
Turnaround Time: Turnaround time (TAT)/due dates are based upon individual projects and type of testing performed. Expedited TATs are subject to capacity restrictions and are not guaranteed to be available. Please call/pre-schedule with the laboratory to ensure capability and availability for expedited TATs.

Testing Policy: NEB represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, and/or client stipulated testing procedures. Samples may be subcontracted, with prior customer notification and approval, to a third party laboratory that meets customer and NEB qualification requirements. Specific test-level considerations may apply. See project quote.

Pricing: NEB pricing is periodically adjusted and NEB reserves the right to update prices at its sole discretion at any time with notification. Unless specified in writing, quoted prices are valid for the remainder of the calendar year, but pricing may be adjusted based on the customer's non-compliance with payment terms, change in scope of work including frequency, transport or volume, and/or non-compliance with the NEB Terms and Conditions.

Payment Terms: NEB will issue invoices as services are completed. Standard payment terms are 20 calendar days from date of laboratory invoice. Interest charges of 1.5% per month, or the maximum amount allowed by law, will apply to all past due balances. If customer balance remains outstanding after 90 calendar days, NEB reserves the right to refuse or suspend work, increase or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney's fees. Unless otherwise approved, TAT and work will not be initiated for COD samples / projects until payment is received in full.

Customer Changes: All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by NEB in writing; verbal change requests must be confirmed in writing. If requested change(s) results in a change in cost, the customer agrees to accept payment responsibility. In the event analysis is cancelled by the customer, NEB will invoice for work completed to the point of cancellation notice. Additional cancellation fees may apply. NEB is not responsible for TAT that is delayed due to customer changes. At its sole discretion, NEB reserves the right to charge additional fees, change pricing, and / or reject samples due to: changes in scope of work, changes in quantity of samples, and changes in quality control requirements; charges for in-bound shipping, courier services, sample transfer, and Hazardous or any other type of specialized sample as determine by the laboratory.



Sample & Record Retention: Electronic records are retained for a minimum of 5 years, unless otherwise requested or required. Customer must notify NEB, in writing, at time of sample submission that samples and / or records are subject to specific regulatory retention requirements. NEB must also be notified and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply. NEB may dispose of any samples used in testing or remaining after testing in accordance with applicable laws upon delivery of its laboratory report results to you.

Disclaimer: In no event shall NEB be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of NEB and whether NEB has been informed of the possibility of such damages, arising out of or in connection with NEB's services thereunder or the delivery, use, reliance upon or interpretation of test results by customer or any third party. NEB accepts no legal responsibility for the purposes for which the customer uses the test results. In no event shall NEB be liable to a customer or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to NEB by customer thereunder.

Severability: If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be interpreted in accordance with the laws of the State of Connecticut. Written, negotiated contracts or customer specific Terms and Conditions may supersede these Terms and Conditions.

Lab Reports, QC Data Packages & Report Limits: Reports will be emailed as a PDF. Clients that are not paperless (require mailed Reports, Invoices, and/or any combination of these documents) must notify NEB in advance and may be subject to fees. QC data packages for validation programs are available upon request. Customer shall provide specific reporting limit requirements, if required, prior to sample submission. All reports, laboratory test data and other documents or information prepared by NEB as instruments of service in the course of performing the services ordered by you shall remain the sole property of NEB. All results provided by NEB to you are solely for your use and benefit. NEB is not responsible for the misuse of these results or any portion thereof by you or by any third party.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-212

Resolution appointing Shore Point Architecture to provide Architectural and Engineering Services for the New Fire Station and authorizing the award of a non-fair and open professional service contract.



RESOLUTION NO. 2021-212

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING SHORE POINT ARCHITECTURE TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION AND AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT

WHEREAS, the City of Asbury Park (the “City”) has the need for a Fire Station Architect and Engineering Services; and

WHEREAS, the Local Public Contract Law, N.J.S.A. 40:11-5(1)(a) exempts Professional Services from public advertising for bids when awarded as a non-fair and open contract by resolution of the Governing Body; and

WHEREAS, Shore Point Architecture has completed and submitted a Stockholder Disclosure Certification and a Political Contribution Disclosure Form which certifies there were no reportable contributions to a political or candidate committee in the City of Asbury Park and that this contract will prohibit future reportable contributions through the term of this contract; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm Shore Point Architecture is hereby appointed to provide architectural and engineering services for the new Fire Station City in an amount not-to-exceed \$500,000.00.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Shore Point Architecture for the aforementioned services which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.

4. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Shore Point Architectural
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-212 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

SHORE POINT ARCHITECTURE, PA

March 30, 2021

Ms. Donna M. Vieiro
City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: PROPOSAL – Architecture & Engineering Services
Proposed New Fire Station
Asbury Park, New Jersey

Dear Ms. Vieiro:

Shore Point Architecture, P.A. (SPA) is pleased to provide you with this **PROPOSAL** for architectural and engineering services for the design of your proposed new Fire Station in Asbury Park, New Jersey.

UNDERSTANDING:

As you are aware, our office has been working with Chief Keddy for some time in an effort to identify and evaluate potential sites for the proposed new facility. We have also prepared and recently updated the attached Building Program which the Chief has indicated represents his building requirements. For the purposes of this Proposal, it is anticipated that the new building will total approximately 25,000 gross square feet. For preliminary budgeting purposes, we estimate (as outlined in the attached Program Document) that the construction cost of the building will be in the \$250 - \$270 range, thus resulting in a total building cost in the range of \$6,250,000 - \$6,750,000 and a total construction cost including sitework of between \$7,500,000 and \$8,250,000. More detailed cost estimates can be provided as more specific information becomes available.

We understand that the City is now planning to utilize the existing site immediately west of the Municipal Building and bounded by Memorial Drive and the North Jersey Coast Line tracks as the site for the new Fire Station. This site is identified as Block 608/Lot 1 and a survey entitled SUR-01, dated 2/19/2021, as prepared by T & M Associates provides boundary information for this site. In response to a request from Chief Keddy, our office provided a Conceptual Building Layout on this site to confirm that the Program could be accommodated. This layout sketch is attached to this Proposal.

We note two items that may impact the use of this site. The first is General Note 7 on the aforementioned survey by T & M indicating the potential presence of an easement from Lot 2 across Lot 1 to provide access to Memorial Drive. We are not sure what limitations this potential easement may have on the layout of the site but would of course accommodate the easement in our site design. Second, we note that the site is in the Springwood Avenue Redevelopment Zone. We are not sure

108 South Main Street Ocean Grove, NJ 07756
P: 732.774.6900 F: 732.774.7250

whether the use is permitted in this zone but assume that the City would be willing to amend the Redevelopment Plan as required to facilitate the construction of the Fire Station on this parcel.

As you are aware, **Shore Point Architecture, P.A.** is a local firm with offices in neighboring Ocean Grove. As such, we are uniquely located to efficiently serve the needs of the city. You may know that we were the Architects for Springwood Center, which although designed for Interfaith Neighbors, houses the city's Senior Center.

To supplement our design capabilities for the Fire Station, we will engage Mr. Albert Comly, AIA, LEED AP to assist with the design. Mr. Comly, a former partner of Mr. Carlidge, is uniquely qualified in the field of fire house design as he is the Fire Marshall of Lower Gwynedd Township in Montgomery County, PA. Mr. Comly is also a member of the International Association of Fire Chiefs and former Chief of the fire department in Ambler, PA. He also is a Certified Fire-Protection Specialist and is responsible for the design of numerous fire-stations including but not limited to fire stations in Ambler, PA (Wissahickon Fire Company), Montgomery County Maryland, Lower Merion Township, PA and the Relief Fire Station in Burlington County, NJ. Mr. Comly also is an active firefighter today in Montgomery County, PA.

With Mr. Comly's assistance, our team will ensure that the new facility will be developed in compliance with the Fire Department Occupational Safety and Health Program (NFPA 1500) as instituted by the National Fire Protection Association. The design will comply with NFPA 1500 for vehicle exhaust mitigation, infectious control and personal safety. It will also comply with NFPA 1500 for the provision of facilities for the training and health of the firefighters. And of course, as a public facility, it will be compliant with the Americans with Disability Act (ADA) relative to accessibility.

Our team thoroughly understands the function of the fire station. We understand the tasks that are done within the station, how it must accommodate both vehicles and personnel efficiently and appropriately. We understand the flow of activity, the adjacencies and the separations that make the fire station work. We understand that the building must remain functional at a time when few other buildings might be useable (emergencies). And finally, we understand that the fire station must fulfill these goals while being a good neighbor in the community – complimenting the scale and character of the neighborhood.

PROJECT TEAM:

To undertake this project, **Shore Point Architecture, P.A. (SPA)** will provide comprehensive architectural services from design through the development of construction/permit documents, bidding and administration of the construction contract.

Our team will be supplemented with the following professionals:

Fire Station Design Consultant:

Mr. Al Comly, AIA, LEED AP

Structural Engineering Consultant:

Harrison-Hamnett, P.C. of Pennington, NJ

Mechanical/Electrical/Plumbing & Fire-Protection Consultant:

Johnson & Urban, LLC of Colts Neck, NJ

Shore Point Architecture, P.A.
108 South Main Street Ocean Grove, NJ 07756
P: 732.774.6900 F: 732.774.7250

Additionally, we can provide comprehensive IT network design inclusive of a building wide IT network, telephone, intercom, AV backbone, access control and security system design if these services are required by the city. These services are **optional** and if required, will also be provided by **Johnson & Urban, LLC**.

OWNER PROVIDED SERVICES:

The City will provide **Site/Civil Engineering Services** and a **Geotechnical (Soils) Evaluation and Report** upon which the foundation design will be based. **SPA** will coordinate our work with these Owner provided services and incorporate the site/civil design documents into our bid documents.

FEES FOR PROFESSIONAL SERVICES:

We propose to provide the above outlined professional services for fees, by phase, as follows:

Schematic Design Phase:	\$42,900.00
Site Plan Approval Phase: (Courtesy Presentation anticipated): **	Hourly
Design Development Phase:	\$39,400.00
Construction Document Phase:	\$238,000.00
Bid Phase:	\$7,500.00
Construction Administration Phase: ***	<u>\$156,000.00</u>

Total Architectural/Engineering Fee:(for services outlined above): **\$483,800.00**

** Time spent testify in public hearings will be invoiced on an Hourly Basis.

*** Construction Duration estimated to be 16 months. Time spent administering the construction in excess of 18 months will be an additional service. The Construction Administration Phase includes the review of shop drawings and submittals, a weekly (on average) site observation visit, response to contractor RFI's, attendance at project meetings and review of contractor's applications for payment (within the time frame allocated above).

Optional IT System design as outlined above: **Add \$21,000.00 in CD Phase**
Add \$4,000.00 in CA Phase

A 3-D (Digital) model of the project can be developed for \$9,500.00.

Renderings of the Building can be prepared for a lump-sum fee of \$4,000.00 for the initial view and \$3,500.00 for each additional view. Note: A 3D digital model must be developed in order to facilitate the preparation of renderings.

Additional Services can be provided for negotiated Lump-Sum fees or at Hourly Rates.

Shore Point Architecture, P.A.
108 South Main Street Ocean Grove, NJ 07756
P: 732. 774.6900 F: 732.774.7250

ADDITIONAL TERMS

1. **Standard of Care:** Nothing in this Proposal shall obligate **Shore Point Architecture, P.A.** and/or its consultants to provide a level of service and/or exercise professional skill or judgment in excess of what can reasonably be expected from other design professionals under like circumstances.
2. **Waiver of Subrogation:** To the extent damages experienced by the Owner or **Shore Point Architecture, P.A.** are covered by property or casualty insurance, the Owner and **Shore Point Architecture, P.A.** waive all rights against each other, their agents, consultants and employees for such covered losses and shall obtain waivers from their respective property and casualty insurance carriers against subrogation of such covered losses. The Owner shall require of the contractor similar waivers of the contractor and its sub-contractors and suppliers of any tier as to **Shore Point Architecture, P.A.** The Parties shall advise their property and casualty carriers in writing as to such waivers.
3. **Ownership of Documents:** The drawings, specifications and other documents prepared by **Shore Point Architecture, P.A.** and its consultants are instruments of service for the project. **Shore Point Architecture, P.A.** shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the drawings, specifications or other documents for use in connection with this specific project. Electronic media versions of the design documents shall not be released without execution of appropriate release(s) and possibly provision of negotiated compensation to the copyright holder.
4. **Termination:** This Proposal/Agreement can be terminated by the Owner at any time, however, should the Owner terminate this agreement, **Shore Point Architecture, P.A.** will be compensated for all work performed by it and/or its consultants up to the Notice of Termination.
5. **Reimbursable Expenses** are in addition to the above referenced fees and shall be limited to the cost of the reproduction of documents and overnight/express delivery service. Reimbursable Expenses are invoiced at 1.15 (115%) times the cost incurred by the Consultant.
6. **Invoices** are submitted monthly and are payable within 30 days of receipt of Invoice. In the event that Invoices are not paid within 60 days, **Shore Point Architecture, P.A.** retains the right to suspend work on the project until such time as compensation is provided. The Architect shall provide seven (7) days written notice to the Owner of his/her intention to terminate or suspend services for lack of payment and shall not thereafter be liable to the Owner for any delays or damages resulting from such termination and/or suspension. No deduction shall be made from the amount owed to **Shore Point Architecture, P.A.** on account of penalty, liquidated damages or other sums withheld from payments to Contractors or on account of the cost of changes in the work other than those for which **Shore Point Architecture, P.A.** has been specifically judged to be responsible in a court of competent jurisdiction.
7. Should **Shore Point Architecture, P.A.** and/or its consultants not be retained to provide **Construction Administration Phase** services, **Shore Point Architecture, P.A.** will not be held responsible to identify or notify the Owner of any deviation by the contractor from the contract documents. Should the Owner retain **Shore Point Architecture, P.A.** to provide Construction Administration Phase services after construction has commenced, **Shore Point Architecture, P.A.** will not be responsible for identifying non-conforming work performed by the Contractor prior to our being retained to provide services during this Phase.
8. **Indemnification:** Client shall Indemnify and hold harmless **Shore Point Architecture, P.A.** and its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except **Shore Point Architecture, P.A.** and/or its consultants). **Shore Point Architecture, P.A.** shall Indemnify and hold harmless the Client and its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or part by the negligent act or omission and/or strict liability of **Shore Point Architecture, P.A.**, anyone directly or indirectly employed by the **Shore Point Architecture, P.A.** (except the Client's employees and/or its consultants).

Shore Point Architecture, P.A.
108 South Main Street Ocean Grove, NJ 07756
P: 732. 774.6900 F: 732.774.7250

9. **Risk Allocation/Limitation of Liability:** In consideration of the risks inherent in any project of construction and as a result of the discussion among and between the parties, Owner agrees to limit **Shore Point Architecture, P.A.'s** liability to the Owner and to all construction contractors and sub-contractors on the project due to the Design Professional's professional negligent acts, errors or omissions, regardless of the form or type of loss or damages whether direct, indirect or consequential or the result of contract, tort, indemnification or contribution such that the total aggregate liability of **Shore Point Architecture, P.A.** to all those named shall not exceed the value of **Shore Point Architecture, P.A.'s** total fee for services rendered on this project. Should the Owner find the above terms unacceptable, an equitable surcharge to absorb the Architect's increase in insurance premiums shall be negotiated between the parties.
10. **Dispute Resolution:** The parties agree that all disputes shall be resolved first through a non-binding mediation process and in the event that such mediation is not successful, in a court of law in the State of New Jersey.
11. **No Consequential Damages or Damages for Delay:** The Owner and **Shore Point Architecture, P.A.** waive consequential damages for claims, disputes, delays or other matters in question, arising out of or relating to this Agreement including but not limited to any monetary damages that are alleged to be the result of any delay which is not the fault of the Owner. The Owner further agrees to obtain by contract, to the fullest extent permitted by law, similar waivers from any and all contractors and sub-contractors to the work.
12. **Limitation on Site Safety Responsibility:** The Owner and **Shore Point Architecture, P.A.** expressly agree that neither the Architect nor any of its consultants shall have any responsibility for job site safety before, during or after construction. The Contractor who is responsible for the means and methods of construction shall, to the fullest extent permitted by law, be assigned all contract responsibility for maintaining a safe and hazard free environment at the work site and conducting all construction activities in a safe manner.
13. **Use of Documents/Images:** The Architect shall be entitled to use photographic images and digital documents (drawings) of the project in his promotional materials including on his website. The Owner's name and the project cost shall not be used without his/her consent.
14. **Land Use Approval Disclaimer:** The Architect shall make every effort to provide professional advice and design solutions that will meet the project objectives and facilitate local land-use (Site Plan/variance) approval however, it is expressly acknowledged that no guarantee of success in securing variances and/or other approvals relative to the local land-use ordinance is provided and/or implied in this Proposal.
15. **Term of Agreement:** If the services of this Agreement have not been completed within 900 days of the date herein, through no fault of **Shore Point Architecture, P.A.**, any and all services rendered beyond such time shall be compensated either by a negotiated lump-sum or at Hourly Rates pursuant to the Standard Hourly Rates attached to this agreement.
16. **Submittal Review:** During the Construction Administration Phase, the Architect and Consultants will review submittals a total of two times (an initial review and one re-review). Should Contractor and/or Vendor submittals require reviews numbering in excess of the two initial reviews, the Architect and his Consultants will be entitled to additional compensation to cover the additional review time. These costs will be itemized on the Architect's Invoice to facilitate back-charging of the Contractor by the Owner for the extra review time.

If you have any questions or need any additional information, please feel free to call.

Shore Point Architecture, P.A.
 108 South Main Street Ocean Grove, NJ 07756
 P: 732. 774.6900 F: 732.774.7250

To indicate your acceptance of this Proposal and to authorize work, please sign and return a copy for our files. This document can become the agreement for services as outlined herein and/or an AIA Form of Agreement can be utilized.

Thank you.

Sincerely,
Shore Point Architecture, P.A.



Stephen J. Carlidge, AIA
President

(Accepted)

(Date)

(Printed Name)

Shore Point Architecture, P.A.
108 South Main Street Ocean Grove, NJ 07756
P: 732. 774.6900 F: 732.774.7250

Attachment: SHORE POINT ARCHITECTURE - FIRE STATION PROPOSAL (2021-212 : Appointment of Architect for the New Fire Station)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-213

Resolution authorizing the purchase of ammunition for re-qualification and training for 2021 and 2022 of the Police Department from Eagle Point Gun off of State Contract #17-FLEET-00721 totaling \$19,641.60.



RESOLUTION NO. 2021-213

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase ammunition for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$19,641.60:

- Eagle Point Gun Shop in the amount of \$19,641.60 on State Contract #17-FLEET-00721, T0106

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$19,641.60; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-25-240-000-221. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of ammunition for the Police Department in the amount of \$19,641.60 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-213 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

ASBURY PARK POLICE DEPARTMENT
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

Firearms Unit

TO: Chief David Kelso
FROM: Lieutenant Daniel Kowsaluk
SUBJECT: Ammunition
DATE: April 14, 2021

Chief,

This memo is a request for ammunition needed for the Firearms Unit for requalification and training for 2021 and 2022. The quote from Eagle Point Gun is attached. The total amount is nineteen thousand six hundred forty-one and sixty cents (\$19,641.60). Thank you.

Dan

2021 APR 14 AM 10:15
ASBURY PARK POLICE

S-001263

Attachment: AMMUNITION QUOTE (2021-213 : Purchase of Ammunition for the Police Department)

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Son
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net

14APR21

Good morning Dan,

Pursuant to your below Request, the following official written letterhead quotation is provided. The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. There is no Federal Excise Tax on paper and cardboard targets. The ammunition items quoted on are factory new by Federal Cartridge, PMC, and CCI/Speer. The targets are factory new by Speedwell Target. There is no minimum or maximum order BUT ammunition and targets must be ordered in full case/bundle lots and I have quoted by the case/bundle. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals. The prices quoted include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New Jersey. Delivery times for factory drop ships of ammunition are now running 240-330 days ARO for most items and vary per item. Delivery times for factory drop ships of paper and cardboard targets have been running 3-21 days ARO and also vary per item. In stock items may also be picked up here at the same prices and I will indicate what is in stock and/or in transit as of this morning BUT my inventory changes on a daily basis. These Federal Cartridge, PMC, and Speedwell Target prices are pursuant to New Jersey State Contract #17-FLEET-00721, T # T1016, Line #s 3 (Federal Cartridge), 7 (PMC), and 36 (Speedwell Target). I have attached a copy of the New Jersey State Contract award and Federal Cartridge and PMC ammunition price lists for your file. I have also attached a copy of our 01OCT19 New Jersey State Wide Flier for your file. We have the current New Jersey State Contract for Federal Cartridge ammunition, Remington Arms ammunition and firearms (currently on hold due to the bankruptcy), PMC ammunition, PolyFrang ammunition, EOTech sights, MACE, Speedwell Target paper and cardboard targets, Benelli firearms, Heckler & Koch firearms, Walther firearms, and other items. I do not have the current New Jersey State Contract for CCI/Speer so that price is just a quote BUT should be below the current New Jersey State Contract price. I gave you an additional option for the .223 as it will be in stock later today.

Attachment: AMMUNITION QUOTE (2021-213 : Purchase of Ammunition for the Police Department)

.40 cal. 165gr. TMJ Reduced Lead CCI/Speer Lawman Clean Fire #53954 @ \$239.00 per case of 1,000 rds. X 40,000 rds. (40 cases) = \$9,560.00. O/S.

12ga. 9 Pellet Reduced Recoil Tactical 00 Buck Federal #LE-132-00 @ \$109.95 per case of 250 rds. X 2,500 rds. (10 cases) = \$1,099.50. O/S.

.223 cal. 55gr. FMJ BT Federal American Eagle #AE223 @ \$150.92 per case of 500 rds. X 20,000 rds. (40 cases) = \$6,036.80. O/S.

9mm 124gr. FMJ PMC #9G @ \$198.85 per case of 1,000 rds. X 10,000 rds. (10 cases) = \$1,988.50. O/S BUT Due In Within 30 Days.

FBI-Q Paper Targets by Speedwell Target @ \$46.80 per case of 200 targets X 1,200 targets (6 cases) = \$280.80. In Stock.

FBI-Q CB Cardboard Targets by Speedwell Target @ \$67.60 per bundle of 100 targets X 1,000 targets (10 bundles) = \$676.00. O/S.

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your business!!

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, PolyFrang ammunition, Wolf ammunition (762X39 and 762X54R only), Dummy Training Rounds, Winchester and Federal Lake City and RWS/RUAG and Fiocchi blank ammunition, Remington ammunition and firearms and firearms accessories (currently on hold due to the bankruptcy), Benelli firearms, Walther firearms, Heckler & Koch firearms, Springfield Armory firearms, Bushmaster firearms (currently on hold due to the bankruptcy), DPMS firearms (currently on hold due to the bankruptcy), Stag Arms firearms, Rock River firearms, MACE, ALS/PACEM Less

Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free/CLP, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

As always,
Tom

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Son
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net

New! Join our email list to stay updated on the latest news: [Click Here](#)

On 4/14/2021 7:54 AM, Daniel Kowsaluk wrote:
Mr. Morris,

Can you please provide me with a quote for the following items:

1. 53954, .40, 40 cases (40000 rounds)
2. LE-132-00, 00, 10 cases (2500 rounds)
3. AE223, 223 55 grain, 40 cases (20000 rounds)
4. PMC 9mm, 124 grain, 10 cases (10000)
5. FBI paper Q targets, 6 boxes (1200)
6. FBI cardboard targets, 1000

Thank you very much.

Dan
(732) 496-1935

Lieutenant Daniel Kowsaluk
Asbury Park Police Department
One Municipal Plaza
Asbury Park, NJ 07712



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-214

Amendment to CBD Redevelopment Plan to permit a Microbrewery on Block 2404 on Cookman Avenue between Bond and Press Plaza.



RESOLUTION NO. 2021-214

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING PROPOSED AMENDMENT(S) TO THE SECTION ENTITLED “DISTRICT STANDARDS AND “DEFINITIONS” IN THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT PLAN TO THE CITY OF ASBURY PARK PLANNING BOARD, AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO N.J.S.A. 40A:12A-7(E)

WHEREAS, on June 26, 2003, the Mayor and City Council adopted Ordinance No. 2646, entitled "AN ORDINANCE ESTABLISHING A CENTRAL BUSINESS DISTRICT REDEVELOPMENT PLAN FOR THE CITY OF ASBURY PARK" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq., also referenced as the "Act"), the Ordinance adopted a plan (the "CBD Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Central Business District Redevelopment Area" or the "Area"); and

WHEREAS, the CBD Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption; however, the Plan may benefit from amendments to further effectuate redevelopment of the area; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be adopted; and

WHEREAS, the City wishes to revisit and amend the CBD Cookman Avenue Retail Core under district standards of the redevelopment plan and the Definitions section; and

WHEREAS, the Mayor and Council have determined that such change to the Plan would enhance the vision of the CBD Redevelopment Plan; and

WHEREAS, the Mayor and Council wish to entertain a request for a plan amendment to permit a Microbrewery on Block 2404; and

WHEREAS, the plan amendment shall include the following added language:

On Page 11 under Cookman Avenue Retail Core, Permitted Principal Use:

Block 2404 Ground Floor and Upper floors: Microbrewery

On page 13, under Definitions:

Microbrewery shall mean an establishment holding a limited brewery license issued in accordance with the State Division of Alcoholic Beverage Control (ABC), producing malt beverages, including the sale and distribution of the product to licensed wholesalers and retailers, including the retail sale of the product direct to consumers in limited quantities for consumption off the premises, or in connection with a tour of the brewery, the retail sale or offering of samples, for consumption on the premises

;and

WHEREAS, the Mayor and City Council have reviewed the Proposed Amendment and desire to forward the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7e.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park as follows:

1. That the Mayor and Council hereby refer the Proposed Amendment to the Planning Board for review and recommendation in accordance with the requirements of N.J.S.A. 40A:12A-7(e).
2. That the Mayor and Council desire that the Planning Board undertake a review of this matter and determine if the amendment conforms with the goals and objectives of the City's Master Plan.
3. That the Planning Board is authorized and directed to prepare a report of its recommendations (the "Planning Board Report") to the Proposed Amendment to the Plan no later than forty-five (45) days of the date hereof.
4. That the Planning Board Report shall identify any provisions within the Proposed Amendment to the Plan that are inconsistent with the City's Master Plan, the recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.
5. That if the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Amendment to the Plan in accordance with N.J.S.A. 40A:12A-7(e).
6. That the Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).
7. That this Resolution shall take effect immediately.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. Michele Alonso, Director of Planning and Redevelopment;
- b. Irina Gasparayn, Planning Board Secretary; and
- c. Frederick C. Raffetto, Esquire, City Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-214 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 29th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-215

Resolution authorizing Change Order No. 1 for 1117 Sunset Avenue demolition in the amount of \$4,500. This is for the alternate demo to leave the foundation and backfilling foundation flush with dirt which will require hand demolition to save the foundation and not compromise the foundation in anyway.



RESOLUTION NO. 2021-215

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER ONE FOR 1117 SUNSET AVENUE DEMOLITION

WHEREAS, the City Council of Asbury Park and Rosario are parties to a contract for the demolition of 1117 Sunset Avenue via Resolution 2021-187; and

WHEREAS, the original contract amount approved by the City Council was in the sum of Twenty Nine Thousand Five Hundred Dollars and 00/100 cents (\$29,500.00); and

WHEREAS, the project required Changer Order #1 in the amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00); and

WHEREAS, the Change Order #1 is for the alternate demolition to leave foundation and backfilling foundation flush with fill dirt which will require hand demolition to save the foundation and not compromise the foundation in any way; and

WHEREAS, the City Manager recommends that Change Order No. 1 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 1 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 1 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:30-11 that funds are available to pay for the subject matter of this Resolution; and funds are available in account 1-01-20-100-000-201 and the maximum dollar value of the pending change order is as set forth in the resolution.

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury

Park, County of Monmouth and State of New Jersey that Change Order #1 as referenced above is hereby approved and authorized, and shall represent an increase in the contract price by the amount of 4,500.00; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order No. 1 on behalf of the Governing Body.

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, and City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-215 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS 28th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

ROSARIO CONTRACTING CORP.

MBE-SBE CLASSIFIED

BONDED & INSURED

Proposal

March 1 2021

City of Asbury

Attn. George

RE: Demo @ 1117 sunset ave Asbury nj

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

- Demolition of house and all concrete structure
- Removal of all concrete slabs and footings
- All demo debris will be dumped at a state license facility.
- All scrap metals property of Rosario contracting
- Backfill hole with clean fill

'21 APR 26 AM 10:04
FINANCE DEPARTMENT

Exclusions

- Not responsible for any permits.
- Not responsible any cut and caps
- Not responsible for any hazardous material

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

Twenty nine thousand five hundred \$ 29,500.00

Alternate Demo structure leaving foundation and backfilling foundation flush with fill dirt
Will require hand demo to save foundation not compromise foundation in any way ADD \$ 4,500.00

PAYMENT TERMS: 10% upon mobilization
Balance due on completion

If breach of contract should occur under this agreement owner shall pay all costs, expenses & attorney fees in order to resolve such a dispute.

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

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

Regards,

Rosario Contracting Corp

Box 420
LONG BRANCH, NJ
07740
USA

Asbury park

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

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 28, 2021
RESOLUTION SUMMARY

2021-217

Resolution awarding the E-Scooter Share Program to Link.



RESOLUTION NO. 2021-217

**City of Asbury Park
County of Monmouth
State of New Jersey**

AWARD OF E-SCOOTER SHARE PROGRAM FOR THE CITY OF ASBURY PARK

WHEREAS, on February 24, 2021, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2021-126, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors to operate an E-Scooter Share Program within the Asbury Park city limits; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on March 19, 2021, which advertised that the City was seeking proposals from vendors who were interested in operating said concession during the time periods specified above, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available on the City of Asbury Park’s website; and

WHEREAS, in response to said advertisement, the City received four (4) proposals on or prior to the advertised due date; and

WHEREAS, the proposals received are as follows:

1. Bird;
2. Link;
3. Verve S;
4. Veo; and

WHEREAS, the Bird and Link e-scooter share program proposals meet the minimum requirements of the City’s RFP of:

1. Operating at no cost to the City of Asbury Park;
2. Providing the City of Asbury Park with Revenue Sharing;
3. Operating between the hours of 7:00 a.m. and 9:00 p.m.;
4. Providing reoccurring rider education and age verification;
5. Discounted fees and alternate sign up strategies for disadvantaged users; and

WHEREAS, the Director of Purchasing has confirmed that the proposal complies in all other respects with the requirements set forth in the RFP; and

WHEREAS, in accordance with the methodology specified in the RFP, the Transportation Manager and Director of Transportation reviewed and ranked the proposals received and held interviews with Bird and Link on April 21, 2021; and

WHEREAS, in a memorandum dated April 26, 2021, the Transportation Manager provided a report (per N.J.S.A. 40A:11-4.5(d)), in which he recommended that the contract for this concession be awarded to Link; and

WHEREAS, the report was posted on the City's website in accordance with the requirements of N.J.S.A. 40A:11-4.5(d), at least 48 hours prior to the possible awarding of a contract; and

WHEREAS, a copy of the report is attached hereto and made a part hereof; and

WHEREAS, in accordance with the Transportation Manager's recommendation, the Mayor and Council now wish to authorize the award of a contract to Link for the within concession for the initial contract term of three (3) years after the contract is signed by the City, from the date on which the service launches with the options to renew the contract for up to two (2) additional one (1) year terms, in accordance with Link's proposal and the E-Scooter Share RFP, and to authorize appropriate City officials and/or employees to take certain actions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, as follows:

1. The contract for the above-referenced concession for the time period specified above is hereby awarded to Link, in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with Link regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP, including that the City shall have final sign-off on operational locations, vehicle operating speeds, and program operating times, and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Ben LaRocco, Link
 - (b) Donna M. Vieiro, City Manager
 - (c) Robert Bianchini, Superintendent of Public Works
 - (d) Michael Manzella, Assistant City Manager
 - (e) JoAnn Boos, CFO
 - (f) Tracy Lizardi, Director of Purchasing
 - (f) Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-217 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

**LINK**

a shared scooter service by Superpedestrian Inc.

REQUEST FOR PROPOSALS E-SCOOTER CONCESSION WITHIN THE CITY OF ASBURY PARK, NEW JERSEY

08 April 2021

Primary Contact:
Ben LaRocco
84 Hamilton St
Cambridge, MA 02139
614-517-4543
proposals@link.city

LINK**TABLE OF CONTENTS.**

01 EXECUTIVE SUMMARY.	3
02 SCOPE.	4
5.1 SCOOTER REQUIREMENTS.	5
5.2 DESIGNATED PICKUP AND DROP-OFF ZONES MINIMUM REQUIREMENTS.	9
01 PRE-LAUNCH ENGAGEMENT AND INITIAL SERVICE AREA.	9
02 FLEET REDISTRIBUTION.	10
03 PARKING ZONE DEMARCATION STRATEGIES.	10
04 EXPANSION STRATEGY.	12
5.3. SYSTEM MINIMUM REQUIREMENTS.	13
01 OPERATING HOURS	13
02 PRICING	13
03 SYSTEM COMMUNICATION STRATEGIES.	14
04 DATA AND REPORTING.	15
5.4. BICYCLE SHARE.	15
5.5. EDUCATION.	15
5.6. AGE VERIFICATION.	16
5.7. ADVERTISING / SPONSORSHIPS / PARTNERSHIPS.	16
5.8. CONTRACT TERM.	16
03 OBJECTIVES.	17
04 PROJECT WORK PLAN.	19
06 STAFFING.	22
07 TIMING & FEES.	24
08 INNOVATION.	25
09 RIDER EDUCATION.	27
10 AGE VERIFICATION.	28
11 PUBLIC HEALTH.	29
APPENDICES/OTHER.	30

LINK

01 EXECUTIVE SUMMARY.

Summary of key points and highlights of the Respondent's response and should discuss pricing

Superpedestrian Inc. is excited to submit our application for Asbury Park's Request for Proposals E-Scooter Concession with our shared scooter service LINK. We believe that we will be a strong partner for the City of Asbury Park as it builds its approach to shared mobility-- we offer a safe and lasting vehicle, technology that protects riders and public spaces, and a 250-scooter fleet managed by our own well-trained and certified team, and an intentional, localized approach to our relationships with the City and stakeholders.

We are a team of safety-obsessed urban mobility specialists who understand that scooters have the potential to be a transformative force, strengthening last mile connections to existing transit, bolstering equitable access to jobs and resources, and becoming a dependable, reliable, and fun transportation option for residents and visitors alike. Superpedestrian is dedicated to intentionally improving access to alternative forms of transportation through our own operational excellence as well as investments in the communities we serve. We are thrilled to offer a tailored program for Asbury Park, which will include **an ongoing revenue share of \$0.25 per trip for the life of the contract with no minimum revenue threshold. We are also plan to offer an additional \$50,000 contract fee to help cover the cost of initial education and enforcement related to the launch of the program.** We expect to launch with a \$1 to unlock, \$0.35/minute standard pricing plan, and offer discounts for students enrolled in local colleges and universities, essential workers, and city employees as well as our LINK-Up program, which offers a 70% reduction in fare to economically disadvantaged riders. Scooters can be a year-round transportation solution in Asbury Park, and we plan to prioritize residents by offering annual memberships and discounts.

With over 8 years of experience, Superpedestrian is a mature company that has brought in over \$125 million in financing since our founding in 2013. We have profitable micromobility operations and have never pulled out of a city due to financial challenges. While our business model is not reliant on continuously raising venture capital dollars, we secured our most recent funding (series C) in December 2020 for \$60 million, co-led by Citibank.

PROVEN TRACK RECORD. In our first year of operation as LINK, we have already established a proven track record of responsibly managing fleets in cities of all sizes. Across all of our 17 deployments, including Columbus, Rome, and Seattle, we have never been censured nor fallen out of compliance with city regulations. We have never had a recall or a systemic vehicle safety issue. We also have a proven approach to equitable deployments and serve as a viable transportation option for disadvantaged communities-- in Seattle, 14.9% of our rides are in city-defined Equity Zones and we plan to ensure that Springwood Park, among other Asbury Park neighborhoods, has sufficient deployment hubs and access to scooters.

SAFETY. We have the industry's first and only scooter with on-board, instant geofencing and a comprehensive vehicle operating system that autonomously monitors the vehicle, ensuring it remains safe to operate and responsive to city rules and regulations. Each vehicle has patented technology that monitors every scooter component over 1,000 times per second, instantly self-protecting critical systems if an issue arises and communicating with our operations team.

OPERATIONAL EXCELLENCE. As important as our technology is our operations team. We have attracted the industry's most experienced operations professionals not because we are the most aggressive, or the most capitalized, but because we put people and cities first. LINK only hires W-2 employees (never "gig labor") to manage our fleets, guaranteeing a fair and predictable income as well as professional training and certification to employees, high employee retention for our teams, and tailored operations for our city partners.

INTELLIGENT INFRASTRUCTURE. We offer a virtual station-based system and our technology is robust enough to restrict riders' parking and is updated within moments of a new or adapted geofence being uploaded to our systems. Depending on neighborhood needs and the surrounding streetscape, we can combine our geofence technology with modular and moveable infrastructure such as signage or 3M parking pads to visually communicate designated parking areas so that riders know where to reliably pick up and drop off scooters. We present in this application our capabilities, and we would look forward to tailoring our

LINK

combined physical and virtual strategies to the specific needs of Asbury Park in conversation with stakeholders.

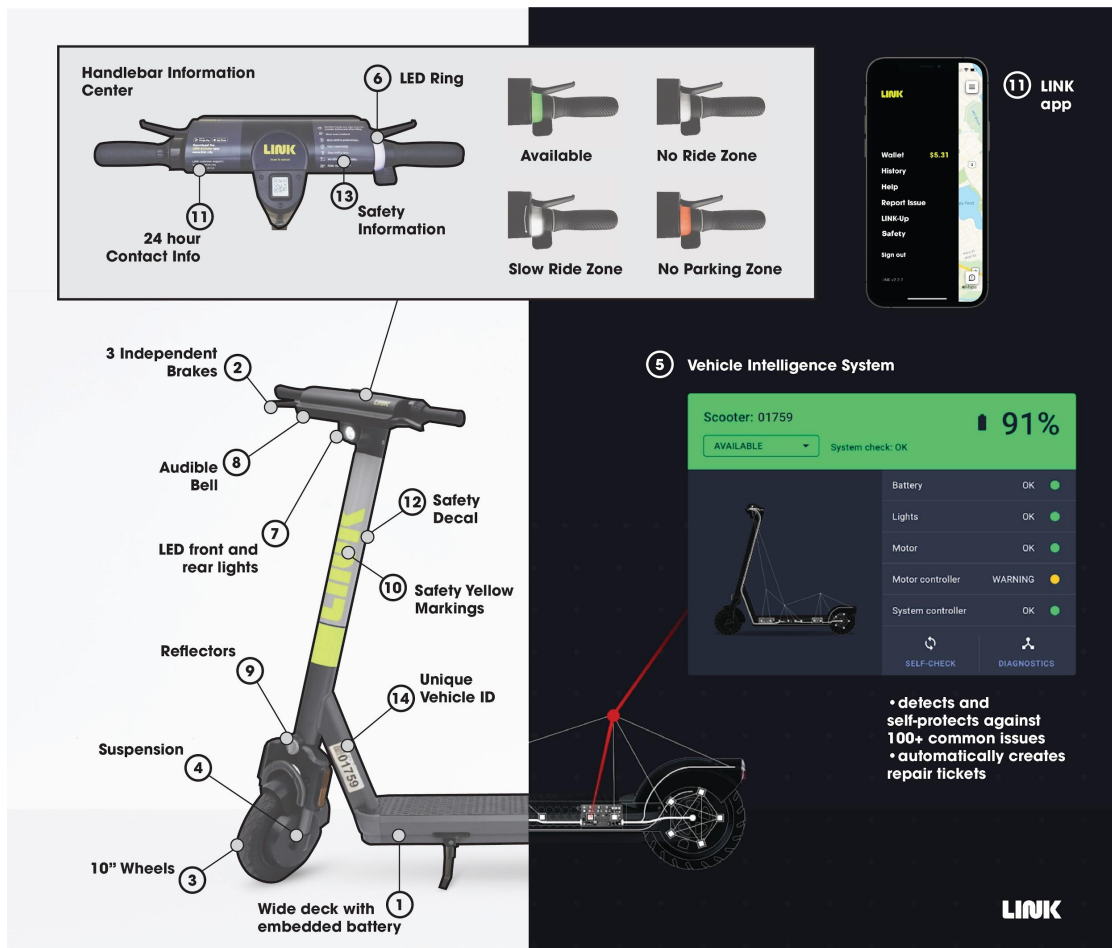
LOCALIZED APPROACH. We understand that building strong relationships with local partners and key stakeholders in the community is critical to our success. We have begun establishing relationships with local organizations such as Asbury Park Complete Streets Coalition and Second Life Bikes, and have reached out to Asbury Park Police Chief David Kelso to invite him and his Community Relations Officer to a demonstration of our LINK Scooter and our geofencing technology. We have heard loud and clear the desire for our vehicles to operate at a speed consistent with the pace of the environment. With that in mind, we recommend limiting our fleet's maximum speed limit to 12 mph, rather than 15 mph, which is common in many other municipalities.

Superpedestrian is also dedicated to the success of shared mobility in the region. We are investing in a sponsorship of Sustainable Jersey with the goal of partnering on the development of best practices that will guide the evolution of shared scooter systems throughout the state.

02 SCOPE.

In this section of the proposal, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

We believe that a virtual docked system with designated parking locations will fulfill the City's financial, equity, and performance goals. Our proposed system aligns with the scope described in Section 5: Scope of Services and the following pages describe our intended strategies to meet the different facets of that scope: scooter, pick-up/drop-off zones, system, bicycle share, education, age verification, and contract term.



SCOPE 5.1 SCOOTER REQUIREMENTS.

Our scooters tackle safety holistically: we dedicated 2 years and \$20 million with the goal of engineering the safest scooter. The LINK scooter also benefits from the 8+ years we spent developing and patenting our vehicle operating system VIS to ensure our's is the industry's smartest scooter. Unlike many other companies, we only operate one scooter model. Unlike every other company, we are able to upgrade our global fleet using VIS. If awarded, the City of Asbury Park will receive a fleet from our latest manufacturing run, completed earlier in 2021, and thanks to VIS, it will always have our latest operating system.

RIDER SAFETY.

ROBUST DESIGN. Our scooters are 9% longer and 20% wider than industry average, a design that is a design that is engineered for smooth and stable riding [1]. They also have the industry's shortest braking distance (just over 10 feet), 3 independent brakes [2], 10" semi-pneumatic, tubeless tires [3] and shock absorbers [4], as well as industry-leading traction on wet surfaces. LINK's robust aluminium chassis is strengthened by a steel rod in the steering column and our kickstand helps to ensure scooters stay upright while parked. Our scooters feel safer because they are safer.

AUTONOMOUS SAFETY CHECKS review over 1,000 data points using our suite of 73 sensors and 3 microcomputers [5] and occur every 30 minutes while at rest and continuously while on-trip. The results of these checks are communicated to riders through the light on the handlebars — no guessing if there's a problem with the scooter you're using — if the light is green, it's safe [6].

VISIBILITY. LINK scooters also come equipped with front and rear lights [7], an audible bell [8], reflectors [9], and have safety yellow markings [10] to increase visibility for passing vehicles. SPEED LIMITING to 12mph for Asbury Park.

DURABILITY.

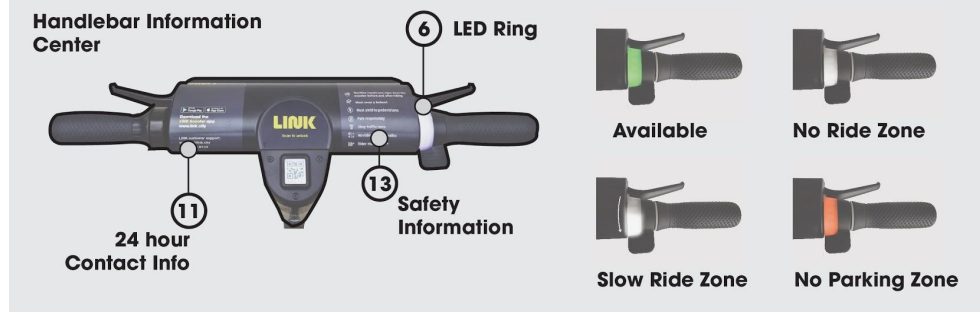
SELF-PROTECTION. VIS enables our scooters to self-protect against common mechanical problems, resulting in a scooter with a longer projected useful life-- at least 2,500 rides, one of the longest in the industry.

LONG-LASTING BATTERY. Our battery has a 61-mile range (twice the industry average), which prolongs each battery's life by requiring fewer recharging cycles. We securely embed our battery beneath the scooter deck to avoid weaknesses inherent in swappable batteries, such as exposed latches and worn connectors [1].

WEATHER PROTECTION. Our scooter is optimised for all weather conditions, including rain, sleet, snow, and low temperatures, providing industry-best traction on wet surfaces due to the scooter's low center of gravity. Layers of sealant protect all internal electronics and VIS disconnects the battery upon water detection, meaning our scooter can withstand sudden flooding. We are also able to control access to our fleet remotely--in the event of inclement weather we can make every scooter unavailable to rent.

SCOOTER SOFTWARE UPDATES. Through our operating system VIS [5], we can deploy new functionalities to improve our vehicles' corrective actions continually, without needing to replace the scooters themselves.

CONVENIENCE.



HANDLEBAR INTERFACE. Even before potential riders have opened the app, our handlebar LED light indicates which scooters are available-- in the event that our automatic VIS detects a mechanical issue and removes the scooter from service, the light goes red. During a ride, the light and its simple animation make visible to riders areas that are geofenced or have restricted parking-- no need to open the app or take your eyes from the road [6].

THEFT PREVENTION. Our scooters have no exposed cables and custom bolts, preventing theft. Our batteries are not interchangeable with regular, commercially available scooters and end-to-end data encryption means components such as batteries and motors cannot be used by vandals.

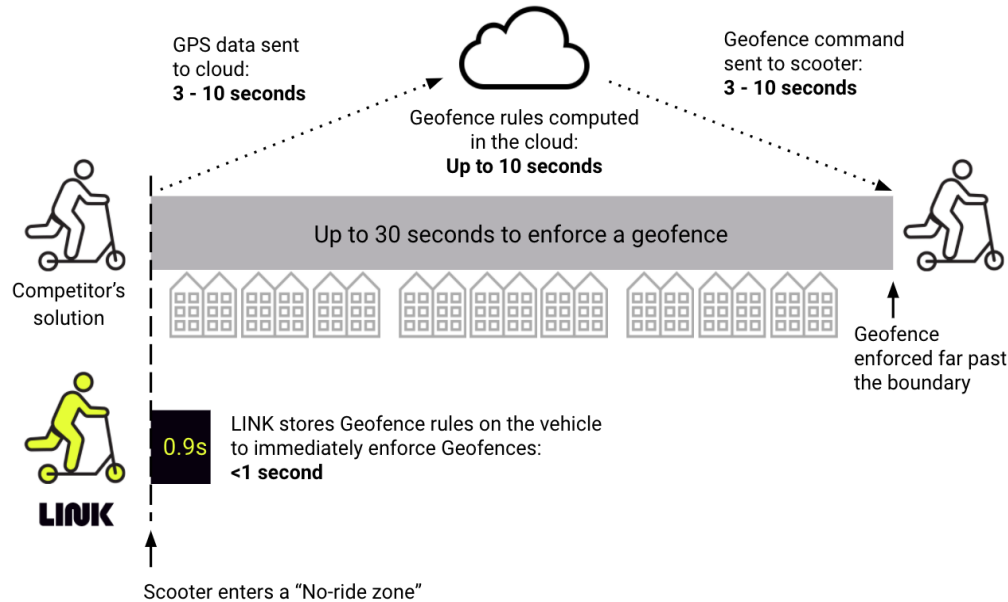
USER FLOW. The handlebar information center provides riders with information on rules of the road, a QR code to begin a ride, and our phone application provides riders with detailed instructions on how to rent.

COMPLIANCE WITH PARKING / RIDING RESTRICTIONS

RIDER EDUCATION. Before every ride, we display a "Ride safely" page to remind riders to obey traffic laws [11]. There are always-visible details on the steering column that further reinforce these rules [12] as well as on the handlebars [13]. For more detail, see Section 09 Rider Education.

REAL-TIME GEOFENCE ENFORCEMENT, including sidewalk riding detection. With our on-board computers and novel granular geofencing, we can enforce geofences in <1 second. LINK scooters carry on-board all critical technology to autonomously enforce geofences without cellular connection to the Cloud. Other operators rely on cellular networks, leading to delays of up to 30 seconds due to inconsistent connectivity. Our onboard geofences enforce no-ride, slow-ride, and no-parking zones in under 1 second, with a 99.9% enforcement success rate.

LINK's solution to solve for GPS' inaccuracy is a new and proprietary technique that we call "granular geofencing," which combined with our on-board mapping, mean our geofences more precisely match the nuances of city regulations and streetscapes.



How granular geofencing works:	How onboard mapping works:
1. Before each launch, our team uses specialized equipment to collect and measure GPS signals on city streets and sidewalks at different times of the day and week, measuring the level of GPS accuracy block by block and capturing potential inaccuracies. 2. We combine these data with digital maps to create geofence zones composed of thousands of small polygons with individual speed rules.	1. The vehicle records its GPS position and corrects for errors in spatial accuracy using our granular geofencing technology 2. The vehicle checks its coordinates against the local rule book stored directly on the scooter 3. If the scooter sees that it is in a restricted area, it instantly applies the required geofence limit

SCOOTER MAINTENANCE

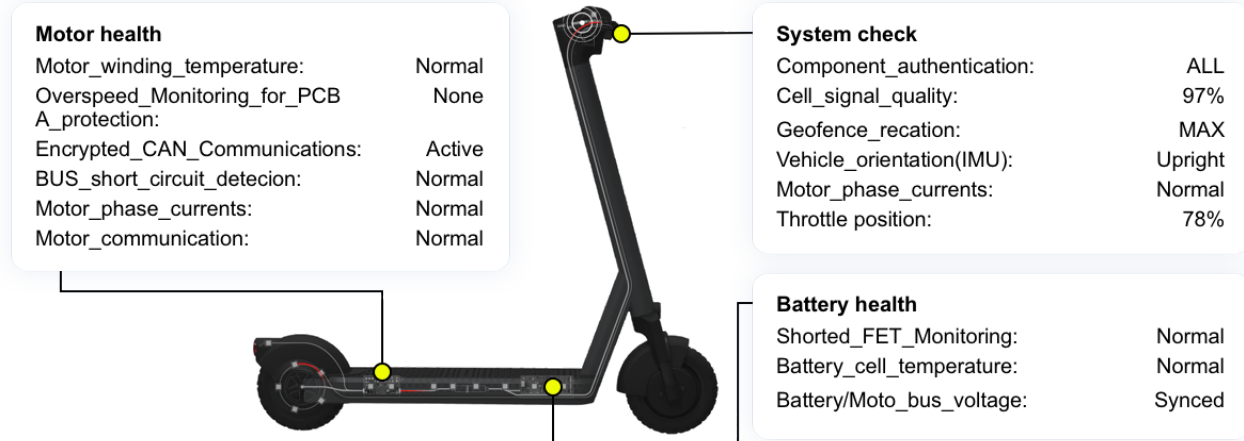
LINK offers comprehensive maintenance, cleaning, repair, operations, and disposal for our scooters. Our approach helps to extend each scooter's lifetime while maintaining the highest degree of vehicle safety. Our approach has also helped our team see some of the lowest vehicle loss rates in the industry, for example in Salt Lake City we've only had to dispose of 4.5% of our fleet in nearly a year of operations.

Type	Performed by	Frequency
Autonomous	Vehicle Intelligence	• Every 30 min while in "available" mode • Before each ride • Continuously while on-trip
In-Person	Field & Warehouse Teams	• 17-point check prior to deployment • Battery charge <20% • The scooter self-identifies a maintenance issue • 3 days have elapsed since a manual check

MAINTENANCE FREQUENCY & MAINTENANCE ALERTS. LINK's maintenance and repair regime is supported by our Vehicle Intelligence System (VIS). Our team uses our proprietary vehicle management platform Wrangler to track vehicle repairs, and we train our local team to the highest standards (employee training is covered in Section 06 Staffing).



LINK's VIS autonomous inspection and maintenance of the vehicle health



VIS autonomous inspection can detect over 100 potential issues.

Autonomous Safety Inspection. LINK's VIS is the industry's only comprehensive vehicle operating system. It detects hazards and potential failures in the brakes, lights, motor, battery, and all electronics components and takes protective action. VIS communicates test results to our platform, where it is recorded and used to automatically generate service tickets, including predictive maintenance and service improvements. This provides optimal safety and protection for our riders by taking precise, preventative measures. Our scooter's ability to self-diagnose means we identify small problems before riders experience safety issues, making our day-to-day maintenance and repair processes more targeted and effective.

17-Point Check		14 Days or 300km	180 days or 1500km	365 days or 5000 km
• Front/rear brake inspection and adjustment	• Steering column, fork, wheel integrity	• Test brake functionality, brake pull	• Inspect tire treads (front and rear)	• Inspect tires for wear /replacement
• Kickstand inspection	• Damage inspection of all plastic	• Test kickstand	• Lubricate kickstand	• Inspect brake shoe for wear /replacement
• Throttle functionality check	• Test fully functional bell	• Test throttle function	• Test alarm function	• Inspect all fasteners
• Charge port and cover integrity	• Handlebar area integrity	• Inspect front, rear lights, stop signal	• Test speaker function	• Inspect bearings:hubs, headset
• Handlebar, front-wheel calibration	• Handlebar grip inspection	• Handlebar grip inspection, test steering	• Inspect handlebars and headset for alignment	
• Front and rear reflector security	• Headlight, brake light inspection and testing	• Inspect status display function	• Inspect cables and housings (fraying, breaks, rust, and corrosion)	
• Frame and weld point inspection	• Clean scooter exterior	• Inspect fenders, caps, fork, grip pad, tires		

In-Person Inspection & Cleaning. In addition to VIS, scooters undergo a 17-point Safety Checklist and cleaning prior to every deployment, including brake inspection and adjustment, handlebar/wheel calibration, throttle check, reflector security, charge port integrity, bell, lights inspection, and testing. We modify operational approaches based on routine processes and data reviews.

SCOPE 5.2 DESIGNATED PICKUP AND DROP-OFF ZONES MINIMUM REQUIREMENTS.

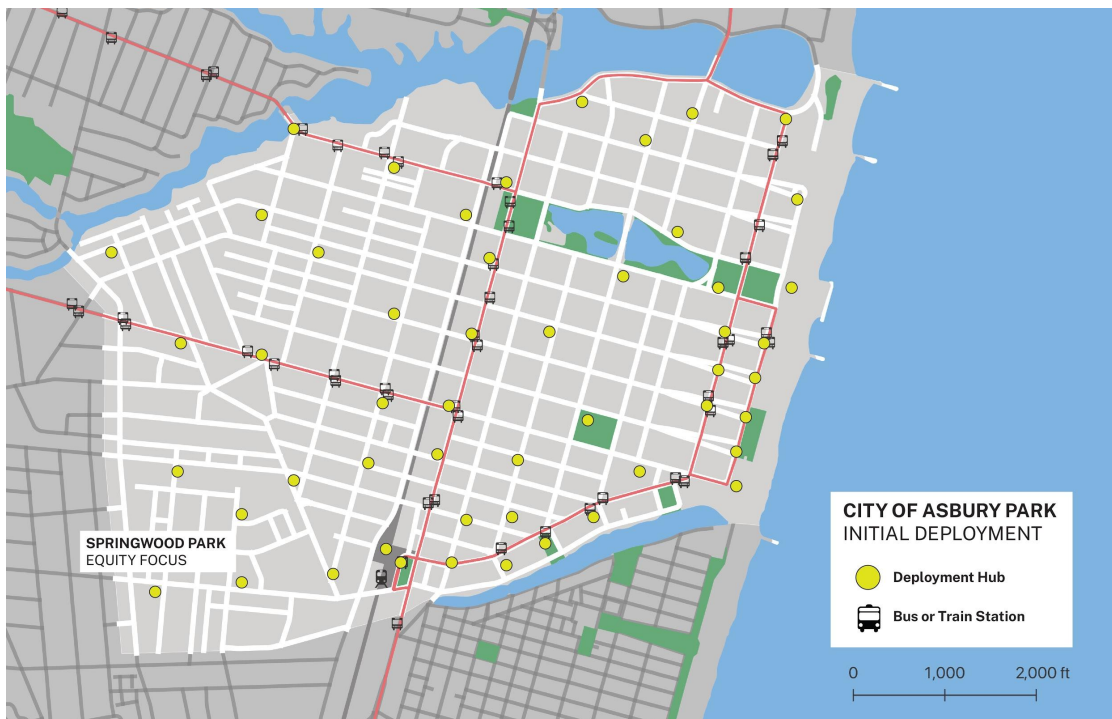
01 PRE-LAUNCH ENGAGEMENT AND INITIAL SERVICE AREA.

LINK takes local partnerships seriously. We know that our success is tied to our ability to be responsive to local constituents. As such, we have already begun efforts to build connections with critical local stakeholders such as the **Second Life Bikes, Asbury Park Complete Streets Coalition, Sustainable Jersey, the Asbury Park Police Department, NJ Transit, and adjacent municipalities.**

We engage key stakeholders early in our process as we develop our urban planning and operations analysis. This includes site visits by our regional policy team, led by our Head of Community Engagement, Paul Mondesire, that have informed our initial pre-launch site assessment focused on bolstering "intra-neighborhood" and "inter-neighborhood" connections in Asbury Park and potentially with nearby towns.

In early 2020, Superpedestrian acquired the fleet management division of Zagster, including the team that developed Asbury Park's initial deployment and parking zone map (see map below). For our initial 2021 deployment, in consultation with local stakeholders and following feedback from the City, we will launch using this map as a starting point for parking locations. Our operations team will carefully review our initial deployment hub locations with support from our urban planning staff, paying special attention to curb furnishings, and allowing ample space for pedestrians and other modes of transit. In advance of launch, our local team will make a concerted effort to reach out to adjacent properties by using outreach tactics such as emailing businesses, knocking on doors, hanging door hangers, hosting or co-hosting public events. These efforts continue as we launch, and will prove especially key to the success and development of this program.

Over the contract term our goal will be to grow rider engagement and expand the demographics of our riders beyond earlier adopters and especially among local residents. To that end, we plan to increase local engagement by **densifying our deployments**, especially in the southwestern portion of the city, and **deploying scooters near transit/bus stops** to help solve first/last mile travel for those who don't wish to rely on a personal car.



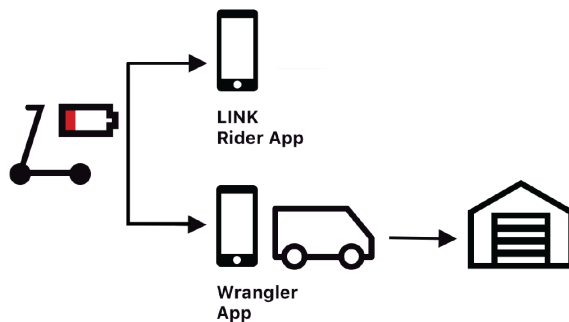
02 FLEET REDISTRIBUTION.

In order to ensure reliable service to our riders in Asbury Park, our daily operations will be split into 3 shifts. Each shift functions as its own workday and includes:

- An evaluation of automated alerts related to scooter concentration per service area “Zone”
- Using our operations platform Wrangler to confirm rebalancing needs within and between equity zones and designated parking locations

Each shift includes four main tasks:

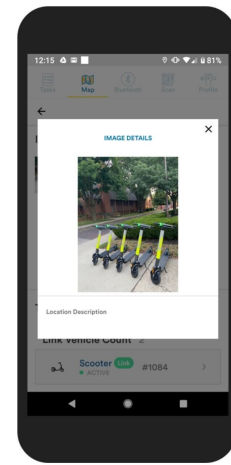
1. **Deploy** freshly charged scooters to designated deployment locations
2. **Pick up** scooters to be recharged (under 20% battery)
3. **Identify and repark** improperly parked scooters that are currently available to rent
4. **Redistribute** scooters to designated rebalancing locations that will render them most useful to riders (NOTE: city-designated geofenced parking areas will be visualized in the Wrangler app to facilitate appropriate deployments)



When the charge falls beneath a 20% charge or VIS detects a mechanical fault, the scooter is removed from service in the LINK Rider App and a ticket is created in Wrangler App to pick up the scooter.



Hub locations, No Parking Zones



Wrangler Detailed View.

03 PARKING ZONE DEMARCATION STRATEGIES.

Strategies for demarcating parking areas will be tailored for Asbury Park and we are happy to work with the City on final copy to ensure effective communication to riders and non-riders as well as zoning compliance. Different contexts across Asbury Park might call for different form factors and as such, we provide here examples of implementations in other cities and if awarded look forward to tailoring these strategies to Asbury Park and exploring innovative parking solutions in the years to come.

In Situ	Installation Method	Sign Content
		
Parking stencil applied directly to pavement using paint. Boundaries also geofenced in-app.	Paint and decals can be removed at no cost to the city.	Can be designed to local specifications in terms of size, color, and messaging.
		
Through our partnership with 3M we also have customizable adhesive scuff and slip-resistant "Parking Pads" that can help demarcate parking areas in addition to virtual boundaries.	These pads are removable and typically they last 2 years--above is an example of their implementation in Nashville.	Initial LINK concept is shown above. Pad can be designed to local specifications in terms of size, color, and messaging.
		
Weather resistant lawn sign, aluminum mount.	Placed in soft cover locations (e.g. approved landscaped areas).	Can include: sign-up information and QR code, safe riding instructions, parking cues

LINK**04 EXPANSION STRATEGY.**

Shall include an expansion plan to standardize the process of increasing the fleet and adding new stations. The plan shall include, but not be limited to, overall expansion strategy over the contract term, baseline conditions to deem locations eligible for a station, and stakeholder engagement strategy

Overall Strategy.

Our strategy for expansion in Asbury Park will be informed by analysis of our data, insights derived from our network of local stakeholders and partners, and City input. Our principal goal for expansion will be to strengthen regional ties, focusing on NJ Transit stations.

Stakeholder Engagement Strategy.

We consider stakeholder engagement and site assessment to be deeply intertwined-- we always leverage our local relationships to create sensitive deployment plans and parking locations and have urban planners and community engagement specialists on staff to help inform our approach.

Understanding shared scooters' potential to facilitate increased economic activity, a key part of our strategy is engaging the business community through stakeholders such as the Asbury Park Chamber of Commerce, local and regional Real Estate interests, and major employers to ensure we are providing links to businesses beyond those located directly adjacent to major tourist attractions like the boardwalk and a viable commuting option to their employees.

Baseline Conditions to Deem Locations Eligible. LINK utilizes advanced demand modeling to prevent scooter oversaturation in any one area, dispatching our operations team to rebalance vehicles as needed. Vehicles are rebalanced based on hub utilization and predicted demand varying by time of day and day of week. The operations team pulls heat maps for daily and weekly rides for the previous week and notes any changes in rider behavior as to hotter/colder areas within the map. Hotter areas without current deployment hubs, or with few hubs, will be scoped for a new hub location.

1. The Operations Supervisor surveys the area in question to get a feel for where a deployment hub might be beneficial. They look for:
 - paved buffer zones between the curb and sidewalk;
 - wide street parking/bike lanes;
 - the location of bus turning lanes to ensure we are not blocking them.
2. The supervisor takes photos of each potential hub (with a staged scooter) for visual reference.
3. Potential hubs are validated against aggregated rider data.
4. New hubs are chosen and, if desired, we send location information and photos to our City contact for review/approval. If not approved, our team submits alternatives in line with City feedback.
5. Reach out to relevant local and adjacent stakeholders to notify them of the new deployment location.
6. Activate the new hub in Wrangler and deployment begins there the following day.

SCOPE 5.3. SYSTEM MINIMUM REQUIREMENTS.**01 OPERATING HOURS**

We expect to launch with operating hours defined as 7am-9pm, as per 5.3 System Minimum Requirements, but are able to flexibly adjust those hours over the length of the contract with the City. Our customer service team is available 24/7 to respond to inquiries.

02 PRICING

We propose to launch with the following pricing, but anticipate developing membership plans and discount schemes targeted for audiences in Asbury Park in conversation with the City and local stakeholders.

Standard.	\$1 to unlock and \$0.35 a minute. Per proposed revenue share agreement, the City of Asbury Park would receive \$0.25/ride for the duration of the contract.
Memberships.	Day Passes- targeted for visitors to Asbury Park

LINK

	Annual Memberships. By offering annual memberships, we can offer residents of Asbury Park discounted fares.
Student Discount.	30% discount for students enrolled at Monmouth University, Brookdale College, and Brookdale Community College.
City Employee & Resident Discount.	30% year-round discount with proof of employment. 30% discount September-May with proof of residency in Asbury Park.
Essential Worker Discount.	\$50 wallet bonus to essential workers during COVID to be used as ride credits in the LINK wallet, with targeted outreach to staff at Jersey Shore University Medical Center and Monmouth Medical Center.
LINK-Up Program.	70% discount for eligible low-income individuals. LINK-Up gives qualifying riders an annual discount of 70%, with no deposit or membership fee required. Eligible individuals can sign up for the program at www.link.city/link-up and a link is also provided in the mobile app's main menu. Anyone who receives local, state or federal assistance is eligible to apply by submitting proof of enrollment in such a program — this includes State Nutritional Assistance Program (SNAP), Medicaid benefits, and more. We look forward to discussing additional, locally relevant enrollment criteria with the City and local stakeholders to ensure our eligibility requirements are appropriately inclusive.

CASE STUDY: Transportation Equity in Seattle

In Seattle, for example, **14.9%** of our trips begin or end in a city-designated equity zone, more than nine times the equity share of our closest competitor. This data is available on a public dashboard hosted by the city. While we continue to strengthen our LINK-Up program, this data point proves our ability to enroll folks in our equity programs and serve as a viable transportation option for disadvantaged communities.

Riders who prefer to pay with cash can do so in two ways:

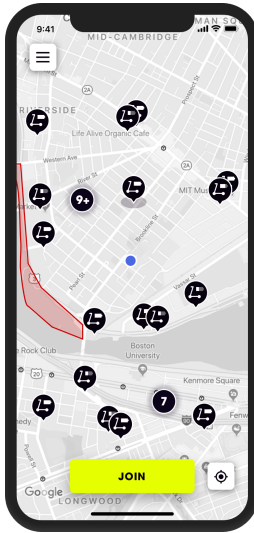
- **With a smartphone:** riders can use cash to purchase prepaid debit cards, which can be added to the LINK app virtual wallet. A minimum balance of \$10 must be available on the prepaid card in order to start a ride.
- **Without a smartphone:** riders can call our customer support team to request an invoice via email, which can be paid with a prepaid debit card. A \$5 hold is required to start a ride. LINK-Up (our low income plan) members can create accounts and start and end trips, all by speaking with our customer support team via phone. Riders can also create accounts by emailing support@link.city.

03 SYSTEM COMMUNICATION STRATEGIES.

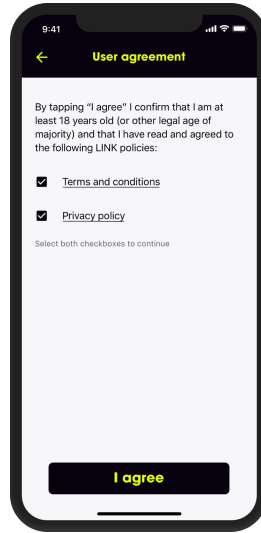
LINK scooters provide several mechanisms to guide riders: our handlebar LED indicator, the posted handlebar information, as well as our mobile application. As outlined in Section A Scooter, the handlebar indicator uses light to communicate to riders real-time information regarding restrictions on parking and riding while the posted handlebar information provides 24/7 contact details for our Customer Service operations based in Beverly, MA.

Phone Application. The LINK mobile phone application (iOS and Android) guides users through the process of registering, finding a scooter, and understanding restrictions on parking and riding. It also provides a direct link to our Customer Service Operations to report issues. For more information on in-app safety education strategies, please see **Section 08 Education**.

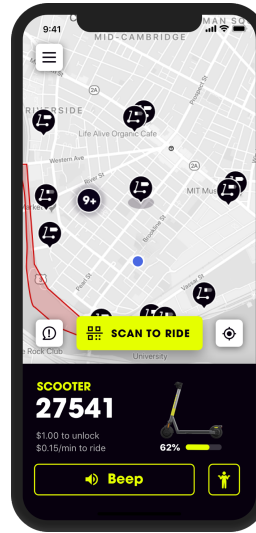
LINK



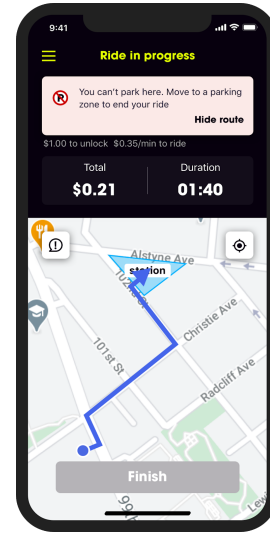
Find a scooter



Accept Terms & Condition + Privacy Policy



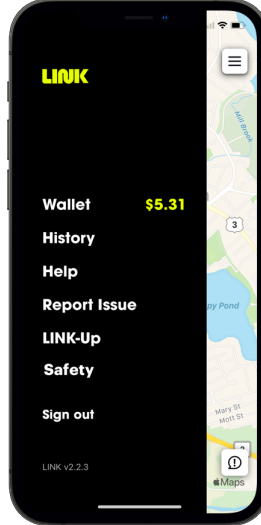
Learn more about a selected scooter



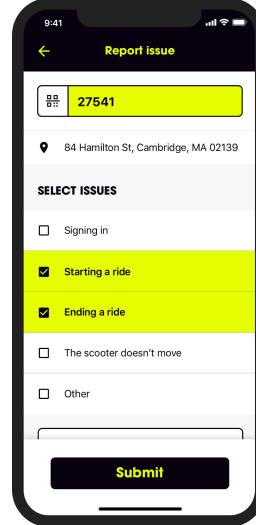
On trip (geofenced parking zones)



End trip instruction (geofenced parking zones)



Reporting an issue from the main menu



Submit an issue to our customer service team.

04 DATA AND REPORTING.

Superpedestrian has proven to be a reliable data partner to our cities — we are fully capable of providing access to fleet data in the MDS format by the City of Asbury Park as well as any monthly/quarterly and/or annual reports that may be required by the City, including membership data, ridership data, trip-specific data, maintenance data, fleet data, or financial data. We also agree to distribute a User Survey and provide access to the results. We've delivered surveys to our riders on behalf of a number of cities.

SCOPE 5.4. BICYCLE SHARE.

We have a strategic partnership with Tandem Mobility, who is applying to the Bike Share RFP. While we are separate companies, and are responding to these RFPs independently, if we are both chosen, we plan to work together to reduce operational costs and provide the best possible joint service to Asbury Park residents and visitors.

If another Bike Share operator is chosen, we would still seek to leverage opportunities such as co-hosting events, coordinating reduced fare sign up opportunities, demonstration rides, and helmet giveaways. Many

LINK



team members at LINK have robust public and private bike share program experience and that perspective helps us understand how these two modes of transit complement each other and informs our approach to cooperating with bike share companies.

For example, in Manhattan, KS, we have a partnership with Green Apple Bikes, wherein we support their operations teams by rebalancing their bikes as well as making sure free-floating bikes are upright and parked correctly (pictured at left) and in return they help us with marketing and event opportunities. Our mission to improve access to micromobility aligns with groups like Asbury Park Complete Streets Coalition and Second Life Bikes, and we would seek to bolster advocacy work by contributing data and coordinating events such as group rides and helmet giveaways to promote the use of bike lanes and rider safety.

SCOPE 5.5. EDUCATION.

Superpedestrian takes safety seriously, engineering it into our scooter and developing strategies to educate riders and non-riders alike. We tackle rider education through active enforcement, clear on-board instructions, in-app education, and intentional virtual and socially distanced in-person programming. We affirm the principles at the core of Vision Zero: that all crashes are preventable and vehicle and roadway engineering have the most power to prevent crashes and acknowledge our responsibility to educate our riders and contribute to broader Asbury Park safety initiatives in cooperation with local organizations. For more information, see **Section 08 Rider Education**.



On-scooter decal content will be customized for Asbury Park and confirmed with the City (left). Safety rules and regulations will be displayed to the rider at the time of registration and prior to each ride (right, sample text).

SCOPE 5.6. AGE VERIFICATION.

We take the safety hazards presented by underage riding very seriously and seek to not only verify the age of those riding LINK scooters, but also take a proactive, intentional approach to education and outreach. For more information, see **Section 10 Age Verification**.

SCOPE 5.7. ADVERTISING / SPONSORSHIPS / PARTNERSHIPS.

Our revenue sharing is not contingent on a minimum revenue threshold, but in order to support parking compliance LINK can partner with local businesses or non-profit organizations to co-supply parking signage and infrastructure. Partnerships like these are win-win as they create an avenue to promote local businesses while supporting proper parking.



LOCAL INFRASTRUCTURE SPONSORSHIP	SOOFA
We have experience obtaining sponsorship for parking signage and through the relationships we build in Asbury Park, will identify potential sponsors to help fund the parking demarcation strategies described in this application. Manhattan, KS. We receive \$10,000 per year from a local fiber internet provider, WTC, which also pays to install branded signs at our geofenced parking locations in the downtown area near Kansas State University.	LINK can install parking and community signage through a unique partnership with Soofa, an outdoor advertising company that features attractive, community focused installations. The signs display content such as community events or advertising for local businesses on one side, and scooter safety and parking rules on the other. The example below displays transit arrival information and local community content. If the city is interested, there could also be a revenue share component by selling ads to local businesses. The city would be able to display its content for no cost. These signs are solar powered, and easily installed and removed from the right of way.

SCOPE 5.8. CONTRACT TERM.

We believe that we will be a strong partner for the City of Asbury Park as it continues to build its approach to shared mobility over the coming years-- we offer a safe and lasting vehicle, technology that protects riders and public spaces, a fleet managed by our own well-trained and certified team, and an intentional, localized approach to our relationships with the City and stakeholders. A multiyear partnership with the City of Asbury Park would offer us the opportunity to forge strong connections and situate Asbury Park as a regional leader in shared micromobility.

03 OBJECTIVES.

Respondent should state what it believes to be primary objectives for each element of the plan.

We consider our objectives to be aligned with those outlined by the City of Asbury Park in the RFP, Section 4.5 "Primary Objectives". Our success is directly tied to Asbury Park's success, and we will measure our success as exceeding the City's objectives. To track and measure our success, we will use data analysis, rider survey, proactive stakeholder outreach, and continual city engagement. The definitions of success that follow are proposed and we would seek to further refine them with the City if awarded.

LINK

Asbury Park Objective	Launch a financially self-sustaining, 24-hour, 365-day e-scooter share program that has the ability to expand regionally in subsequent years, and is capable of meeting negotiated performance standards
------------------------------	---

LINK Definition of Success. LINK will launch a financially sustainable system, poised to expand regionally. The system can make scooters available 24/7, or otherwise, and customer Service is always available 24/7. We will begin service during the original limited hours of operation, 7am-9pm, and work with the City to address safety concerns to eventually offer scooters 24 hours, potentially leveraging tools such as impairment tests or nighttime fleet-wide speed limits to ensure safety. This work will be dependent on ongoing outreach to adjacent communities throughout the life of the implementation. We imagine success can be measured using metrics such as trips per day, number of non-resident return riders between seasons, reported collisions and injuries, LINK-Up participation rates, among others. Finally, we would strive to ensure that scooters are used to facilitate travel within Asbury Park, such as from the Boardwalk to restaurants further inland, rather than automobile travel to businesses outside of Asbury Park. **We would be thrilled to expand to neighboring jurisdictions, and would strive to showcase our city-first, safety-first approach in Asbury Park and provide demonstrations and safety training to regional stakeholders.**

Asbury Park Objective	Reduce dependency on automobiles, particularly for short trips, in turn reducing traffic congestion, vehicle emissions, and demand for parking
------------------------------	---

LINK Definition of Success. We would target that >50% of scooter trips are trips that would have otherwise been by car/taxi/ride hail and capture qualitative measures through surveys distributed to riders. We would also seek to contribute to efforts and studies led by partners such as Sustainable Jersey. Because of the length of the implementation, we have an opportunity to look at longitudinal data regarding scooter usage and parking to capture reduced dependency on automobiles.

Asbury Park Objective	Increase transportation options for economically disadvantaged residents
------------------------------	---

LINK Definition of Success. In order to achieve this objective, we plan to conduct consistent outreach and enrollment events in the community to achieve high numbers of enrollment in our LINK-Up program, with a particular focus on program success in non-summer months. Over the lifetime of the service, we plan to measure success by looking at equity-based data and deployments from economically disadvantaged neighborhoods. Our main focus will be to transform shared scooter service from novelty to *utility*. Finally, we'd like to emphasize our desire to serve these residents with transportation year round, not just during the summer high period.

Asbury Park Objective	Enhance existing public transportation systems by providing an e-scooter and bicycle share system to complete the first and last leg of a trip (e.g. from the train station to the workplace or home) and enable public transit commuters to make short trips without a car
------------------------------	--

LINK Definition of Success. In Asbury Park, we would co-locate parking locations with transit stops, work with transit apps to achieve route and payment integration, partner with NJ Transit, who we've already reached out to, and perform targeted outreach to commuters in the broader region. To measure our success, we would target >20% of trips beginning or ending with a transit trip. We are also integrated into Mobility As A Service or "MAAS" apps, such as the Transit App, to help plan multi modal trips.

Asbury Park Objective	Provide transportation options to the City's transit deserts
------------------------------	---

LINK Definition of Success. To achieve this goal, we would work with the City to identify transit deserts and establish attractive parking hubs in these areas. We would perform targeted outreach and market our LINK-Up program to ensure we successfully provide a transportation option.

LINK**Asbury Park
Objective****Promote tourism through exploring the City by e-scooter**

LINK Definition of Success. We want to help stimulate the economy on a hyper-local level by facilitating intra-neighborhood and inter-neighborhood travel for commerce and would seek to partner with the Chamber of Commerce and APCSC to host events like "Community Crawls" as well as facilitating access to cultural institutions- group rides (10-15 people max) with RSVPs. Our success could be measured by attendance numbers at these events, social media feedback, as well as qualitative responses collected through user surveys.

**Asbury Park
Objective****Spur the transformation of city streets to become environments where pedestrians, bicyclists, and e-scooter users feel safe and comfortable, and help the City achieve multimodal transportation safety goals**

LINK Definition of Success. We have robust data sharing capabilities, including industry standard MDS and GBFS, but also completely customized data reports that can provide transportation planners rich data with regard to e-scooter use. We also would encourage collaboration among providers of all alternative transportation options, and would be happy to lead efforts to do so.

**Asbury Park
Objective****Expand the health and wellness benefits of bicycle and e-scooter transportation beyond traditional enthusiast groups to everyone living or working in the service area**

LINK Definition of Success. We would be able to measure our success through the outreach at non-mobility focused events, as well as through a survey of riders in order to capture numbers of users who had not previously identified as a member of an enthusiast group. Superpedestrian plans to co-host or host bi-monthly LINK Leaders Safety Training events at select locations chosen in cooperation with local Asbury Park partners and stakeholders. The sites should be near tourist draws as well as in the underserved neighborhoods in the community.

**Asbury Park
Objective****Achieve measurable successful performance and public response to the system, which may include average daily trips per e-scooter, average daily trips per residents, projected motorist trip reductions, private buy-in to sponsorships, and engagement of significant future partners for widening the reach of the network.**

LINK Definition of Success. We would target utilization rates of >3 TVD during peak season and >1 TVD during winter as well as rider demographics that are reflective of Asbury in terms of age, race, income, neighborhood. Additionally we could design a study that uncovers the relationship between micromobility and local economic development (bicyclists tend to spend more at local businesses. Hypothesis: even more true for scooter riders) In order to capture public response, we could measure complaints per 1k rides as well as resolution time.

**Asbury Park
Objective****Contribute to innovate the transportation system by offering a system that can flexibly respond to rapid changes to the micro mobility industry**

LINK Definition of Success. Our VIS operating system lets us deploy updates across our entire fleet, making our system highly responsive to rapid changes — updates to our scooters' operating systems are released like an iPhone's update. For example, our recent update enabled us to reduce our geofence enforcement rate to 0.7 seconds, boosts our battery life by 2 days, and extends our battery's range by 10%. We are also innovators at heart, and seek out partnerships that allow us to innovate - when it comes to sensors, parking, transit partnerships, data dashboard, and more. Success for us would look like piloting at least three innovative partnerships per year — ranging from refined GPS technologies, to transit integrations, to technology partnerships that improve the safety of the scooter.

LINK**Asbury Park
Objective****Promote resiliency by introducing redundancy in the transportation system**

LINK Definition of Success. We can measure our ability to introduce redundancy in the transportation system by leveraging urban planning analysis of the existing transit system as well as a multimodal partnership with NJ Transit [resilience program](#). We can leverage surveys to study this longitudinally across the deployment period in order to measure our efficacy in providing redundancy. For us, success looks like partnering with the City to understand Asbury Park's transportation challenges and creating a tailored and specific resiliency plan (e.g., with free rides upon certain pre-specified occurrences, inclement weather plans, and more).

**Asbury Park
Objective****Provide a service that will result in high rates of membership satisfaction**

LINK Definition of Success. We seek to provide a high quality service, and measure our success through in-person local listening sessions, survey and respondent feedback, number of return customers across seasons, as well as retention among locals.

**LINK
Objective****Become the Jersey Shore's preferred provider.**

LINK Definition of Success. Over the coming years, we become a dependable, reliable, and fun transportation option for residents and visitors alike in the City of Asbury Park, showcase the attributes of a successful micromobility system, and expand reasonably to create a regional system that serves the Jersey Shore. We build strong relationships with the City of Asbury Park and neighboring municipalities, leveraging connections with Sustainable NJ and NJ Transit to create a localized, regional framework for successful micromobility and becoming the preferred city partner as we seek to expand with desired regional partners.

04 PROJECT WORK PLAN.

In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the City should execute to achieve success. The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The City realizes that each Respondent brings its own methodology and work plan.

This work plan is a proposal and can be expedited. **City Responsibilities** are highlighted. Tasks prelaunch are the review of geofences, coordination of API set up, and weekly update meetings in the weeks leading up to launch to ensure correct contract implementation. After launch, we propose to meet with the City weekly to confirm contract compliance for the first month of operations, and then transition to a monthly meeting for a data walkthrough and discussion of challenges, opportunities. Please note, key seasonal tasks within the "After Launch Recurring Events" section of the chart, including winterizing the fleet and seasonal hiring. Section **05 Assumptions/ City of Asbury Park** has even more detail.

WORK PLAN	Pre-Launch (weeks)				Post-Launch (weeks)				After Launch Recurring Events			
Key Deliverables & Milestones	4	3	2	1	1	2	3	4	Daily	1 mo	6 mo	1 year
Premises												
Local warehouse and maintenance service center selected												
Warehouse safety check												
COVID-related sanitizing												
Charging capacity, electricity & Integrity testing pre-launch												
Review warehouse and maintenance standard operating procedures												

LINK

Software, Computer System, and Operations

Software configured for Asbury Park

Confirm geofence parking hubs with City, upload to scooter, test

Scooter signal & cell connectivity fully tested

Finalize and confirm all Asbury Park in-app features

API set-up with City and/or designated Data Platform partner

Data Walkthrough with City

Team

Key local hires and launch team ready

Team training, launch prep

Customer support set up & training on local rules, requirements

Pre-launch rehearsal (Pre-launch vehicle demos)

Review SOPs, training

Hire seasonal workers

Operations

All scooters arrive in local warehouse; inspection and proving

Operations vehicles delivered and ready (e-bikes, e-vans)

Maintenance regime commenced and operating

Fleet charging, pre-deployment Safety Check & final testing

Refining operations & fine tuning shift schedule

Evaluate geofenced parking hub locations, modify if needed

Check equity balancing

(de)Winterize Fleet Operations

Promotion / Marketing

Sign installation and vendors identified

Pre- & post-launch safety classes and community engagement

Press release(s) on launch and special programs

Launch event(s) (COVID-compliant)

Safety, Community Engagement (please see below for more information)

LINK manager to engage with Police, BIDs, Agencies

LINK manager to engage with local entities, events and orgs

[illegible]

Pre-Launch

- 4-week PR campaign with corresponding outreach to the previously engaged stakeholders. Consistent due diligence will drive success;
- Build out local Advisory Board or a small group of informal advisors from a variety of backgrounds with strong roots in the neighborhoods of Asbury Park;
- 2-week Special Event Blitz preceding each actual launch featuring virtual meetings via Zoom on safety, road rules, and rider etiquette, as well as in-person training demonstrations .
- Leverage traditional and social media to spread the word about the new e-Scooters they will be seeing on their streets and how we plan to prove our value proposition on the ground

- Virtual safety presentations combined with socially distanced in-person demonstrations will be front-loaded for the first 6-8 weeks of operations;
- Target 2-3 events per week (including weekends) depending on the scale and staffing.
 - The Basics: *Virtual Safety*, Road Rules, and Rider Etiquette Workshops designed to run approximately one hour (40 minutes of interactive content + Q&A)
 - One in-person training per week with a local partner is the minimum and we want as many participants as we can safely teach.
 - Presuming three trained LINK Leaders, we can process 20-25 people per hour during an in-person training.
- Superpedestrian believes that piggybacking and co-branding existing special events provides greater opportunities to connect and engage with local residents and other key stakeholders. Our primary goals include :
 - Encouraging Best Practices Safety through full or abbreviated demonstrations;
 - Provide information on potential cost savings while giving away or selling discounted helmets and other promotional items ;
 - Help participants to download the App as well as sign up for the LINK-Up discount program
 - Advisory Board - This body, composed of local representatives, should be scheduled to meet during the week of Day 30 of operations. This should be an opportunity for listening to get a sense of: how are we being received? What works well? What is less than satisfactory? What are the solutions? We plan to design a brief survey that can be sent out in advance of the meeting to identify subjects of specific interest or concern.

Based on the strong network of relationships established through the above efforts, we should be able to participate in, co-brand, or host 1-4 special events per month, depending on collaborative scheduling and resources.

LINK

- Safety Workshops and Rider Training Demonstrations must be scheduled for once a month at minimum;
- The Advisory Board/Group should meet via Zoom once every 30 days for the first six months. These should be 30-60 minutes with a unique theme or subject matter tailored for the territory, with plenty of room for listening.
 - 40% of the time should be focused on Q & A re: challenges and solutions

05 ASSUMPTIONS/CITY OF ASBURY PARK RESPONSIBILITIES.

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of this project.

Superpedestrian assumes the City will be willing and able to participate in pre-launch discussions regarding parking locations and deployment as well as regular meetings with our Operations Manager after launch. The frequency of those meetings can be determined in cooperation with the City but we have found monthly meetings to be the best practice. We also anticipate the City engaging in the review process noted in the RFP for 6 month and 2 year mark and utilizing communication channels such as monthly reviews to provide feedback to our team.

We expect that the City will provide us with due notice of changes to parking zones or special event notifications (definition of due notice to be determined by both parties) and will maintain open communication regarding their data reporting needs.

In order to achieve objectives regarding transit integration, we also hope that the City will be able to share data to inform our operations and facilitate introductions to key transit stakeholders. In general, we ask that the City facilitates introductions to relevant potential partners such as other agencies and associations and is supportive of our efforts to align with other actors in Asbury Park. Our hope is that the City would amplify safety and service-related announcements via its own social media presence.

If city code allows, we would hope that some of the revenue shared with the City is dedicated to transportation improvements. We can also offer data to support efforts such as re-allocating public space for parking, determining strategic bike lane locations by leveraging our ridership data and mobility expertise.

06 STAFFING.

A discussion of the project team that will be utilized should be contained in this section.

We don't rely on gig positions and instead train (and retain) local teams of W-2 employees. All workers that support LINK scooter fleets receive targeted skills-based training that results in certifications. Our goal is to improve work safety, service quality, and offer opportunities for career advancement. In Asbury Park, we would seek to further our connections with local organizations such as Second Life Bikes who provide bike mechanic training to provide employment opportunities to residents of Asbury Park.

STAFFING PLAN.

The table below shows staffing for a fleet of 250 scooters. At that size, we anticipate a local team of 7 part- and full-time employees in addition to our regional staff members. On the table's right, we note which roles increase or decrease as the fleet size changes. The local team will be overseen by our regional operations manager. In depth resumes for the currently hired team that will be directly engaged with the Asbury Park LINK service are provided in the Appendix.

Avra van der Zee - VP of Strategy & Policy. Avra oversees expansion and partnerships for Superpedestrian, bringing the company's sustainable and intelligent electric vehicles to city streets across the globe.

Avra is a new mobility leader, change agent, and sustainability advocate who advises social impact companies across all stages of growth. She was Chief Strategy Officer and GC at JUMP, leading the mobility company's growth from seed stage to strategic acquisition by Uber. Following the sale, she ran global market

LINK

entry for Uber's New Mobility division, successfully launching electric bikes and scooters in dozens of markets.

Ben LaRocco - Director of Government Partnerships. Ben brings more than 15 years of experience in government relations and public policy working on Capitol Hill, state capitals, and city halls across the globe in tech, transportation, manufacturing and consumer products.

Paul Steely White - Director of Public Affairs & Safety. Paul is a local and global leader at the forefront of the alternative transportation movement for over two decades. At LINK, he's responsible for safety processes, national partnerships, and city engagement.

Paul Mondesire - Regional (NY/NJ/CT) Policy and Engagement Manager. Paul designs and implements our Community Engagement strategies in cooperation with our Operations team. He focuses on safety, promoting intra-neighborhood and inter-neighborhood commerce, as well as increasing transportation equity through the use of LINK e-Scooters.

Andres Giraldo - Regional Operations Manager (ROM). Andres oversees LINK's East Coast markets, ensuring that local teams are properly trained, and that all partner SLAs are met. Andres is also involved in market-specific community engagement initiatives. Andres joined Superpedestrian from Zagster, where he launched 7 markets and managed over 3,000 micromobility assets. He has unique experience and deep understanding of the market-launching process, and has successfully worked with cities to manage operations teams across the United States.

Job Title	Name	Job Description/ Responsibilities	Full or Part-Time	Initial # Hired	Scales with Fleet or Season
Operations Manager (OM)	To be hired.	Local manager who oversees all operations in Asbury Park and all staff. Point of contact for the City.	Full	1	No
Operations Supervisor (OS)	To be hired.	Reports to OM and manages field team and all staffing and logistics	Full	1	No
Operations Associate (OA)	To be hired.	Reports to OS manages all in-field work such as parking maintenance, device collection, rebalancing, and responding to reported issues	Seasonal	6 (2)	Yes
Mechanic	To be hired.	Reports to the OM and oversees the safety and repair needs of the fleet	Seasonal	1	Yes

EMPLOYEE TRAINING.

All workers that support LINK scooter fleets receive targeted skills-based training that results in certifications. Broken down by role and skill set and focus on safety to ensure that qualified people with the right skill set do each job well. Overall the goal is to improve worker safety and service quality while providing opportunities for career advancement.

LINK's training process includes online training administered on our customized training platform covering:

- City-specific guidelines on how and where to position scooters safely
- Employee Safety protocols, including safe charging and proper lifting techniques
- Proper scooter maintenance, including performing detailed safety checks before deploying a scooter
- Safe driving training, including vehicle operations and parking guidelines

In addition to online education, the team receives hands-on training covering:

- In-field consumer engagement and best practices for educating riders and potential riders
- Device safety and basic maintenance, including general and COVID-19 related cleaning protocols
- Pick-up and drop-off procedures, including expected response times and rebalancing requirements

LINK

- An entire module on proper parking, including where and how to deploy and correct scooters in the field.

07 TIMING & FEES.

In this section, please describe the timing and associated fees proposed for the implementation.

Section 04 Project Work Plan contains our work plan and proposed timing, which can be expedited. We include here the relevant tasks to launch and a list of expenses associated with delivery to be incurred by the company. Please see the Executive Summary for proposed revenue share.

LAUNCH PLAN	Pre-Launch (weeks)				Post-Launch (weeks)			
Key Deliverables & Milestones	4	3	2	1	1	2	3	4
Premises								
Local warehouse and maintenance service center selected								
Warehouse safety check								
Charging capacity, electricity & Integrity testing pre-launch								
Software, Computer System, and Operations								
Software configured for Asbury Park								
Confirm geofence parking hubs with City, upload to scooter, test								
Scooter signal & cell connectivity fully tested								
Finalize and confirm all Asbury Park in-app features								
API set-up with City and/or designated Data Platform partner								
Team								
Key local hires and launch team ready								
Team training, launch prep								
Customer support set up & training on local rules, requirements								
Pre-launch rehearsal (Pre-launch vehicle demos)								
Operations								
All scooters arrive in local warehouse; inspection and proving								
Operations vehicles delivered and ready (e-bikes, e-vans)								
Maintenance regime commenced and operating								
Fleet charging, pre-deployment Safety Check & final testing								
Refining operations & fine tuning shift schedule								
Evaluate geofenced parking hub locations, modify if needed								
Check equity distribution balancing								
Promotion / Marketing								
Sign installation and vendors identified								
Pre- & post-launch safety classes and community engagement								
Press release(s) on launch and special programs								

LINK

Launch event(s) (COVID-compliant)								
Safety, Community Engagement								
LINK manager to engage with Police, BIDs, Agencies								
LINK manager to engage with local entities, events and orgs								
LINK-Up, student, outreach & enrollment events								
Contract Requirements								
Meetings with City to ensure correct contractual implementation								
Weekly post-launch City check-in to confirm contract compliance								
Meet with other operators to establish a joint code of conduct								
Data Walkthrough and check-ins with City and stakeholders								

Associated Expenses.

Vehicles	Salary or Hourly Pay	Facilities	Operating Expenses	Launch-Specific
Scooters	Operations Associate	Warehouse Rent	Stripe Fee	SWAG for events
Spare parts	Operations Supervisor	Warehouse Utilities	Insurance	Sign manufacture and install (if applicable)*
	Operations Manager	Van Lease	Mobile Data	
	Mechanic	Fuel Cost		

* If awarded, we will endeavor to find sponsorship for sidewalk demarcation strategies

08 INNOVATION.

The Respondent should describe how they plan to provide innovative program elements (e.g. rewards points program, member discounts at participating local businesses, transit fare card integration, cargo bicycles, tricycles, etc.)

AN UPDATED FLEET IN SECONDS. Our VIS operating system enables LINK scooters to be hyper flexible and adaptable to the latest trends in micromobility. Through over the air updates, we leverage this operating system to ensure each of our scooters on the road is equipped with our latest tested updates. Our most recent update, entitled Briggs, included 22% faster geofence reaction, three time more capacity for onboard geofences and sevenfold more precision when it comes to geofence accuracy. We do not outsource safety, meaning the information flows from our operations team and global fleets are used by our engineering teams to sustain continuous improvement and that continuous improvement is reflected in our markets.

COMBATING INTOXICATED RIDING.

Evening in-app sobriety self-check. To maximize the impact of our efforts to prevent intoxicated scooting, if required by the City we can schedule universal, in-app warnings to appear more frequently during high-risk hours on nights, weekends and special events. Every day after 6PM, the LINK app can surface a sobriety self-check via a notification that reminds riders of the rules and the risks of scooting while intoxicated. The self-check includes a link to our website where we've synthesized research on the perils of intoxicated scooting (<https://www.link.city/ride-responsibly>).

Nighttime Slow Riding City-Wide. LINK is able to slow our scooter's maximum vehicle speed at night. For example, after 6PM city-wide the fleet maximum speed could be reduced from 12mph to 10mph. Research from AAA notes that even small reductions in impact speed can have significant benefits for avoiding injuries and potential fatalities.

LINK

In-app Hazard Perception Test. Our team is currently investigating the potential of an in-app hazard perception test to gauge reaction times, dexterity, and balance at high risk times. Riders who fail cannot start a ride for 12 hours and are provided with information regarding alternative safe transportation; repeat offenders are permanently banned.

INTELLIGENT WEATHER-RESPONSIVE BEHAVIOR.

While we are able to remotely pull the entire fleet of scooters in the event of inclement weather events, our engineers are also developing methods of deploying weather-based vehicle behavior to address more mundane conditions such as heavy rain. Our operating system VIS is capable of leveraging ClimaCell feeds to, for example, limit speeds in the hours after heavy rainfall in order to further reduce the risk of hydroplaning.

VEHICLE TEMPERATURE REACTION.

In addition, while our scooters are able to operate in temperature conditions ranging from -20°C and 40°C, we are committed to continuous improvement in expanding this range to include higher temperatures through chassis temperature control.

COMMUNITY FARE SYSTEMS.

As we operate in Asbury Park, we would seek to develop combined fare passes with NJ Transit as well as the selected bike share operator.

DATA-DRIVEN MICRO-MOBILITY ADVOCACY.

With our current level of resolution, we are able to study transportation patterns on a street to street basis. Our engineers continue to refine our GPS capabilities and with our projected higher level of GPS accuracy, we will be able to collect data to the level of stop signs-- allowing us to design mechanisms to incentivize bike lane usage and provide our mobility partners with usage data to advocate for greater infrastructure investment.

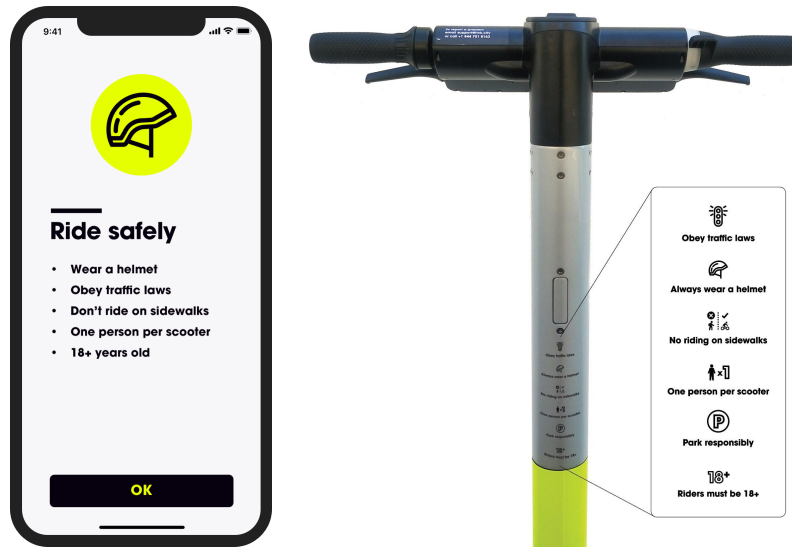
INTEGRATING WITH CITY AND THIRD PARTY TRANSIT APPLICATIONS.

At Superpedestrian, we understand that scooters are just part of a broader transportation ecosystem and seek to build connections with existing networks by co-locating deployment hubs with stations and by delivering data that can be integrated into transit applications — both third party and municipal. We currently provide fleet information to the journey planning app Transit and are in advanced discussions with CityMapper and Moovit. We also working with public journey planning apps such as Bay Area Rapid Transit (BART) in California and CTTransit in Connecticut — we hope to do similar work with NJ Transit.

RE-BALANCING WITH CARGO BIKES.

Superpedestrian is exploring ways to integrate cargo bikes into our operation, with prototypes currently being tested at our headquarters in Cambridge, MA for their potential utilization in re-balancing activities. We have a strong commitment to sustainability, and in April 2021 will be a certified Carbon Neutral company.

LINK

09 RIDER EDUCATION.

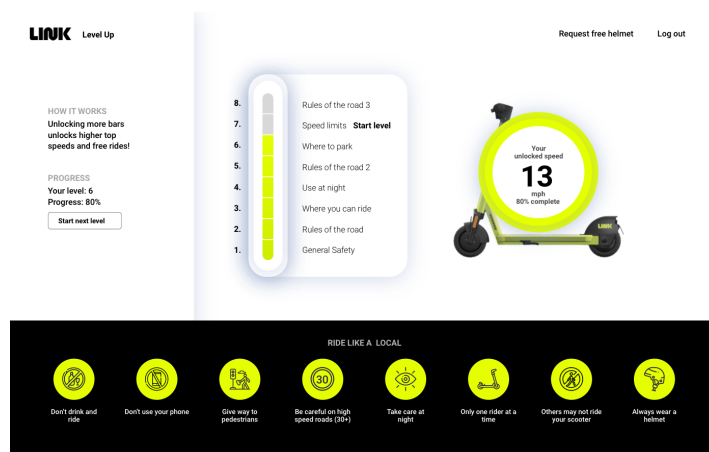
Tool	Description	Frequency
Ride Safely Instructions (in-app)	When renting a scooter, our “Ride safely” page is displayed before each and every ride , reminding riders to wear a helmet, obey traffic laws, avoid sidewalks, ensure one person per scooter, and avoid underage riding.	Before each ride.
Time and Event-sensitive Banner notifications (in-app)	These toast-style notifications can include a hyperlink, enabling LINK scooters to direct traffic to City-hosted sites or announcements regarding events, if applicable. This feature will also allow us to send each user to a knowledge confirmation tool periodically to reaffirm their understanding of safety rules and regulations.	At regular intervals for rider reminders or in anticipation of special events or in response to peak usage patterns. In Asbury Park, we would target the beginning of the tourist season as an opportune moment to refresh safety learning.
City-Specific Site (online)	We are able to deploy a city-specific site that has tailored information like the rules listed in the RFP. 1. Obey all applicable New Jersey State Law 2. Stay off sidewalks 3. Ride in a manner that is safe and courteous to others, and ride in the direction of traffic on all streets 4. Park in the appropriate locations	Accessible 24/7, can push hyperlink to users at defined times.
Helmet Selfie (in-app)	We encourage riders to submit a helmet selfie before their trip begins to get a discount on their ride. We also encourage riders to post their helmet selfies on social media for the chance to win ride promotions.	Riders can submit the helmet selfie before each trip to get discounts.
Designated Parking Areas (in-app)	Riders must end their trips in specified parking areas, which are shown in the LINK app. If a rider attempts to end their trip outside of a parking area, we surface directions to the nearest parking location. Riders will continue to be charged until they park in a designated area.	All trips must end in a designated parking area, which are shown on the map in the LINK app at all times, and enforced at the end of a trip. We also require end-of-trip Parking Photos, which we store and can review to

LINK

		confirm appropriate parking compliance.
Safety Hero Trainings (in-person)	In-person safety training is conducted by safety experts and includes instruction on how to operate the scooter, as well as road rules and parking guidance. We also use LINK Leader training workshops to give out free helmets and rider discount coupons.	Training sessions are front-loaded during the first 60-90 days of operation. In Asbury Park, we will collaborate with local partners to host a minimum of one safety event each month.
Safety Messaging on the Scooter (on-scooter)	Key safety messages are clearly visible on top of the handlebars. Easily understandable graphics are designed to overcome language and literacy barriers. Our programmable color-coded LED system, mounted on the handlebars and accompanied by audio warnings, alerts riders when entering zones, including no-riding or slow zones, without requiring them to look at their phone.	Safety messaging is always present and clearly visible on the scooter's handlebars. Our team ensures the readability of this messaging during routine safety checks.
Accessible Customer Service (on-scooter)	Our 24/7 customer service number and email contact is provided on the handlebar as well as in-app.	Available 24/7, with translation services.

IN DEVELOPMENT. (est. Fall 2021)

Level Up Safety School (online)	A required online safety course is localized to each region to test riders' knowledge of local rules and reinforce key safety requirements.	Riders have to pass each level of our safety school to unlock higher speeds than the default 8mph "beginner mode".
--	---	--



Level Up is our innovative safety school, which we are developing in conjunction with road safety charity Brake. Our multi-step safety curriculum uses short videos and quizzes. Subjects include prioritising pedestrians, respecting disabled groups, prohibiting sidewalk riding and disability awareness. We provide a free safety pack to those who opt-in, and plan to use this tool to inform rider capabilities on the scooter-- for example, limiting beginner riders to a lower speed before they complete courses on the application. We would look forward to developing this curriculum in partnership with Asbury Park.

10 AGE VERIFICATION.

Operators must prohibit e-scooter rentals by those under the age of eighteen (18) and provide rider verification strategies to prevent access by potential underage renters.



IN-APP STRATEGIES.

In accordance with LINK's terms and conditions (<https://www.link.city/terms-conditions>), all riders must assert that they are at least 18 years of age. We can require ID scans in Asbury Park via Jumio (a global leader in digital identity verification).

Our partner, Jumio, is one of the leading ID verification companies in the world. Jumio has checked more than 250 million identities across 200 countries and we use their superior product with the highest level of verification. Jumio uses computer vision and machine learning to automatically check whether a license is valid or if there is a risk of fraud. To date, we have experienced no user or city complaints and firmly believe that our partnership with Jumio effectively helps our business achieve regulatory rider verification requirements.

How it works. When a new rider downloads the LINK app, they are required to scan their ID for verification as part of the onboarding process. LINK riders cannot hire a scooter without a verified account and they cannot hire more than one scooter at a time, thus making it difficult for them to circumvent these requirements. For riders without a smartphone, we also verify age and license validity to ensure compliance with guidelines. New riders contact LINK customer support (available 24/7) and provide quality digital photographs or scans via email to complete enrollment. We will develop a plan to perform repeated age verification in response to program feedback, potentially randomly auditing users.

Zero tolerance policy. Members who unlock scooters for underaged riders, or otherwise are party to circumventing our age requirement, will be banned from our service.

PROACTIVE OUTREACH.

In addition to our age verification processes and zero tolerance enforcement and censure policy, we will conduct outreach and education. During launch, for example, we will partner with local businesses and community based organizations such as Second Life Bikes to announce the arrival of scooters. Core messaging will focus on the fact must be 18+ and that underage riding comes with serious penalties for the child and their legal guardians. We will also share information with parents highlighting the risks associated with multi-person riding. We will post these messages and engage directly with parent associations, Facebook groups and other social media platforms.

11 PUBLIC HEALTH.

In this section, the Respondent should describe its plan for safe operation during the COVID-19 pandemic.



LINK**COVID PROTOCOLS.**

As COVID-19 continues to impact health and safety worldwide, LINK is committed to ensuring that our workers, riders, and communities are as COVID-safe as possible. We describe our cleaning process on our website (www.link.city/covid-19) and each time a user opens the app, they are presented with a screen displaying safety information.

We provide employees with appropriate training and personal protective equipment, including gloves as well as verbal and written education specific to protecting themselves from infection. In addition, all vehicles used to transport devices and components are sanitized and disinfected prior to the start of every shift. We use a disinfectant that meets the EPA's criteria for use against SARS-CoV-2 (the novel coronavirus that causes the disease COVID-19). All individuals performing work sanitize common touchpoints.

Sanitizing Procedure:

1. Apply sanitizer to the scooter's handlebar, bell, throttle, and brake levers
2. Apply sanitizer to the entire front column
3. Leave sanitizer in place for one minute to ensure complete disinfection
4. After one minute, wipe all surfaces dry

SUPPORTING VACCINATION AND ESSENTIAL WORKERS.

LINK Vaccination Drive Program. LINK has been proud to offer free rides in several of our markets to help provide a safe, socially-distanced, and sustainable way to travel to and from their scheduled vaccination appointments. This program is currently available in Arlington, Columbus, Fairfax, Hartford, Jacksonville, Knoxville, Oakland, Orem, Provo, Salt Lake City.

EXAMPLE: Seattle Essential Workers Program. To support and facilitate the life-saving work of frontline responders during COVID, as well as the critical work being done by all essential workers in Seattle, LINK provides free scooter rides to those working in healthcare, education, public transit, custodial services, or food service across the city.

ASBURY PARK.

We propose to implement similar programs in Asbury Park-- we consider it a responsibility to both plan for safe operations and support a proactive, community-based, approach to public health by supporting vaccination efforts and our essential workers.

APPENDICES/OTHER.

This section should include at minimum: Respondent qualifications, references and resumes. If Respondents feel that other materials are necessary (such as promotional literature, white papers, etc.) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

RESPONDENT QUALIFICATIONS.

Company Name. Superpedestrian, Inc.

Headquarters. 84 Hamilton St. Cambridge, MA 02139,

Employees. We are rapidly expanding our local and central teams. At the time of submission, our company has 165+ employees.

Company History. Superpedestrian, LINK's parent company, is a transportation robotics company with roots in cutting-edge urban planning and mobility research from the Massachusetts Institute of Technology (MIT). The LINK scooter is our innovative, road-tested micromobility solution.

When we spun out of MIT's Senseable City Lab in 2013, our engineers studied the state of electric microvehicles and found that those early vehicles were neither safe nor reliable enough to offer transportation solutions at scale. In response, our team developed the industry's first comprehensive operating system for vehicles and brought it to market through our initial consumer product, the Copenhagen

LINK

Wheel. The Vehicle Intelligence System (VIS), our proprietary technology (Patents #US10259311, US9815363, US9669699B2, and others), allows our vehicles to self-diagnose more than 100 common malfunctions and autonomously initiate preventive measures within nanoseconds, resulting in a safer experience for riders and those around them.

In 2018 we began to develop our own scooter that would incorporate VIS software. Unlike early entrants to the scooter industry, our team of 50 engineers and designers tested and refined our product for two years to ensure that it was both ultra-robust and comfortable for riders and could withstand the rigors of shared use. We did all this before launching as a fleet operator. Our decision to embed proactive safety features in our scooter's hardware and software design informed our acquisition of fleet management veteran Zagster in 2020. Leveraging Zagster's 12-year fleet management experience and operations web and mobile application Wrangler, we have coupled our thoughtfully designed LINK scooter with a trusted and tested operations ecosystem to create a safe, data-driven, and responsive transportation business.

Superpedestrian is committed to continuous improvement, and our goal is to work in close partnership with the City of Asbury Park to transform urban mobility and foster healthy, sustainable, and connected communities. In addition to our significant investments in software, hardware, and operations, our leadership and management teams are staffed with shared mobility veterans. We are not disruptors, but rather a team of dedicated, safety-obsessed, urban mobility experts that fundamentally believes in the potential of shared scooters to serve local communities' transportation needs.

Organizational Structure. Our company's structure is designed to support the development of robust centralized programs that are then customized and implemented at the local level. Our centralized teams include hardware and software engineering, vehicle and mobile app design, supply chain, finance, legal, policy, government affairs, and business development — these functions are largely based out of our Cambridge, MA headquarters, with the exception of our policy leads who are based regionally. Our operations function supports our city partners at the local and regional levels. We build and invest in local teams by hiring fleet managers, associates, and mechanics as W2 employees (we do not utilize "gig labor") that work closely with regional operations and government affairs teams.

REFERENCES.**Contacts from LINK operations in other cities:**

City Name	Permitted Fleet Size	Contact Name	Phone Number	Email Address
Provo, UT	400	Javin Weaver	801-852-6413	jweaver@provo.org
Manhattan, KS	500	Jared Wasinger	785-587-2408	wasinger@cityofmhk.com
Knoxville, TN	450	Carter Hall	865-215-2543	chall@knoxvilletn.gov

Representatives from New Jersey and Asbury Park Organizations:

Contact Name	Title	Organization	Phone Number	Email Address
Kerri Martin	Founder and Executive Director	Second Life Bikes	732-776-6878	kerri@secondlifebikes.org
Doug McQueen		Asbury Park Complete Streets Coalition		dmcqueenapnj@gmail.com
Joe Grillo	Development Director	Sustainable Jersey	609-771-2831	grillog@tcnj.edu

LINK

RESUMES. The following pages cover for the resumes of the currently hired team for Asbury Park.

Paul Mondesire

Head of Policy and Community
Engagement for Superpedestrian



Work history

Superpedestrian

Head of Policy and Community
Engagement
2020– Present
New York

Jack of Hearts, LLC

Director of Business Development
2018– Present
New York

Electric Avenue, LLC

Community Relations/Crisis
Management Consultant
2020
New York

Lime

Community Relations Consultant
2018- 2019
New York

STEM Education Project

Strategic Consultant
2015 - present
New York

Biography

Mr. Mondesire is a development, communications, and strategic visioning professional who leverages his experience in the media, board development, and community relations to generate positive quantifiable outcomes. His work in television production and post-production (Unitel Video/MTV; Post Perfect; WPIX-TV; Sesame Workshop; Thirteen/WNET) provided a strong base of knowledge for his fundraising and communications efforts in the for-profit and non-profit sectors.

His focus at Superpedestrian is on safety along with promoting intra-neighborhood and inter-neighborhood commerce within his areas of operations. He also keeps his creative fires burning as a Producer for Jack of Hearts, LLC where he identifies and engages potential investors and production partners for that RomCom and other content his team has in development.

Paul White

Director, Development and Public Affairs



Work history

Superpedestrian

Director, Development and Public Affairs
2020– Present
New York

Institute for Transportation and Development Policy

Board Chair
2019– Present
New York

Bird

Director of Safety Policy and Advocacy
2018 - 2020
New York

Transportation Alternatives

Executive Director
2004 - 2018
New York

Institute for Transportation and Development Policy

Projects Director
1997 - 2004
New York, Cape Town, Accra

Biography

Paul is the Director of Development and Public Affairs at Superpedestrian. He is responsible for opening key markets, developing new operating and partnership models, cultivating new investments, and amplifying Superpedestrian's civic voice.

Paul is based in New York; he loves cities, especially when he can move through them unencumbered. Paul and is thrilled to work with Superpedestrian to make this a reality in global markets, big and small.

Andres Giraldo

Market Operations Manager II



Work history

Superpedestrian

Market Operations Manager II
March 2020 – Present
Cambridge, MA

Zagster

Operations Manager II
July 2019– March 2020
Boston, MA

Zagster

City Launcher
January 2019 – July 2019
Boston, MA

Forever Young LLC

Regional Launch Manager
2017 – 2018
Braintree, MA

Food Truck Stars

CEO/Co-Founder
2015 – 2017
Boston, MA

Biography

Andres currently oversees LINK's East Coast markets. He ensures that local teams are properly trained, and that all partner SLAs are met. Andres is also involved in market-specific community engagement initiatives.

Andres joins Superpedestrian from Zagster, where he launched 7 markets and managed over 3,000 micromobility assets. He has unique experience and deep understanding of the market-launching process, and has successfully worked with cities to manage operations teams across the United States.

He is committed to providing LINK's partner cities with the best operations in the industry, tailored to each city's unique needs.

Ben LaRocco

Director, Government Partnerships



Work history

Superpedestrian

2020– Present

Washington, DC

Lime

Director, Federal and State Policy

2018 – 2020

Amazon

Senior Manager, Public Policy

2016 – 2020

AK Steel

Corporate Manager, Government Relations

2012 – 2016

Procter & Gamble

Manager, Political Involvement

2008 – 2018

Biography

Ben leads Superpedestrian's Government Partnerships team, with extensive experience in micromobility policy and city solutions for sustainable transportation services.

Ben has more than 15 years of experience in government relations and public policy working on Capitol Hill, state capitals, and city halls across the globe in tech, transportation, manufacturing and consumer products. His work has been featured in the New York Times, Boston Globe, Baltimore Sun, Columbus Dispatch, and tweeted about by Jeff Bezos.

Ben has a Masters Degree in Applied Economics from Johns Hopkins University, and lives in Washington, DC with his wife and two daughters.

Avra van der Zee

VP, Strategy & Policy



Work history

Superpedestrian

2020– Present

Uber

Director, Global Market Entry (JUMP)

2018 – 2020

JUMP

General Counsel & Chief Strategy

2014 – 2018

Trespa North America

General Counsel

2009 - 2014

Biography

Avra oversees expansion and partnerships for Superpedestrian, bringing the company's sustainable and intelligent electric vehicles to city streets across the globe. Avra is a new mobility leader, change agent, and sustainability advocate who advises social impact companies across all stages of growth. She was Chief Strategy Officer and GC at JUMP, leading the mobility company's growth from seed stage to strategic acquisition by Uber. Following the sale, she ran global market entry for Uber's New Mobility division, successfully launching electric bikes and scooters in dozens of markets.

City of Asbury Park

REQUEST FOR PROPOSALS
E-SCOOTER CONCESSION

DOCUMENT CHECKLIST (FORM 1)

<u>Submission Requirement</u>	Initial each required entry and submit the item
Completed Document Checklist (Form 1)	A.B.
Completed and Notarized Non-Collusion Affidavit (Form 2)	A.B.
Completed Stockholder Statement of Ownership (Form 3)	A.B.
Completed State of New Jersey Debarred List Affidavit (Form 4)	A.B.
Acknowledgment of Receipt of Addenda (Form 5)	A.B.
Completed Disclosure of Investment Activities in Iran (Form 6)	A.B.
Completed Certification of Ethics Complaint Disclosure (Form 7)	A.B.
Mandatory Equal Employment Opportunity Language (Form 8)	A.B.
Required Evidence Affirmative Action Regulations (Form 9)	A.B.
Americans with Disabilities Act of 1990 (Form 10)	A.B.
Certification of Compliance with City of Asbury Park Pay to Play Ordinance (Form 11)	A.B.
	A.B.
State of New Jersey Business Registration Certificate (Sample 1)	A.B.
W9 Form (Sample 2)	A.B.

NON-COLLUSION AFFIDAVIT (FORM 2)

Massachusetts
STATE OF ~~NEW JERSEY~~

SS:

Suffolk
COUNTY OF ~~MONMOUTH~~

I, Assaf Biderman, of the City of Cambridge, in the State of Massachusetts New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of Superpedestrian, Inc., the vendor submitting the Proposal for the operation of an e-scooter concession within the City of Asbury Park New Jersey, and I have executed the Proposal with full authority to do so. Further, the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Asbury Park rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Assaf BidermanCEO

Name of Firm or Individual
(Print Name)

Title

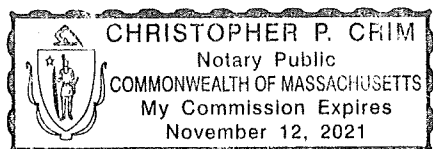
Assaf Biderman
Signature

April 7, 2021
Date

Subscribed and sworn before me on this 7
day of April, 2021

[Signature]
Notary Public of

My commission expires 11/12, 2021.

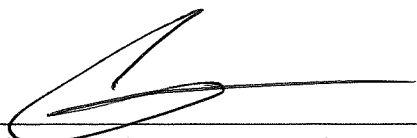


STOCKHOLDER STATEMENT OF OWNERSHIP (FORM 3)

I certify that the list below contains the names and home addresses of all persons holding ten (10) percent or more of the issued and outstanding stock or partnership interest in the undersigned (partnership) (corporation), as well as the names and home addresses of all persons who own an interest in any entity which owns ten (10) percent or more of said partnership or corporation.

Superpedestrian, Inc.

Name of Corporation or Partnership



 Witness and Corporate Seal

Assaf Biderman

By: Name/Title (Print)

Signature

A. Biderman le/c

Shareholders or Partners:

Name: Assaf Biderman

Address: 84 Hamilton St | Cambridge MA 02139

Name: Santo Politi

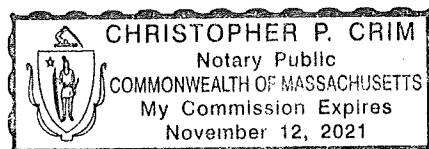
Address: 137 Newbury St #8 | Boston MA 02116

Name: David Fialkow

Address: 20 University Road | Cambridge MA 02138

Name: Daniel Hescovici

Address: 281 Witherspoon Street | Princeton NJ 08540



On this 7 day of April, 2021, before me, the undersigned notary public personally appeared Assaf Biderman (name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License to be the person whose name is signed on the preceding or attached document in my presence.

(official signature and seal of notary)
 My commission expires: 11/12

STOCKHOLDER DISCLOSURE CERTIFICATION (FORM 3 CONTINUED)**Name of Business:** Superpedestrian, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation ☐ Non-Profit**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name: Assaf Biderman
Superpedestrian Founder & CEO
 Home Address: 84 Hamilton St
Cambridge MA 02139

Name: Santo Politi
Spark Capital
 Home Address: 137 Newbury St #8
Boston MA 02116

Name: David Fialkow
General Catalyst
 Home Address: 20 University Road
Cambridge MA 02138

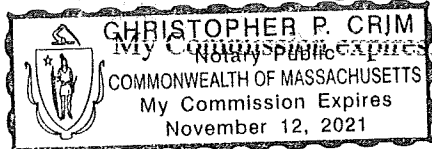
Name: Daniel Hescovici
Edison Partners
 Home Address: 281 Witherspoon Street
Princeton NJ 08540

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Subscribed and sworn before me this 7 day of
April, 2021.

(Notary Public)



A. Biderman Wc
 (Affiant)

ASSAF BIDERMAN, CEO
 (Print name & title of affiant)

(Corporate Seal)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 4)

Massachusetts
STATE OF ~~NEW JERSEY~~ ^{cec}
SS:
Suffolk
COUNTY OF ~~MONMOUTH~~ ^{ca}

I, Assaf Biderman, of the Superpedestrian, Inc. of
City of Cambridge in the County of Middlesex and the State of
Massachusetts, of full age, being duly sworn according to law on my oath depose and say
that:

I am Assaf Biderman, an officer of the firm of Superpedestrian, Inc.,
vendor making the Proposal for the above-named Project, and I hereby certify that I have executed
the said Proposal with full authority to do so; that said vendor at the time of making this Proposal
is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended or
Disqualified Bidders; and that all statements contained in said Proposal and in this Affidavit are
true and correct, and made with the full knowledge that the City of Asbury Park relies upon the
truth of the statements contained in said Proposal and in the statements contained in this Affidavit
in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal
appear on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time
prior to, and/or during the life of the contract, including the Guarantee period, the City of Asbury
Park shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as vendor is subject to
disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the
consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined
according to applicable laws and regulations.

Superpedestrian, Inc. | 84 Hamilton Street Cambridge, MA 02139

Name and Address of Vendor

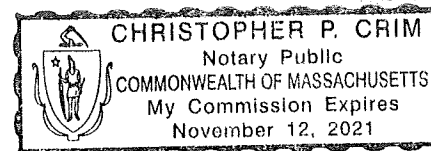
Assaf Biderman, CEO

Name and Title of Affiant

Subscribed and sworn before me on this
7 day of April, 2021.

[Signature]
Notary Public of

My commission expires 11/12, 2021.



Attachment: Superpedestrian-Asbury Park (2021-217 : Award of E-Scooter Share Program)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 5)

The undersigned vendor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addenda were received, initial here: A.B.

Acknowledged for: Superpedestrian, Inc.
(Name of Vendor)

By: A. Bidman
(Signature of Authorized Representative)

Name: Assaf Biderman
(Print or Type)

Title: CEO

Date: April 7, 2021

City of Asbury Park

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (FORM 6)
REQUEST FOR PROPOSALS – E-SCOOTER CONCESSION WITHING THE CITY
OF ASBURY PARK NEW JERSEY**

PART 1: CERTIFICATION

**VENDOR MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL
RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55, et seq.), any person or entity (vendor) that submits a bid or a proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at:

Vendors must review this list prior to completing the below certification. Failure to complete the certification will render a vendor's proposal non-responsive. If the contracting unit determines that a vendor submits a false certification, the contracting unit shall report the name of the vendor to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PLEASE CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to Public Law 2012 c.25, that neither the vendor listed above nor any of the vendor's parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

☐ I am unable to certify as indicated above because the vendor and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposed being rendered as non-responsive, and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the vendor/entity, or one of its parents, subsidiaries and/or affiliates, engaging in investment activities as described in N.J.S.A. 52:32-56(f) by completing the boxes below.

Name: _____
 Relationship to
 Vendor: _____
Description of Activities:
 Duration of
 Engagement: _____
 Anticipated Cessation
 Date: _____
 Vendor's Contact
 Name: _____
 Contact Phone
 Number: _____
 Contact
 Address: _____

☐ **ADDITIONAL ACTIVITIES/CONTINUATION SHEETS** (Check this box if you are including additional activities.): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of attachments: _____

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the City, in writing, of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City and that the City, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name

(Print): Assaf Biderman

Signature: A. Biderman

Title: CEO

Date: April 7, 2021

Vendor: Superpedestrian, Inc.

Vendor's Phone Number and/or Contact Information:

Phone: 617-945-1604 | proposals@link.city

City of Asbury Park

**CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 7)
REQUEST FOR PROPOSALS – E-SCOOTER CONCESSION WITHING THE CITY OF
ASBURY PARK NEW JERSEY**

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of Superpedestrian, Inc. (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

1. _____
2. _____
3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: A. Biderman Sec Date: April 7, 2021

Name: Assaf Biderman

Title: CEO

Name of Firm: Superpedestrian, Inc.

Address: 84 Hamilton St
Cambridge, MA 02139

Attachment: Superpedestrian-Asbury Park (2021-217 : Award of E-Scooter Share Program)

City of Asbury Park

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (FORM 8)

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment Contractor which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public consultant, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public Contractor through the Division's website at

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: A. Bidman [Signature]

Print Name: Assaf Biderman

Name & Address of Company:

Superpedestrian, Inc.

84 Hamilton St.

Cambridge, MA 02139

Dated: April 7, 2021

City of Asbury Park
REQUIRED EVIDENCE (FORM 9)
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service firms will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the Contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the Contractor has an existing federally approved or sanctioned Affirmative Action Program.

OR

2. A Certificate of Employee Information Report Approval.

OR

3. If you do not have either of the above, check below:

 X Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report).

The following questions must be answered by all firms:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes _____ No X

2. Do you have a State Certificate of Employee Information Report Approval?

Yes _____ No X

You shall submit a photostatic copy of such certificate.

The undersigned Contractor certifies that it is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The Contractor must be rejected as non-responsible if the Contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for firms having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

BY:

Assaf Biderman
Assaf Biderman, CEO

City of Asbury Park
AMERICANS WITH DISABILITIES ACT OF 1990 (FORM 10)

Equal Opportunity for Individuals with Disability

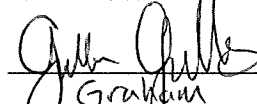
The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:


 BY: John Gullans

VENDOR: Superpedestrian, Inc.

Signed: A. Biderman 

BY: Assaf Biderman, CEO

SIGNED: APRIL 2021

City of Asbury Park

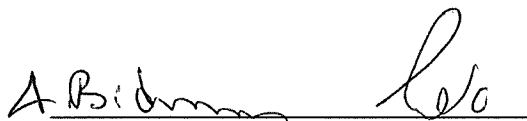
**CERTIFICATION OF COMPLIANCE (FORM 11)
WITH CITY OF ASBURY PARK PAY TO PLAY ORDINANCE**

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have reviewed a full copy of Section 2-76 of the Asbury Park City Code (either online or in person).

I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

VENDOR: Superpedestrian, Inc.

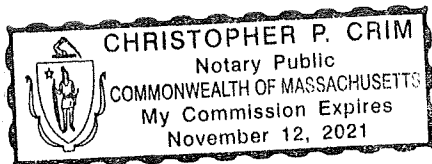


BY: Assaf Biderman, CEO

Subscribed and sworn to before me this 7
day of April, ~~2016~~ 2021
CEC



Notary Public



Mail to:
PO Box 308
Trenton, NJ 08646

**STATE OF NEW JERSEY
DIVISION OF REVENUE AND ENTERPRISE SERVICES**

Overnight to:
33 West State St 5th FL
Trenton, NJ 08608

FEE REQUIRED PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. **Business Name:** Superpedestrian, Inc.

2. **Type of Business Entity:** F R
(See instructions for Codes, Page 21, Item 2)

3. **Business Purpose:** Rental of Electric Scooters
(See instructions for Codes, Page 21, Item 3)

4. **Stock** (Domestic Corporations only; LLCs and Non-Profits leave blank)

5. **Duration** (If Indefinite or Perpetual, leave blank):

6. **State of Formation/Incorporation** (Foreign Entities Only):
Delaware

7. **Date of Formation/Incorporation** (Foreign Entities Only):
07/20/2012

8. **Contact Information:**
Registered Agent Name TRAC – The Registered Agent Company

Registered Office:
(Must be a New Jersey street address)

Street 14 Scenic Drive
City Dayton Zip 08810

Main Business or Principal Business Address:

Street 84 Hamilton Street
City Cambridge State MA Zip 02139

9. **Management** (Domestic Corporations and Limited Partnerships Only)
- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
 - Domestic Non-Profits list Board of Trustees, minimum of 3;
 - Limited Partnerships list all General Partners.

Name

Street Address

City

State MA Zip 02139

Zip

STATE TROOP 1000

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. **Incorporators** (Domestic Corporations Only, minimum of 1)

Name

Street Address

City

State

Zip

Signature(s) for the Public Record (See instructions for information on Signature Requirements)

Signature

Name

Title

Date

Marc Frenkel

Marc Frenkel

VP/Head of Finance

2-5-21

0101057486

Public Records Filing for New Business Entity (continued)

11. Additional Entity – Specific Information

A. Domestic Non-Profit Corporations (Title 15A) – For IRS exemption considerations, see instructions

1a. The corporation shall have members:..... ☐ Yes ☐ No

If yes, qualification shall be:

☐ As set forth in the by-laws or ☐ As set forth herein:

1b. The rights and limitations of the different classes of members shall be:

☐ As set forth in the by-laws or ☐ As set forth herein:

2. The method of electing the trustees shall be:

☐ As set forth in the by-laws or ☐ As set forth herein:

3. The method of distribution of assets shall be:

☐ As set forth in the by-laws or ☐ As set forth herein:

B. Foreign Corporations - Profit, Non-Profit and Foreign Legal Professional (Titles 14A and 15A)

Attach a certificate of good standing/existence from the state of incorporation not greater than 30 days old to this form.

C. Limited Partnerships (Title 42:2A)

1. Set forth the aggregate amount of cash and a description and statement of the agreed value of other property or services contributed (or to be contributed in the future) by all partners:

2. Do the limited partners have the power to grant the right to become a limited partner to an assignee of any part of their partnership..... ☐ Yes ☐ No
If yes, list the terms/conditions of that power:

3. Do the limited partners have the right to receive distributions from a partner which includes a return of all or any part of the partner's contributions?..... ☐ Yes ☐ No
If yes, list the applicable terms:

4. Do the general partners have the right to make distributions to a partner which includes a return of all or any part of the partner's contributions?..... ☐ Yes ☐ No
If yes, list the applicable terms:

5. What are the rights of the remaining general partners to continue the business in the event that a general partner withdraws? List below:

D. Foreign Limited Partnerships (Title 42:2A)

Set forth the aggregate amount of cash and a description and statement of the agreed value of other property or services contributed (or to be contributed in the future) by all partners:

Delaware

The First State

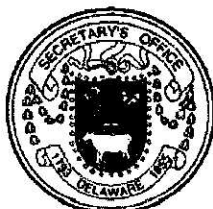
Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUPERPEDESTRIAN, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF FEBRUARY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SUPERPEDESTRIAN, INC." WAS INCORPORATED ON THE TWENTIETH DAY OF JULY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



5186799 8300

SR# 20210350386

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

Authentication: 202451840

Date: 02-05-21

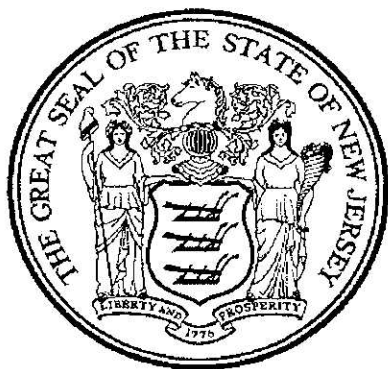
Attachment: Superpedestrian-Asbury Park (2021-217 : Award of E-Scooter Share Program)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE OF AUTHORITY

SUPERPEDESTRIAN, INC.

0101057486

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Profit Corporation organized under the laws of Delaware, has complied with all the requirements of Title 14A of the New Jersey Statutes, and that the business or activity of said Foreign Profit Corporation to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Profit Corporation filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed February 9th, 2021.



Certificate Number: 142729487

Verify this certificate online at

<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
10th day of February, 2021*

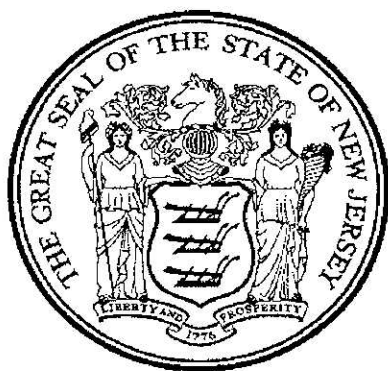
Elizabeth Maher Muoio
State Treasurer

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SUPERPEDESTRIAN, INC.

0101057486

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department a
Certificate of Incorporation on February 9th, 2021
and that the attached is a true copy of this
document as the same is taken from and compared
with the original(s) filed in this office and now
remaining on file and of record.*



Certificate Number: 142729494

Verify this certificate online at

<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
10th day of February, 2021*

Elizabeth Maher Muoio
State Treasurer

Request for Taxpayer Identification Number and Certification

Completed form should be
given to the requesting
department or the department
you are currently doing
business with.

3.D.12.a

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Superpedestrian, Inc.

Business name, if different from above. (See Specific Instruction on page 2)

dba LINK

Check the appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other

Legal Address: number, street, and apt. or suite no.

84 Hamilton Street

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

Cambridge MA 02139

City, state and ZIP code

Phone # (617) 945 1604

Fax # ()

Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

460646002

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, **in compliance with** the State Ethics Commission **requirements**.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature ▶

John Allwein

Date ▶

11/06/2020

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one online at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.



To: Mayor and City Council
From: James Bonanno, Transportation Manager
Copy: Tracy Lizardi, Qualified Purchasing Agent
Donna Vieiro, City Manager
Fred Raffetto, City Attorney
Melody Hartsgrove, City Clerk
Michael Manzella, Deputy City Manager
Date: April 26, 2021
Re: Review of E-Scoter Share RFP

As per N.J.S.A 40A:11-4.5(d) Competitive contracting proposal solicitation (from the Local Public Contracts Law; LPCL), the governing body and public must be notified of the review of the responses at least forty-eight (48) hours prior to award of a contract. As per the LPCL, this memo shall include the following:

The report shall rank vendors in order of evaluation, shall recommend the selection of a vendor or vendors, as appropriate, for a contract, shall be clear in the reasons why the vendor or vendors have been selected among others considered, and shall detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract.

The City has received four (4) complete bids for the E-Scooter Share RFP from Verve S, Link, Veo, and Bird.

To meet requirements of the LPCL, the response shall be included and referenced in the contract. The attached table summarizes the technical aspects of the responses.

Based on the review of the responses, and interviews held on April 21, 2021 the City administration recommends awarding a contract to Link to provide E-Scooter Share services for the City of Asbury Park.

Link's e-scooter share program proposal offers the availability of e-scooters to the general public between the hours of 7:00 a.m. and 9:00 p.m. at no cost to the city. As compensation for providing the City with the services of the system, the Link will collect membership/user fees. Any expansion to service must be based on mutual agreement between Link and the City of Asbury Park.

The City of Asbury Park will receive from Link a \$50,000 contract fee to help facilitate initial education and enforcement preparations as well as continuous revenue sharing of \$0.35 per ride throughout the life of the contract. Rider education and age verification will be administered regularly to ensure safe riding practices are adhered to and prevent e-scooter use by minors.

Additionally, Link will work directly with the Asbury Park Police Department on enforcement and educational initiatives.

The initial contract term will be three (3) years after the contract is signed by the City, from the date on which the service launches. The City shall have options to renew the contract for up to two (2) additional one (1) year terms. The City may exercise both (2) one-year renewal options for a total maximum contract or five (5) years.

Item	Maximum Points	Comments	Bird	LINK	Veo	S
A. Qualifications/ Experience	8	Should demonstrate relevant experience with e-scooter share systems and include staffing plan	8	7	7	4
B. Technical Criteria						
1. Planning	5	Ability to provide quality concept plan	5	5	4	3
2. Maintenance	5	Plan for maintaining stations/e-scooters, including geofence zone plan if applicable	5	4	4	4
3. Fleet Redistribution	2	Ensuring adequate number of e-scooters at stations	2	2	2	2
4. Computer System & Operations	2	Functionality of station interface & main computer system	2	2	1	2
5. E-scooters	3	Quality and type of e-scooters provided	3	3	2	1
6. Bicycle Share	1	Optional bicycle share program provided	1	0	1	1
7. Promotion/ Marketing	3	Ability to promote system to public	3	3	3	2
8. Equity	4	Quality of strategies to accommodate economically disadvantaged; Ensuring density of stations in underserved neighborhoods	3	4	2	3
9. Customer Service	2	Quality of customer service/staffing	2	2	1	1
10. Website & Mobile Apps	2	Functionality for City and public users	2	2	2	1
11. Database	2	Record keeping management system	1	2	1	1
12. Legal	2	Indemnification, insurance, etc.	2	2	2	2
13. Membership Options	2	Payment options for public and city employee memberships	2	2	1	1
14. Street Test	1	System testing before program launch	0	1	1	1
15. Innovation	1	See 3.11	1	1	0	0
16. Public Health	1	See 3.12	1	1	1	1
C. Management Criteria						
1. Financial Capability/ Sponsorships	7	Ability to secure project financing	7	7	7	6
2. Levels of Investment/ System Value	8	Ability to financially sustain system	8	8	8	6
3. Pricing Structure	5	System pricing for public usage	3	5	2	5
4. System Flexibility	4	Ability of the system to adapt to changing dynamics	3	4	3	2
5. System Expandability	3	Ability to expand system within municipalities; provide a System Expansion Plan for the future based on demographic analysis, and topographic analysis.	3	3	2	2
6. Revenue Sharing/Profit to City	5	Percentage of profit to be shared with the municipality	2	5	5	2
7. Hours of Operation	1	Convenience of times for public access to e-scooters	1	1	1	1
8. Public Health Plan	2	Strategies for preventing the spread of COVID-19	2	2	1	1
9. Rider Education	5	Ability to educate riders of E-scooter rules and proper riding etiquette	4	4	2	2
10. Age Verification Plan	4	Ability to repeatedly verify the age of all riders	4	4	1	0
D. Implementation Schedule	10	Provide implementation plan and ability to expedite schedule	10	10	8	5
TOTAL	100		90	96	75	62
Bonus: Innovation	3	Bonus points may be awarded for demonstrated innovation	1	1		

Item	Maximum Points	Comments	Bird	LINK	Veo	Verve S
A. Qualifications/ Experience	8	Should demonstrate relevant experience with e-scooter share systems and include staffing plan	8	8	7	5
B. Technical Criteria						3
1. Planning	5	Ability to provide quality concept plan	5	5	5	3
2. Maintenance	5	Plan for maintaining stations/e-scooters, including geofence zone plan if applicable	4	4	4	2
3. Fleet Redistribution	2	Ensuring adequate number of e-scooters at stations	2	2	2	2
4. Computer System & Operations	2	Functionality of station interface & main computer system	2	2	2	1
5. E-scooters	3	Quality and type of e-scooters provided	3	3	2	1
6. Bicycle Share	1	Optional bicycle share program provided	1	0	1	2
7. Promotion/ Marketing	3	Ability to promote system to public	3	3	3	1
8. Equity	4	Quality of strategies to accommodate economically disadvantaged; Ensuring density of stations in underserved neighborhoods	3	4	2	1
9. Customer Service	2	Quality of customer service/staffing	2	2	2	2
10. Website & Mobile Apps	2	Functionality for City and public users	2	2	2	2
11. Database	2	Record keeping management system	2	2	2	2
12. Legal	2	Indemnification, insurance, etc.	2	2	2	2
13. Membership Options	2	Payment options for public and city employee memberships	2	2	2	2
14. Street Test	1	System testing before program launch	1	1	1	1
15. Innovation	1	See 3.11	1	1	1	1
16. Public Health	1	See 3.12	1	1	1	1
C. Management Criteria						
1. Financial Capability/ Sponsorships	7	Ability to secure project financing	7	7	7	6
2. Levels of Investment/ System Value	8	Ability to financially sustain system	8	8	8	7
3. Pricing Structure	5	System pricing for public usage	2	4	4	5
4. System Flexibility	4	Ability of the system to adapt to changing dynamics	4	4	4	4
5. System Expandability	3	Ability to expand system within municipalities; provide a System Expansion Plan for the future based on demographic analysis, and topographic analysis.	3	3	3	2
6. Revenue Sharing/Profit to City	5	Percentage of profit to be shared with the municipality	3	5	4	1
7. Hours of Operation	1	Convenience of times for public access to e-scooters	1	1	1	1
8. Public Health Plan	2	Strategies for preventing the spread of COVID-19	2	2	2	2
9. Rider Education	5	Ability to educate riders of E-scooter rules and proper riding etiquette	5	4	5	3
10. Age Verification Plan	4	Ability to repeatedly verify the age of all riders	4	3	2	1
D. Implementation Schedule	10	Provide implementation plan and ability to expedite schedule	10	10	9	10
TOTAL	100		93	95	90	76
Bonus: Innovation	3	Bonus points may be awarded for demonstrated innovation				

<u>Submission Requirement</u>	Bird Rides, Inc.	LINK	Veo	Verse S
Completed Document Checklist (Form 1)	YES	YES	YES	YES
Completed and Notarized Non-Collusion Affidavit (Form 2)	YES	YES	YES	YES
Completed Asbury Park Stockholder Statement of Ownership (Form 3)	YES	YES	YES	YES - NOT NOTARIZED
Completed State of New Jersey Debarred List Affidavit (Form 4)	YES	YES	YES	YES
Acknowledgment of Receipt of Addenda (Form 5)	YES	YES	YES	YES
Completed Disclosure of Investment Activities in Iran (Form 6)	YES	YES	YES	YES
Completed Certification of Ethics Complaint Disclosure (Form 7)	YES	YES	YES	YES
Mandatory Equal Employment Opportunity Language (Form 8)	YES	YES	YES	YES
Required Evidence Affirmative Action Regulations (Form 9)	Requested copy of A.A. 302 Form. Proof of application must be made prior to award.	Requested copy of A.A. 302 Form. Proof of application must be made prior to award.	Requested copy of A.A. 302 Form. Proof of application must be made prior to award.	Requested copy of A.A. 302 Form. Proof of application must be made prior to award.
Americans with Disabilities Act of 1990 (Form 10)	YES	YES	YES	YES
Certification of Compliance with City of Asbury Park Pay to Play Ordinance (Form 11)	YES	YES	YES	YES
State of New Jersey Business Registration Certificate (Sample 1)	Will submit prior to award	YES	NO	NO
W9 Form (Sample 2)	YES	YES	YES	NO



To: Mayor and City Council

From: James Bonanno, Transportation Manager

Copy: Tracy Lizardi, Qualified Purchasing Agent

Donna Vieiro, City Manager
Fred Raffetto, City Attorney
Melody Hartsgrove, City Clerk
Michael Manzella, Deputy City Manager

Date: April 26, 2021

Re: Review of E-Scooter Share RFP Bird Interview April 15, 2021

On April 15, 2021 The City of Asbury Park held an interview with Bird to discuss their E-Scooter Share Proposal. The following are the questions and responses that were recorded:

Q - Please describe your proposed bicycle share program and the vehicles you provide

A – Bird is prepared to offer their “Bird Bike” in addition to their e-scooters. These bikes are electric pedal assist bikes that will operate similarly to the e-scooter program. Bikes are equipped with their own lock and rentals must be ended by locking the bicycle to a structure in a designated parking zone.

Q - Do your scooters have any special amenities we should be considering?

A – Bird scooters are equipped with three braking mechanisms to allow for a quick and controllable stop in cases of emergencies as well as an anti-tipping dual kickstand engineered to keep vehicles upright in forty mile per hour winds. Additionally, each scooter has an onboard computer that is connected with Amazon Web Services which work to deliver a more precise location of each scooter allowing them to enforce geofences and parking location within one to three feet. Finally, Bird scooters are equipped with an onboard map which gives turn by turn directions.

Q - Describe your cost to the user and any special offers such as daily or annual subscriptions

A – Bird offers rides for \$1 to unlock and \$0.39 cents per minute. \$20 Daily, \$2 weekly, and \$5 monthly membership plans are available and allow for free scooter unlocks for the duration of the membership. Users are still charged \$0.39 per minute with these memberships.

Q - What cost reductions do you offer to low income or other users?

A – Bird can offer 50% off for low income, seniors, students with Pell Grants, veterans, and employees of community-based organizations and non-profits. Users without smartphones can also rent by text message.

Q - Is there flexibility in your proposed revenue sharing plan?

A – Bird proposes a revenue share of \$0.15 per ride and 20% of ad revenue. Bird is willing to discuss alterations to the share of ad revenue.

Q - What educational content do you provide to your users and how often?

A – Bird uses in-app pop-ups and safety quizzes that can be required as often as the City likes as well as in person scooter safety events and helmet giveaways.

Q - What kind of technology is used for age verification and how often will you be implementing it?

A - In app verification is used when users first register and can be implemented as often as the City of Asbury Park requires. User's driver licenses are scanned and users must submit a face picture to the app to verify that the user is over the age of 18.

Q - What is your plan for your scooters outside of the 7am to 9 pm operating timeframe?

A - Bird will leave e-scooters out overnight. It is strongly recommended that scooters not be collected for overnight storage as this increases costs.

Q - What data will you provide to the City of Asbury Park and what kind of access will City employees have to this data?

A - Bird provides an online portal with access for city employees to a wide array of data such as: rides per day, scooters deployed per day, a map of all current vehicle locations, ridership heat maps, ride distance, durations and start/end times. Also provided is data regarding user complaints and scooter maintenance and rider error issues.

Q - What is your approach/options for enforcement? Specifically, sidewalk riding. How can members of the public or the Police Department report bad behavior?

A - Bird prohibits sidewalk riding and uses no ride zones in coordination with their scooters' onboard computers to determine if a scooter has entered a no ride zone such as a designated sidewalk within one second. It will then bring the scooter to a slow and safe stop and direct the user to return to the riding zone. Bird also promotes safe riding by limiting vehicle speeds on different roads such as those with greater numbers of pedestrians or vehicles.



To: Mayor and City Council

From: James Bonanno, Transportation Manager

Copy: Tracy Lizardi, Qualified Purchasing Agent

Donna Vieiro, City Manager
Fred Raffetto, City Attorney
Melody Hartsgrove, City Clerk
Michael Manzella, Deputy City Manager

Date: April 26, 2021

Re: Review of E-Scooter Share RFP Link Interview April 15, 2021

On April 15, 2021 The City of Asbury Park held an interview with Link to discuss their E-Scooter Share Proposal. The following are the questions and responses that were recorded:

Q - Please describe your proposed bicycle share program and the vehicles you provide

A – Link partners with Tandem Bike share and does not provide any bicycles themselves. They instead integrate Tandem’s vehicles into the Link system providing the same program as is provided with e-scooters.

Q - Do your scooters have any special amenities we should be considering?

A – Link’s e-scooters are equipped with onboard maps as well as access to cloud mapping which allows for quicker and more accurate GPS positioning. This will avoid parking issues for users as well as give quicker responses to users taking scooters into no-ride zones such as the boardwalk.

Q - Describe your cost to the user and any special offers such as daily or annual subscriptions

A – E-Scooters are \$1 to unlock and 35 cents per minute to ride. Link also offers subscriptions of \$12-day passes and \$300 annual passes. Link is also open to the option of monthly passes if the City of Asbury Park has interest. Subscriptions provide users with free 30-minute rides for up to 30 minutes. After 30 minutes there is a \$0.35 per minute charge.

Q - What cost reductions do you offer to low income or other users?

A – Link can offer 30% off student discount, 30% year-round discount for city employees, 30% discount for residents September to may, \$50 wallet bonus for essential workers, \$20 wallet bonus for those who can prove a vaccine appointment and 70% off for low -income users. For equity purposes Link also provides rent by text and call options.

Q - Is there flexibility in your proposed revenue sharing plan?

A – Link is open to negotiation but originally proposed 25 cents per trip. Raising the revenue share cost could change rider fees. Link would be willing to raise revenue sharing to \$0.35 per ride with no additional cost to riders.

Q - What educational content do you provide to your users and how often?

A – Upon registering all users must complete a New Rider Quiz, a slow first ride, and in app ride safety tips. Safety tips and rules are also present on scooter stickers, in hand out promos and info cards, and at in person safety training, and online events such as webinars. Link has the ability to alter how often these quizzes, safety tips, and education events are offered or required based on the City's needs.

Link also works directly with law enforcement to help them enforce local laws and plans to reach out to the Asbury Park Police Department prior to the program's launch in order to discuss enforcement strategies and how Link can assist with enforcement.

Q - What kind of technology is used for age verification and how often will you be implementing it?

A - In app verification is used when users first register and can be implemented as often as the City of Asbury Park requires. Pictures of the user's driver license and face must be submitted on the app to verify that the user is over the age of 18.

Q - What is your plan for your scooters outside of the 7am to 9 pm operating timeframe?

A – Link will leave e-scooters out over night with a red light to show they are unavailable. Removing them every night is possible but that would be costly for Link which would transfer into the costs for users. Link recommends leaving them out and reviewing data such as vandalism and tip over records to see if taking them in is necessary.

Q - What data will you provide to the City of Asbury Park and what kind of access will City employees have to this data?

A – Link offers a data dashboard that city employees will have access to. It provides ridership data such as time of rental and rental duration and heat maps of scooter locations and paths.

Q - What is your approach/options for enforcement? Specifically, sidewalk riding. How can members of the public or the Police Department report bad behavior?

A – Link reviews user's rides data and targets education based on improper parking, dangerous riding, and attempts to ride outside of e-scooter zones. Link also uses geofencing technology in the cloud and onboard each scooter to better detect where on the road scooters are riding. They predict in one year's time the technology will be accurate enough to reliably determine if a scooter is on the street or the sidewalk. Scooters on the sidewalk will slowly come to a stop and notification will alert riders to return to the street. Link also provides a direct phone line for police to contact to assist with enforcement.



City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

April 26, 2021

Dear Mr. Manzella and Mr. Bonnano:

We are honored to have the opportunity to serve the residents and visitors of Asbury Park with our LINK scooter service. We look forward to providing access to sustainable and socially distant transportation in partnership for the foreseeable future, and, like you, we are committed to operating in the safest possible way for riders and non-riders alike.

In order to ensure investment in a safe and responsible shared scooter program, we are pleased to offer the City an upfront permit fee of \$50,000 to defray costs involved with setting up the program, and an ongoing revenue share of \$.35 per completed trip to the City of Asbury Park.

We would be happy to discuss any other suggestions that would ensure best in class safety for your residents, students, and visitors.

Sincerely,

Avra van der Zee

Avra van der Zee
General Counsel and Vice President, Policy and Communications
Superpedestrian

Attachment: LINK Asbury Park Rev Share 4-26-21 (2021-217 : Award of E-Scooter Share Program)



**Asbury Park, New Jersey
ORDINANCE NO. 2021-10**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS
PERTAINING TO SYLVAN AVENUE, ADAM'S STREET, ATKINS AVENUE, AND
AVENUE A**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-20 ONE-WAY STREETS.

7-20.1 Designated.

[2000 Code § 7-20.1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2244 § 1; Ord. No. 2290 § 1; Ord. No. 2314 § 1; Ord. No. 2307 § 1; Ord. No. 2318 § 1; Ord. No. 2452 § 1; Ord. No. 2516; Ord. No. 2527; Ord. No. 2665; Ord. No. 2939; Ord. No. 2957; Ord. No. 2990; Ord. No. 2015-47; Ord. No. 2016-11; Ord. No. 2016-27; Ord. No. 2017-34; Ord. No. 2017-42]

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
Adam's Street	West	Sylvan Avenue to Avenue A	South side

7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

<<https://ecode360.com/34669607>>

[2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015--28; Ord. No. 2017-42; Ord. No. 2018-38]

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for.

<i>Name of Street</i>	<i>Sides</i>	<i>Location</i>
Sylvan Avenue	a. east	Springwood Avenue to Boston Way
Atkins Avenue	a. east	Springwood Avenue to Adams Street
Avenue A	a. east	Springwood Avenue to Adams Street

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-10 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-11**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS
PERTAINING TO THE CITY'S ALLEYWAYS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-20 ONE-WAY STREETS.

7-20.1 Designated.

[2000 Code § 7-20.1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2244 § 1; Ord. No. 2290 § 1; Ord. No. 2314 § 1; Ord. No. 2307 § 1; Ord. No. 2318 § 1; Ord. No. 2452 § 1; Ord. No. 2516; Ord. No. 2527; Ord. No. 2665; Ord. No. 2939; Ord. No. 2957; Ord. No. 2990; Ord. No. 2015-47; Ord. No. 2016-11; Ord. No. 2016-27; Ord. No. 2017-34; Ord. No. 2017-42]

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
-----------------------	------------------	---------------	--------------------------

Roseland Lane	West	Comstock Street to New Street	None
Cuba Lane	East	Bridge Street to Langford Street	None
Fisch's Lane	West	Langford Street to Comstock Street	None
Albion Lane	East	Comstock Street to Langford Street	None
Charms Lane	West	Langford Street to Comstock Street	None

7-22 STOP INTERSECTIONS. <<https://ecode360.com/34669625>>

[2000 Code § 7-22; Ord. No. 2023 § 1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2217 § 1; Ord. No. 2244 § 1; Ord. No. 2250 § 1; Ord. No. 2263 § 1; Ord. No. 2367; Ord. No. 2273 § 1; Ord. No. 2389 § 1; Ord. No. 2461 § 1; Ord. No. 2559; Ord. No. 2570; Ord. No. 2665; Ord. No. 2675; Ord. No. 2871; Ord. No. 2883; Ord. No. 2888; Ord. No. 2015-32]

Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described are hereby designated as Stop Intersections. Stop signs shall be installed as provided therein.

<i>Intersection</i>	<i>Stop sign(s) on</i>
Kershaw Lane and New Street	Kershaw Lane (westbound traffic)
Kershaw Lane and New Street	Kershaw Lane (eastbound traffic)
Roseland Lane and Pine Street	Roseland Lane (westbound traffic)
Roseland Lane and New Street	Roseland Lane (westbound traffic)
Roseland Lane and New Street	Roseland Lane (eastbound traffic)
Cuba Lane and Pine Street	Cuba Lane (eastbound traffic)
Cuba Lane and Comstock Street	Cuba Lane (eastbound traffic)
Cuba Lane and Langford Street	Cuba Lane (eastbound traffic)
Fisch's Lane and Comstock Street	Fisch's Lane (westbound traffic)
Fisch's Lane and Comstock Street	Fisch's Lane (eastbound traffic)
Albion Lane and Comstock Street	Albion Lane (eastbound traffic)
Albion Lane and Langford Street	Albion Lane (eastbound traffic)
Charms Lane and Comstock Street	Charms Lane (westbound traffic)
Charms Lane and Comstock Street	Charms Lane (eastbound traffic)

7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

<<https://ecode360.com/34669607>>

[2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015--28; Ord. No. 2017-42; Ord. No. 2018-38]

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for.

<i>Name of Street</i>	<i>Sides</i>	<i>Location</i>
Kershaw Lane	a. North	New Street to Dead End
	b. South	New Street to Dead End
Roseland Lane	a. North	Comstock Street to Dead End
	b. South	Dead End to Comstock Street
Cuba Lane	a. North	Langford Street to Bridge Street
	b. South	Bridge Street to Langford Street
Fisch's Lane	a. North	Langford Street to Dead End
	b. South	Dead End to Langford Street
Albion Lane	a. North	Langford Street to Dead End
	b. South	Dead End to Langford Street
Charms Lane	a. North	Langford Street to Dead End
	b. South	Dead End to Langford Street

7-14 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

<<https://ecode360.com/34669571>>

[2000 Code § 7-14; Ord. No. 1197 § 1; Ord. No. 2012 § 1; Ord. No. 2062 § 1; Ord. No. 2243 § 1; Ord. No. 2253 § 1; Ord. No. 2299 § 1; Ord. No. 2320 § 1; Ord. No. 2342 § 1; Ord. No. 3057; Ord. No. 3058; Ord. No. 2018-19; Ord. No. 2018-28; 5-8-2019 by Ord. No. 2019-18]

No person shall park or stand a vehicle between the hours specified any day (except Sundays and public holidays) upon any of the streets described, except where other parking regulations have been provided for.

Monday Through Friday

Name of Street	Sides	Hours	Location
Alley	All	7:45 am to 9:15 am and 2:00 p.m. to 3:15 pm	Between Comstock Street and Pine Street adjacent to Bradley School

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-11 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-17**

**AN ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY
HANDICAPPED PERSONS AT PROPERTY LOCATED AT 1100 BLOCK OF
LANGFORD STREET IN THE CITY OF ASBURY PARK, AND AMENDING AND
SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF
CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE
CITY OF ASBURY PARK, NEW JERSEY."**

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space adjacent to property located at 1100 Langford St., in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at the 1100 block of Langford Street. a point located 90 feet south of the south/east corner of Fourth Avenue and Langford St, on Langford St. and extending 20 feet east on center therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. There is hereby established an additional restricted parking space adjacent to the property located at the 1100 block of Lanford Street, in the City, on the Asbury Park City Tax Map, which the space should be in the 1100 block of Langford St. space shall begin at a point located 90 feet south/east corner of Fourth Ave and Langford St. on Langford St and extending 20 feet on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said

parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Langford Street	South	1100 block of Langford St., in the City, on Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 90 feet south of the south/east corner of Fourth Avenue and Lanford St, on Langford St. And extending 20 feet on center therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of

Transportation within thirty (30) days of the adoption thereof.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-17 which was finally adopted by the City Council at a meeting held on the 28th day of April, 2021

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 28, 2021
REGULAR MEETING

Executive Session - 5:00 p.m.

2021-198 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Absent	
Yvonne Clayton	Councilmember	Remote	
Jesse Kendle	Councilmember	Remote	
Amy Quinn	Deputy Mayor	Remote	
John Moor	Mayor	Remote	
Melody Hartsgrove	City Clerk	Remote	
Donna Vieiro	City Manager	Remote	
Frederick Raffetto	City Attorney	Remote	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

PROCLAMATION

1. Proclaiming April 30, 2021 as Arbor Day

Proclaiming April 30, 2021 as Arbor Day.

2. Proclaiming May 6, 2021 as A Day of Prayer
Proclaiming May 6, 2021 as A Day of Prayer.

Special Event Applications

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Deputy City Manager, Michael Manzella and Transportation Manager, James Bonnano presented an E-Scooter Share Program to Mayor and Council.

Matters from City Council

Council member Clayton stated, I am really excited that the restrictions are being lessened but we still have COVID, so don't relax too much. Free testing is going to happen at the transportation center on Wednesday, May 12th from 4:00PM to 7:00PM. Anyone in the city that is looking for assistance getting a vaccine scheduled please call our Social Services Department at 732-775-0960. If you need transportation to a vaccine location, that can be arranged. You can call 732-431-6480.

Council member Kendle stated, this past Monday Eileen Chapman and myself had the privilege with having coffee with the residents of Asbury Park, coffee with the residents. It was a good experience and I just want to thank all the people that came out. A lot of respect was shown. I also want to thank Sonia for the good job she did and helping us out. Keep wearing your mask and keep being safe.

Deputy Mayor Quinn stated, one thing I want to say and it's happening nationally, it's happening state-wide, and it's happening locally is hiring. I know a number of our small businesses have been tittering throughout this pandemic and I would just ask that we treat the small businesses here with kindness when they start the reopening process and when these numbers start to go up, and if they are struggling getting staff that we just be kind.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Viero had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Clayton and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment about the Ansell, Grimm & Aaron Law Firm, Peter Siegel made a comment about the recent Special Election, Rita Marano made a comment about E-Scooters and the City Attorney Frederick Raffetto, and Polli Schildge made a comment about E-Scooters. A motion to close the meeting to the public was made by Council member Kendle and seconded by Mayor Moor. All were in favor.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

1. Municipal Council Executive Meeting March, 24, 2021
2. Municipal Council Executive Meeting April 14, 2021
3. Municipal Council - Regular Meeting - Apr 14, 2021 6:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-199 Resolution Approving Special Event Applications

2021-200 Resolution Amending Temporary Budget Appropriations for 2021 Budget

2021-201 Resolution of Support from Local Governing Body Authorizing the Sustainable Jersey Grant funded by PSEG

2021-202 Authorize Submission of a Grant Application to The State Of New Jersey Department of Law and Public Safety Office of The Attorney General. SFY21 Body Worn Camera Grant Program

2021-203 Resolution Adopting a Purchasing Manual to Establish the Purchasing Policy and Procedures for the City of Asbury Park

2021-204 Authorizing Appointments to the "Environmental/Shade Tree Commission"

INDIVIDUAL RESOLUTIONS

2021-205 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor
ABSENT:	Eileen Chapman

2021-206 Resolution Awarding a Contract to Allied Signage Corporation for the Citywide Wayfinding Project

RESULT:	TABLED [UNANIMOUS]
	Next: 5/12/2021 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-207 Awarding of a Contract to Millennium Communications Group for Cameras and Electronics at Library Square Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-208 Awarding of a Contract to Millennium Communications Group for South Boardwalk Security Upgrades

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-209 Awarding of a Contract to Millennium Communications Group for Cameras and Wireless Equipment at Cookman and Madison Avenue

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-210 Resolution Appointing PKF O'Connor Davies to Conduct a Sewer Rate Study, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-211 Resolution Authorizing an Agreement for Monthly Toxicity Testing at the Sewer Plant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-212 Appointing Shore Point Architecture to Provide Architectural and Engineering Services for the New Fire Station and Authorizing the Award of a Non-Fair and Open Professional Service Contract

RESULT:	ADOPTED [3 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Jesse Kendle, Amy Quinn, John Moor
NAYS:	Yvonne Clayton
ABSENT:	Eileen Chapman

2021-213 Resolution Authorizing Purchase of Ammunition for the Police Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-214 Resolution of The Mayor and City Council of The City Of Asbury Park Referring Proposed Amendment(s) To The Section Entitled “District Standards and “Definitions” In The Central Business District Redevelopment Plan To The City Of Asbury Park Planning Board, And Directing The Planning Board To Take Certain Actions Pursuant To N.J.S.A. 40a:12a-7(E)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-215 Resolution Authorizing Change Order Number One for 1117 Sunset Avenue Demolition

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-217 Award of E-Scooter Share Program for the City of Asbury Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

ORDINANCES

Second Reading/Public Hearing

2021-10 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to Sylvan Avenue, Adam's Street, Atkins Avenue, and Avenue A

A motion to open 2021-10 to the public was made by Council member Kendle and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli and Rita Marano made comments about Adams Street.

A motion to close 2021-10 was made by Mayor Moor and seconded by Council member Kendle.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-11 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to the City's Alleyways

A motion to open 2021-11 to the public was made by Council member Clayton and seconded by Council member Kendle. All in favor. The following members of the public spoke: Polli Schildge and Ernest Mignoli made comments about the city's alleyways, and Rita Marano asked a question about Transportation Manager James Bonanno.

A motion to close 2021-11 was made by Council member Kendle and seconded by Mayor Moor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-17 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1100 Block of Langford Street in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

A motion to open 2021-17 to the public was made by Council member Kendle and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli made a comment about handicapped parking. A motion to close 2021-17 was made by Deputy Mayor Quinn and seconded by Mayor Moor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

ADJOURNMENT

The meeting was adjourned at 7:23 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Kendle. All in favor. Meeting was adjourned at 7:23 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk