

J. THOMAS CURCIO
County Road Supervisor

SCOTT J. WATERS
Asst. County Road Supervisor



**COUNTY OF OCEAN
ROAD DEPARTMENT**

129 Hooper Avenue, P.O. Box 2191, Toms River, NJ 08754-2191
Telephone: 732-929-2133 • Fax: 732-506-5085

FRANK J. RUNZA
General Supervisor, Roads

JAMES C. GOMULKA
General Supervisor, Roads

ARTHUR W. REECE
General Supervisor, Roads

Ms. Beverley Konopada
Municipal Clerk
Borough of Mantoloking
340 Drum Point Road, 2nd floor
P.O. Box 4391
Brick, NJ 08723

RECEIVED
MANTOLOKING BOROUGH HALL
2018 DEC 12 A 11:50
202 DOWNER AVE
MANTOLOKING, NJ 08738

December 5, 2018

Re: 2019 Schedule "C" Agreement

Dear Ms. Konopada,

Enclosed are the 2019 Schedule "C" Agreements. It is requested that you carefully review these documents as there are changes to the Agreements.

When preparing your Agreements the following should be noted:

1. No paving projects or work will be performed, and no materials will be supplied without a **signed** Agreement which indicates the amount the Local Governmental Unit is appropriating for all Schedule "C" Services and materials. If you desire road overlay services, major construction or drainage work you **MUST** complete the page entitled "List of Schedule "C" Major Projects Request" and be sure to appropriate enough funds in your initial agreement and your resolution to cover the anticipated expenses.
2. If your Local Governmental Unit uses the services or materials of a County Department other than the Road Department, it will be necessary for you to appropriate an amount for those services and materials. Your Resolution should reflect a set amount to be appropriated for services or materials supplied by the Road Department and an additional amount appropriated for Engineering or Vehicle Services materials and supplies. We will be executing one agreement; however, your resolution must indicate the amount to be appropriated for each department. Agreements must be completed in full and have the page entitled "List of Schedule "C" Major Projects Request" completed for all major projects you desire. Incomplete Agreements and/or failure to appropriate sufficient funds in your resolution for each department that will be providing materials or supplies to you will cause a delay in

processing your agreement. Bear in mind that the person named in section 3 of the Agreement will be the only person we consider authorized to request services/materials. We will be requiring all requests to be in writing and received at the Road Department office prior to approval of any service being scheduled or material received. Faxed requests will be acceptable.

3. Each County department from which you receive materials or services will be doing their own billing. You will be receiving invoices from each department detailing the cost due for that department. It will be necessary for you to make payment to each department so that your account can be properly maintained.
4. For Schedule "C" Paving projects only, that at the discretion of the County Road Supervisor, we are able to offer traffic control services for a fee of \$3.00 per ton of asphalt applied.

Schedule "C" services and materials are offered to the 33 municipalities and County related departments. Therefore all School Districts desiring materials or services from Ocean County Road Department will be referred to Municipal Officials and all billing will be with the municipality only.

If you have any questions please do not hesitate to contact me.

Sincerely,



Scott J. Waters
Assistant County Road Supervisor

SW:rz

Enclosure: Two (2) 2019 "C" Agreements (Return **BOTH** originals)
One (1) Schedule "C" Sample Agreement
One (1) Schedule "C" Checklist
Two (2) Major Project Requests – (Return BOTH originals)
One (1) Schedule "C" Labor & Equipment Rates (Retain for your files.)

4. Materials or supplies, if available, will be issued to the Local Governmental Unit from the County yard or warehouse. Except during emergencies, all purchase requests for materials and supplies shall be in writing.

5. Each County Department shall invoice the Local Governmental Unit for materials and supplies delivered and services rendered. Monies due shall be paid by the Local Governmental Unit to the County within thirty (30) days after the Local Governmental Unit's receipt of said invoices.

6. The applicable rates and charges for equipment and labor are set forth in the List of Labor and Equipment Costs, which is attached hereto and made a part hereof.

A. The Local Governmental Unit may request the County to provide for the disposition of sweeping materials from the Local Governmental Unit site. All costs associated with the disposition of these materials, including, but not limited to, all costs incurred in the inspection, testing, classification, screening and ultimate disposition of the sweepings, shall be the responsibility of the Local Governmental Unit and shall be included in the County's next invoice for payment by the Local Governmental Unit.

B. When requested by the Local Governmental Unit to sweep municipal roads or properties, the materials collected will be disposed of at a designated municipal site. If the Local Governmental Unit is unable to provide a site, the County will store the municipal sweepings at the nearest County garage and the Local Governmental Unit will be responsible for all costs incurred as described in paragraph A.

7. The Local Governmental Unit hereby covenants and agrees to save harmless the County, its agents, officials and employees from any and all suits, damages, claims or other causes of action, including reasonable attorneys' fees, which may result from performance of this Agreement by the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

COUNTY OF OCEAN

Clerk of the Board

By: _____
Virginia E. Haines-Freeholder-Director

ATTEST:

GOVERNMENTAL UNIT

Signature

Signature

Print Name

Title

Print Name

Title

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COUNTY OF OCEAN

Clerk of the Board

By: _____
Virginia E. Haines-Freeholder-Director

ATTEST:

GOVERNMENTAL UNIT

Signature

Signature

Print Name Title

Print Name Title

SAMPLE

INTERGOVERNMENTAL AGREEMENT SCHEDULE C

THIS AGREEMENT made this _____th day of _____, 2019, between the County of Ocean, a body politic of the State of New Jersey (hereinafter called the "County"), and the _____ a Local Governmental Unit of the State of New Jersey (hereinafter called "Local Governmental Unit").

Commented [1]: LEAVE DATE BLANK, WILL BE FILLED IN BY THE CLERK OF THE BOARD.

Commented [2]: TYPE OR PRINT MUNICIPAL OR ENTITY NAME.

WITNESSETH:

WHEREAS, it is the desire of the Ocean County Board of Chosen Freeholders to assist the Local Governmental Unit in the repair and maintenance of its streets and property, road overlay, in addition to providing certain materials and supplies in connection therewith; and

WHEREAS, the Local Governmental Unit desires to enter into an Agreement with the County for such services;

NOW, THEREFORE, in consideration of the mutual terms and conditions and covenant herein contained, the parties agree as follows:

1. If requested by the Local Governmental Unit, the County, at the discretion of the County Road Supervisor, except for items F, G, and H, which shall be at the discretion of the County Engineer, and item I which shall be at the discretion of the Vehicle Services Director will assist the Local Governmental Unit in the following ways:

- A. Mowing of plant growth along local governmental units roads or property;
- B. Plowing snow on local governmental units roads or property;
- C. Purchase of materials or supplies for the maintenance of local governmental unit roads or property;
- D. Sweeping of local governmental units roads or property;
- E. Road overlay (List of Schedule "C" Major Projects Request must be completed);
- F. Curbs and Sidewalks on local governmental unit roads;
- G. Repair of traffic signals;
- H. Traffic signs or pavement marking;
- I. Vehicle Maintenance Services.

2. This Agreement shall take effect upon execution by the parties and shall remain in full force and effect through December 31, 2019. The total amount of the Local Governmental Unit purchases of goods and services under this Agreement shall not exceed the sum of _____

_____ Dollars and no cents (\$ _____) during the term of this Agreement. The Local Governmental Unit certifies that sufficient funds are available in its current Budget to cover the cost of the Agreement.

Commented [3]: TYPE OR PRINT TOTAL DOLLAR AMOUNT IN WORDS.

Commented [4]: TYPE OR PRINT TOTAL DOLLAR AMOUNT IN NUMBERS.

3. This Agreement will be administered on behalf of Ocean County by the Ocean County Board of Chosen Freeholders or their Designee and by _____

(print name and title of responsible person)

on behalf of the Local Governmental Unit.

Commented [5]: THIS IS THE PERSON YOU DESIGNATE TO REQUEST MATERIALS, SUPPLIES AND SERVICES.

4. Materials or supplies, if available, will be issued to the Local Governmental Unit from the County yard or warehouse. Except during emergencies, all purchase requests for materials and supplies shall be in writing.

5. Each County Department shall invoice the Local Governmental Unit for materials and supplies delivered and services rendered. Monies due shall be paid by the Local Governmental Unit to the County within thirty (30) days after the Local Governmental Unit's receipt of said invoices.

6. The applicable rates and charges for equipment and labor are set forth in the List of Labor and Equipment Costs, which is attached hereto and made a part hereof.

A. The Local Governmental Unit may request the County to provide for the disposition of sweeping materials from the Local Governmental Unit site. All costs associated with the disposition of these materials, including, but not limited to, all costs incurred in the inspection, testing, classification, screening and ultimate disposition of the sweepings, shall be the responsibility of the Local Governmental Unit and shall be included in the County's next invoice for payment by the Local Governmental Unit.

B. When requested by the Local Governmental Unit to sweep municipal roads or properties, the materials collected will be disposed of at a designated municipal site. If the Local Governmental Unit is unable to provide a site, the County will store the municipal sweepings at the nearest County garage and the Local Governmental Unit will be responsible for all costs incurred as described in paragraph A.

7. The Local Governmental Unit hereby covenants and agrees to save harmless the County, its agents, officials and employees from any and all suits, damages, claims or other causes of action, including reasonable attorneys' fees, which may result from performance of this Agreement by the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

COUNTY OF OCEAN

Clerk of the Board

By: _____
Freeholder-Director

ATTEST:

GOVERNMENTAL UNIT

Signature

Signature

Print Name

Title

Print Name

Title

AFFIX SEAL HERE

Commented [6]: THIS IS THE PERSON YOU DESIGNATE IN YOUR RESOLUTION AS AUTHORIZED TO EXECUTE THE AGREEMENT. THIS NAME MUST BE THE SAME NAME AS IN YOUR RESOLUTION.

Commented [7]: THIS IS THE PERSON YOU DESIGNATE IN YOUR RESOLUTION AS AUTHORIZED TO EXECUTE AND ATTEST TO THE SIGNATURES ON THE AGREEMENT. THIS NAME MUST BE THE SAME NAME AS IN YOUR RESOLUTION.

Commented [8]: AFFIX MUNICIPAL OR ENTITY SEAL UNDER NAME OF PERSON ATTESTING TO THE SIGNATURES.

**County of Ocean
Local Governmental Units
Schedule "C" Checklist**

Prior to forwarding the Schedule "C" Agreements and local governmental resolution to the County agencies, please ensure that:

- 1) The date is left **BLANK**, this will be filled in by the Clerk of the Board.
- 2) The whole dollar (no pennies) amount is **written out** and in **numeric form**.
- 3) **Name and title of person you designate to request materials, supplies and services on behalf of the Local Governmental Unit is shown at the bottom of the first page.** This person will be the only person the County considers authorized to request Schedule "C" materials, supplies, or services.
- 4) Signature pages contain the **original signature** (no stamps) in **blue ink** of the **person authorized to execute the agreement on the right side of page** and **original signature** (no stamps) in **blue ink** **person authorized to execute and attest to the signatures on the left side of page**. The persons named in your resolution must be the same persons signing and attesting to the Agreement.
- 5) **Raised seal is included below signature of person attesting.**
- 6) Certified Resolution must include the year or time period (2019 or January 1 to December 31, 2019).
- 7) Certified Resolution must specify the whole dollar (no pennies) amount to be appropriated for **each Department** the Local Governmental Unit will be dealing with and must include the total amount **NOT TO EXCEED** (all appropriations totaled) of the Agreement.
- 8) Major Projects attachment is completed listing the actual projects to be performed, if **NONE**, write **NONE**, or for the purchase of supplies, and return with completed agreement.
- 9) Return two (2) completed Agreements including signature pages.
- 10) **Certified** copy of the Local Governmental Unit resolution is attached.

SCHEDULE 'C'

MAJOR PROJECTS REQUEST

This form must be completed whether or not you are requesting any Major Projects and must be returned with your Agreement and Resolution. Failure to do so will delay processing of your Agreement as all Agreements must have this page completed and attached. Please write none if no projects are requested at this time.

Municipality: _____ Completed By: _____

Agreement is for the purchase of supplies only-----check here _____

Agreement is for sweeping, screening of sweepings & removal of same----check here _____

If requesting road overlay services, major reconstruction or drainage work, list projects below.
You will not be committed to doing the projects listed.

**LOCATION
OF WORK**

PARAMETERS

DESCRIPTION

SCHEDULE 'C'

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This form must be completed whether or not you are requesting any Major Projects and must be returned with your Agreement and Resolution. Failure to do so will delay processing of your Agreement as all Agreements must have this page completed and attached. Please write none if no projects are requested at this time.

Municipality: _____ Completed By: _____

Agreement is for the purchase of supplies only-----check here _____

Agreement is for sweeping, screening of sweepings & removal of same----check here _____

If requesting road overlay services, major reconstruction or drainage work, list projects below.
You will not be committed to doing the projects listed.

**LOCATION
OF WORK**

PARAMETERS

DESCRIPTION

**SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2019**

ROAD DEPARTMENT

	<u>REGULAR</u>	<u>OVERTIME</u>
Laborer	\$20.02	\$30.03
Bridge Repairman	\$21.23	\$31.85
Equipment Operator	\$24.87	\$37.31
Truck Driver, Heavy	\$27.29	\$40.94
Mechanic	\$27.29	\$40.94
Motor Broom Operator	\$30.93	\$46.40
Heavy Equipment Operator	\$30.93	\$46.40
Heavy Equipment Operator/Welder	\$32.75	\$49.13
Supervising Mechanic	\$33.96	\$50.94
Supervisor	\$42.45	\$63.68

TRAFFIC ENGINEERING

	<u>REGULAR</u>	<u>OVERTIME</u>
Traffic Analyst	\$20.75	\$31.13
Sign Maker I	\$20.42	\$30.63
Laborer	\$19.43	\$29.15
Signal Systems Worker	\$22.23	\$33.35
Traffic Maintenance Worker	\$20.27	\$30.41
Traffic Investigator	\$20.40	\$30.60
Senior Traffic Maintenance Worker	\$23.25	\$34.88
Traffic Signal Technician I	\$24.81	\$37.22
Traffic Signal Technician II	\$29.00	\$43.50
Assistant Supervisor Maintenance	\$23.62	\$35.43
Senior Traffic Analyst	\$30.23	\$45.35
Principal Traffic Analyst	\$35.16	\$52.74
Supervisor Maintenance	\$35.16	\$52.74
Signal Supervisor I	\$26.02	\$39.03
Signal Supervisor II	\$33.46	\$50.19

EQUIPMENT

HOURLY RATE

Air Compressor	\$ 30.47
Attenuator, Truck Mounted	\$ 90.00
Arrow Board	\$ 4.43
Asphalt Heater	\$ 15.00
Backhoe	\$ 47.70
Boat #3, Munson	\$ 78.95
Boat, 12' Jon	\$ 1.44
Bucket Truck, small	\$ 39.50
Bucket Truck, large	\$ 45.00
Cement Mixer	\$ 19.60
Chainsaw	\$ 2.65
Chipper	\$ 35.00
Crack Sealer	\$ 35.70 + \$25.00 per box of materials
Crane	\$ 140.00
Curb Machine	\$ 15.00
Cutting Wheel	\$ 40.00
Dozer	\$ 93.74

**SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2019**

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Excavator, Large	\$153.00
Excavator, Small	\$ 34.20
Excavator, Floating	\$105.00
Extractor	\$ 39.00
Fork Lift	\$ 18.50
Grader	\$ 67.50
Light Tower	\$ 10.68
Loader 3cy	\$ 43.85
Loader 5cy	\$ 64.00
Message Board	\$ 11.61
Mower	\$ 15.00
Pothole Patcher	\$ 65.00
Pump	\$ 10.30
Pump, 3" Gas Mud	\$ 27.10
Pump, 3" Gas Pressure	\$ 27.10
Pump, 4" Gas Pressure	\$ 41.50
Pump, 6" Gas Pressure	\$ 49.90
Pump, 4" Gas Trash	\$ 27.10
Pump, 6" Diesel Trash	\$ 49.90
Pump, 8" Trash	\$ 66.85
Raft 8' x 20'	\$ 15.00
Roll-off Container	\$ 25.00 per day/\$100 weekly (plus Landfill Disposal Fees)
Roller, 1 Ton	\$ 28.25
Roller, 5-10 Ton	\$ 32.50
Roller, over 10 Ton	\$ 39.25
Screenplant	\$ 80.50
Skid Steer Loader w/Profiler	\$ 38.50
Skid Steer Loader	\$ 36.00
Storm Sewer Cleaner	\$ 44.20
Stump Grinder	\$ 45.00
Sweeper	\$ 96.80
Sweepster	\$ 60.00
Tractor Trailer	\$ 60.00
Track Loader	\$101.30
Trailer, Dump	\$ 18.00 with no truck
Truck, Dump, 4 cy	\$ 40.00
Truck, Dump, 6 cy	\$ 48.90
Truck, Pickup	\$ 20.80
Truck, Pole	\$110.00
Truck, Rack	\$ 35.00
Truck, Roll-off	\$ 55.90
Truck, Tandem	\$ 67.70
Truck, Triaxle 23 cy	\$ 75.50
Truck, Utility	\$ 26.75
Truck, Water	\$ 55.00
Truck, Welding	\$ 65.00 does not include Labor or Materials
Van-Video	\$ 35.00
Wrecker, Large	\$ 128.00
Wrecker, Small	\$ 55.00

**SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2019**

OTHER CONDITIONS

1. Material and supplies will be billed at the County's bid price or State Contract price, whichever applies.
2. A fee of \$8.00 per ton will be billed for each ton of asphalt installed to defray labor and equipment costs. Materials (asphalt plus oil adjustment in addition to the profiler machine & fuel adjustment-if needed) to be billed at County costs.
3. During a Schedule "C" paving project, it is up to the municipality to coordinate a proper traffic control plan with your public works. If this is not an option, traffic control services may be provided for a fee of \$3.00 per ton of asphalt installed. However, if you choose to use your police department it is up to your municipality to set aside monies and facilitate this plan.
4. A hauling fee of \$3.00 per cubic yard based upon the size of the truck will be billed for each load of material hauled for the Local Governmental Unit, other than asphalt. (For example, the charge per load for a 6 cubic yard truck would be \$18.00, a 12 cubic yard truck \$36.00 and so forth). The Local Governmental Unit is responsible for the disposal costs. *The cost of the operator and truck will be additional, billed hour for hour as per the attached rate schedule in addition to the material cost.*
5. A fee of \$5.00 per cubic yard for each cubic yard of material hauled and installed (other than asphalt) will be billed for each load of material hauled and installed. *The cost of the operator and equipment will be additional, billed hour for hour as per the attached rate schedule in addition to the material cost.*
6. A fee of \$110.00 per cubic yard of material screened will be billed to defray labor and equipment costs. *The cost of disposal at the Landfill and testing of material, if necessary, will be additional.*
7. A line Striping fee of \$.25 per foot of striping will be billed to defray labor and equipment costs. If required, costs for layout will be additional. Striping services are provided in conjunction with a County overlay of a local road only.
8. A fee of \$30.00 per vehicle will be billed for the use of the County's Wash Pad service and a fee of \$35.00 per vehicle will be billed for the use of the County's Truck Wash service.
9. As per the Ocean County Vehicle Services Director, the labor rate is \$59.00 per an hour.
10. The price of fuel is derived from the Friday, Oil Price Information Service "Oil Price Daily" plus the vendor's mark up as laid out in the County's gasoline and diesel fuel bid. This will be the price charged from Saturday through the next Friday. **This type of agreement will solely be executed through Vehicle Services.**
11. In regards to any bulkhead projects we ask that you coordinate with our Engineering Department prior to submission of your plans. This will reduce the possibility of having issues with material availability.