

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-253

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CZAR
ENGINEERING, LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
34TH STREET SANDCASTLE PARK RENOVATION PROJECT

WHEREAS, the City of Ocean City requires certain construction management services for the 34th Street Sandcastle Park renovation project; and,

WHEREAS, Czar Engineering, LLC have performed these duties in the past and is determined to have the necessary expertise to continue to perform said services; and,

WHEREAS, a contract for professional engineering services with Czar Engineering, LLC may be entered into without competitive bidding pursuant to N.J.S.A. 40a:11-5(1)(a)(i); and,

WHEREAS, the contract with Czar Engineering, LLC is being awarded through an alternative, non-advertised process pursuant to N.J.S.A. 19:44A-20.5; and,

WHEREAS, Czar Engineering, LLC has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by City Council, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for City Council prior to the issuance of a purchase order therefor; and,

WHEREAS, Czar Engineering, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Czar Engineering, LLC has not made any contribution to a political or candidate committee for an elected office in the City of Ocean City, NJ in the previous one (1) year period, and that the contract will prohibit Czar Engineering, LLC from making any contributions through the term of the contract; and,

WHEREAS, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach, Jr. QPA, City Purchasing Manager, have reviewed all terms and conditions of the contract and recommend award of a professional services contract to Czar Engineering, LLC for construction management services for the 34th Street Sandcastle Park renovation project; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional services contract to **Czar Engineering, LLC, 344 West State Street, Trenton, NJ 08618** as follows:

Professional Service Contract

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Pre-Construction.....	\$1,000.00
2.	Construction Phase.....	\$30,000.00
3.	Close Out.....	\$2,000.00
Total Contract Cost for Construction Management.....		\$33,000.00

4. The term of this contract shall be in effect until the completion of work.
5. A copy of the Pay-to-Play Certification and the Business Registration Certificate (BRC) has been submitted and shall be placed on file in the City's Purchasing Division Office.
6. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be posted on the City's Public Notices Webpage.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

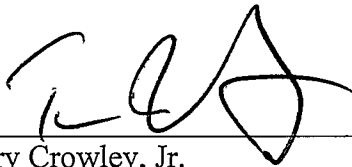
RESOLUTION
No. 26-253

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Czar Engineering, LLC for construction management services for the 34th Street Sandcastle Park renovation project.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2026 Local Municipal Budget and shall be charged to Capital Account #C-04-55-336-101.

CERTIFICATION OF FUNDS


Frank Donato III, CFO
Director of Financial Management

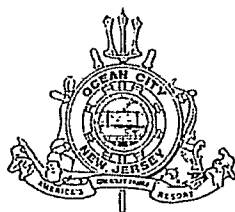

Terry Crowley, Jr.
Council President

Files: RPS 2026 Czar Sandcastle Park.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, September 10, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes		✓	✓			
Crowley	✓		✓			
Hartzell			✓			
Kelly			✓			
Levchuk			✓			
Polcini			✓			
Winslow			✓			


Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF CAPITAL PROGRAMS, PROJECT
MANAGEMENT & ENGINEERING

To: George Savastano

From: Vincent Bekier

Re: Sandcastle Park Professional Services for Construction Management

Date: August 21st, 2026

The City of Ocean City recommends Czar Engineering to provide Construction Management services for the 34th Street Sandcastle Playground renovation project.

The project includes multiple contractors for sitework, new playground amenities, and construction of a new Park Operations building. Given the timeframe in which the work needs to be completed for this project, the assistance of Czar Engineering would be beneficial to the city.

Czar Engineering has the experience and qualifications necessary to effectively coordinate the various contractors and professionals to provide field oversight, and assist the City in addressing project issues as they arise.

Respectfully,

Vincent Bekier

CZAR Engineering, L.L.C.

Lamont H. Czar, P.E.
5014 Fernwood Avenue
Egg Harbor Township, New Jersey 08234

Phone: (609) 653-9445
Fax: (609) 653-2015
www.czarengineering.com

August 11, 2026

Vincent Bekier
City of Ocean City
115 East 12th Street
Ocean City, NJ 08226

RE: 34th Street Sandcastle Playground
Ocean City, NJ

Dear Vince:

PROJECT DESCRIPTION:

The City of Ocean City has bid and awarded multiple Prime Contracts to complete the renovation, upgrade and expansion of the 34th Street Sandcastle Playground including but not limited to sitework, new playground amenities and construction of a new Park Operations building. CZAR Engineering has been requested to provide a detailed proposal to complete Program Management services during the course of the project to generally coordinate the efforts of the Prime Contractor(s) to ensure that the project is complete within budget and within the allotted contractual time frame.

PROGRAM MANAGEMENT SCOPE OF SERVICES:

1. Schedule:
 - a. Develop overall project schedule to include:
 1. Coordinated schedule based on the Prime Contractor(s) individual schedule(s)
 2. Update on a +/- monthly basis depending on progress.
2. Cost Management:
 - a. Prepare a Cost Management Report for each Prime Contractor
 - b. Review and report on a monthly basis to Ocean City
 1. Change Orders
 - Coordinate pricing for Change Orders, if any.
 - Evaluation for cost verification.

- Submit to Ocean City and the respective consultants for review and recommended disposition.
- Advise Client of cost impact to the project budget.

3. Construction Phase:

- a. Czar Engineering, LLC's Program Management services commences with the Contract Award and ends with the approval of the final payment to the Prime Contractor(s).
- b. Czar Engineering, LLC shall forward all Contractor's submittal schedule, submittals, product data and/or shop drawings to the overall project team so to not unreasonably delay the RFI/Submittal process.
 1. Coordinate processing of all Submittals and RFI's
 2. Maintain ongoing master log.
 3. Applications for Payment
 4. Develop Schedule of Values with contractor input.
 5. Process all Prime Contractor Applications for Payments with the various project consultants.
 6. Coordinate site inspections with the various consultants.
- c. During construction, advise and consult with Ocean City only to the extent permitted by the Client and by this document.
- d. Czar Engineering, LLC shall not have responsible control or charge of the construction means, methods, sequencing, site conditions, etc.
- e. Czar Engineering, LLC shall not be responsible for deficiencies in the performance of the Work or any potential safety precautions in conjunction with the Work.
- f. Site Program Management
 - 1.1.1.1 Review the status of the project +/- two (2) times per week based on the progress of the work.
 - 1.1.1.2 Attend and Chair all Project Meetings.
 - 1.1.1.3 When required, provide Observation Reports to Client noting the status of the project, manpower onsite, critical issues, inspections, etc.

2. Monthly Executive Report to Ocean City:

1. Project narrative
2. Schedule update
3. Cost Management Report(s)

2. Project Closeout:

1. Upon Receipt of a Temporary Certificate of Occupancy or acceptance from Ocean City, Czar Engineering, LLC will coordinate compilation of a punch list/ inspection by the respective consultants.
2. Czar Engineering, LLC will work with the Client, Consultants and Prime Contractor(s) in clarifying and resolving any outstanding issues including Punch List(s), potential Change Orders and/or Construction Change

- Directives.
3. Coordinate the Prime Contractor's close out documents with contract requirements, including As Built documents, Warranties, Attic Stock, Client Training, etc.

6. Fee:

Czar Engineering, LLC proposes completing the above Scope of Services for the Cost Not to Exceed Sum as follows:

1.	Pre Construction	\$ 1,000.00
2.	Construction Phase	\$30,000.00
3.	Close Out	<u>\$ 2,000.00</u>
Total Not to Exceed Fee		<u>\$33,000.00</u>

Work will continue upon our receipt of a signed copy of this fee proposal. We will invoice monthly and/or at the completion of the work and expect payment in full within thirty days. If necessary, we will require all legal fees incurred to collect unpaid accounts be paid for by the client, including letters, telephone calls, and litigation or any other expense incurred as a result of the collection process. A service charge of 2% per month (24% per annum) will also be charged on all past due accounts.

If you have any questions, please contact this office.

Sincerely,



Lamont "butch" czar, p.e.

Enclosure

Accepted this _____ day of _____, 2026

By: _____

CZAR ENGINEERING, L.L.C. ("Czar")
CONTRACT PROVISIONS

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule
constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain
legal right-of-entry on the property.

3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other
documents prepared by Czar are instruments of Czar's service that shall remain Czar's property. Upon execution of Agreement, the Czar grants to the Client a non-exclusive license to reproduce the instruments of service solely for the purposes of constructing the project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client agrees not to use Czar generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Czar without Czar's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by Czar will be at the Client's sole risk and without liability to Czar or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Czar from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by Czar will entitle Czar to further compensation at rates to be agreed upon by the Client and Czar.

4. **DISPOSAL OF SAMPLES** - Czar will discard samples upon completion of the work covered
under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** - The scope of Czar's services for this Agreement does not include

any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6.
included in the

CONSTRUCTION SERVICES - When construction-phase services are

Agreement, Czar will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform exhaustive, detailed observations or any inspections of the work.

Czar is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. Czar's observations of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7.
associates,

STANDARD OF CARE - Czar and its subsidiaries, independent professional

subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers providing similar services. Czar shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. The Client agrees that services provided by Czar will be rendered without any warranty, express or implied.

Czar shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that Czar has been engaged to provide technical professional services only, and that Czar does not owe a fiduciary responsibility to the Client.

8.
will furnish

OPINION OF PROBABLE COSTS - When required as part of our work, Czar

opinions of probable cost but does not guarantee the accuracy of such estimates and shall not be responsible for Client's reliance on Czar's opinions of probable cost. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Czar hereunder will be made on the basis of Czar's experience and qualifications and will represent Czar's judgment as an experienced and qualified design professional. Czar does not have control over the cost of labor, material,

equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by Czar. The Client shall remain liable for, and shall promptly pay Czar for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes Czar's work on the project, Czar and the Client shall renegotiate Czar's fee.

If payment of invoices by the Client is not maintained current, Czar may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to defend, indemnify and hold Czar harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** - The Client or Czar may terminate this Agreement for cause upon seven days written notice. The Client shall compensate Czar for services performed prior to termination and for prior authorized commitments made by Czar on the Client's behalf.

11. **CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute Czar's estimate to perform the services required to complete the project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. **FORCE MAJEURE** - Czar will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, pandemic and endemic, work-from-home mandates, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** - Czar and client each recognize the relative risks, rewards and benefits of the project to both the Client/Owner and Czar, the risks have been allocated so that the Client/Owner agrees to that to the fullest extent permitted by law, the total liability by Czar, its engineers and other personnel to the Client/Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement, from any cause of causes, shall be limited to the lesser amount of either five times the fees paid or due to Czar under this Agreement, or the total amount of any available professional liability insurance available to Czar at the time that the claim is resolved either by settlement, arbitration award,

or final judgment.. Such causes included, but are not limited to Czar's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This limitation of liability cost is included in this proposal as a part of Czar's basic fee unless otherwise noted. Upon the Client's request, Czar shall endeavor to obtain additional insurance coverage which shall be incorporated as an additional direct reimbursable expense to the Client.

Czar may retain consultants as independent contractors to perform services under this Agreement, on behalf of the Client, and Czar shall rely on the accuracy of information provided by said consultants. However, Czar shall not be responsible to the Client for loss allegedly arising from inaccuracies in documents or other information provided by consultants or Client.

Client and Czar agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, including but not limited to the Client's loss of use of the property, any rental expenses incurred, loss of income, profit or financing related to the property, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of any profits not related to the work under this Agreement, loss of reputation, or insolvency.

To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Czar and Client each waive any right to recover against the other for claims for damages arising during or after construction, to the extent such damages and claims are insured against, or required to be insured against, by Czar and Client under this Agreement.

14. CONFLICTS OF INTEREST - This project may presently or in the future involve parties with potentially adverse interests to those of Czar's existing or future clients ("Affected Parties" or "Affected Party"). Prior to Czar's acceptance of this assignment, Czar will make reasonable attempts to identify any Affected Parties based on information Czar has in its possession from the Client and any Affected Parties and Czar's search of its project and proposal databases. To the extent that Czar identifies a relationship with an Affected Party, Czar will inform the Client as to the identity of such parties. Client agrees to allow Czar to release to any Affected Parties the fact of Czar's engagement by the Client and any other information required to evaluate any potential conflict.

Czar's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to Czar by the Client and any Affected Parties, and by Czar's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of Czar's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from Czar's willful disregard of a relationship with the Affected Party, Czar shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between Czar and an Affected Party. Czar does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. Czar disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim

against Czar arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, Czar will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. MISCELLANEOUS

Governing Law; The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Reliance: Unless otherwise specifically indicated in writing, Czar shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless Czar from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with Czar's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by Czar.

Certifications: Czar shall not be required to sign any documents, no matter by whom requested, that would result in Czar's having to certify, guaranty, or warrant the existence of conditions that Czar cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse Czar for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by Czar, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes,

federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on Czar's net income. Client shall promptly pay Czar for any Taxes actually paid by Czar on behalf of Client, or which are required to be collected or paid by Czar. Czar may bill Client separately for such Taxes.

Third-parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Czar.