

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 11-002

Agenda No. \_\_\_\_\_ 10.A

JAN 12 2011

Approved: \_\_\_\_\_

TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL** \_\_\_\_\_ **offered and moved**  
**adoption of the following resolution:**

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2011 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2011 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2011 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$174,674,669.00.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
Subregional Transportation Program	0	71,977
Recycling Tonnage Grant	0	267,675
Urban Area Security Initiative Grant (UASI)	0	3,304,000
City-Wide Real Property Revaluation	0	1,000,000

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2011 Municipal Budget.

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator  
 ASST

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel  
 Certification Required   
 Not Required

APPROVED 7-1  
1/12/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY	✓			FULOP		✓		VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
 Peter M. Brennan, President of Council

\_\_\_\_\_  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-003

Agenda No. 10.B

Approved: JAN 12 2011

TITLE:



## CANCELLATION OF 2010 REAL ESTATE TAXES ON BLOCK 20 LOT 2.23 QUAL T01 ALSO KNOWN AS 500 WASHINGTON BLVD

**COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 20 Lot 2.2.3 Qual T01 was erroneously assessed; and

**WHEREAS**, the property still shows open, based on the assessments which should have been canceled; and

**WHEREAS**, the Tax Collector has deemed these charges to be uncollectible; and

**WHEREAS**, the Tax Collector requests the charges in the amounts of \$ 3,451.50 be cancelled; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the amount of \$3,451.50 are hereby cancelled.

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	<b>ABSENT</b>		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

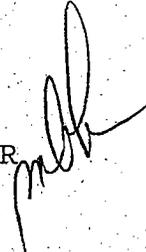
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

**CITY OF JERSEY CITY  
INTERDEPARTMENTAL MEMORANDUM  
OFFICE OF THE TAX ASSESSOR**

**DATE:** 7 DECEMBER 2010  
**TO:** MAUREEN COSGROVE, TAX COLLECTOR  
**FROM:** EDUARDO TOLOZA, CITY TAX ASSESSOR  
By: MICHELE HENNESSEY, DEPUTY TAX ASSESSOR  
**SUBJECT:** BLOCK 20 LOT 2.23 QUAL. T01  
ADDRESS: 500 WASHINGTON BLVD.



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Please be advised that the above-captioned line item was inadvertently assessed (as a property containing cellular antennas). However, it was brought to our attention that the equipment was not cellular-related. Therefore, the taxes should be cancelled. Kindly prepare a resolution cancelling taxes for tax year 2010.

If you have any questions, please do not hesitate to contact me at x.5130.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-004

Agenda No. 10.C

Approved: JAN 12 2011

TITLE:



## CANCELLATION OF PARTIAL 2010 REAL ESTATE TAXES ON BLOCK 304 LOT(S) A.1A -A.4B, ALSO KNOWN AS 83 BRIGHT STREET

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 304 Lot(S) A.1A thru A.4B was erroneously reassessed; and

WHEREAS, the property still shows open, based on the assessment which should have been canceled; and

WHEREAS, the Tax Collector and Tax Assessor have deemed these charges to be uncollectible; and

WHEREAS, the Tax Collector's files still indicate that taxes are due for the tax year 2010 and the Tax Collector would like to cancel the erroneous charge in the total amount of \$49,248.01; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 304 Lot(s) A.1A thru A.4B also known as 83 Bright Street is hereby canceled in the total amount of \$49,248.01

SEE ATTACHED SCHEDULE

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]  
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/12/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

# INTERDEPARTMENTAL MEMORANDUM

## OFFICE OF THE ASSESSOR

(201) 547-5131

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DATE: December 7, 2010  
TO: Maureen Cosgrove, Tax Collector  
FROM: Ed Toloza, Assessor  
SUBJECT: **83 Bright St.**  
**Block 304 Lot A.1A-A.4B**

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Please be advised that above captioned condominium units were inadvertently reassessed for 2010 taxing. The Office has regarded these units as being partially assessed, however, further review of the assessments from prior years indicates otherwise. Therefore, the 2010 reassessments with the corresponding taxes as shown in the following schedule should be cancelled;

Unit	Assmt. 2009	2009 Total Taxes	Assmt. 2010	2010 Total Taxes	Amount to Cancel
C001A	57400	3444.57	129100	8911.77	5467.20
C001B	61000	3660.61	137200	9470.92	5810.31
C002A	66000	3960.66	148500	10250.96	6290.30
C002B	61200	3672.61	137700	9505.43	5832.82
C003A	66000	3960.66	148500	10250.96	6290.30
C003B	61200	3672.61	137700	9505.43	5832.82
C004A	74800	4488.75	168300	11617.75	7129.00
C004B	69200	4152.69	155700	10747.97	6595.28
		31013.17		80261.18	49248.01

Our records have been amended for 2011 to equal the 2009 assessments on the subject units.

Should you have any question on this matter, please give us a call.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-005

Agenda No. 10.D

Approved: JAN 12 2011



TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS GARFIELD AVENUE A/K/A BLOCK 1485, LOT 42**

**COUNCIL** Offered and moved adaption of the  
following resolution:

**WHEREAS**, Jose O. Santos, the owner of Block 1485, Lot 42 a/k/a 705 Garfield Avenue, participated in the City of Jersey City's ("City") First Time Homebuyer Mortgage Program; and

**WHEREAS**, on May 25, 2000, the owner executed a mortgage with the City in the amount of \$50,000 for the purpose of financing the purchase of a two family residential unit and the loan self-amortizes provided that the homeowner resides in the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

**WHEREAS**, the City's loan was recorded on June 5, 2000 as a second mortgage against the property; and

**WHEREAS**, an Amendment to the Mortgage was executed by the owner to correct the erroneous loan amount of \$50,000 and replace it with the correct loan amount of \$60,000, which was recorded on October 12, 2000 in Book 0476, at page 77; and

**WHEREAS**, the owner desires to refinance his mortgage dated March 21, 2003 to Wall Street Financial Corporation in order to lower his monthly mortgage payments and obtain additional loan funds; and

**WHEREAS**, the new lender, Hudson City Savings Bank, ISAOA, its successors and/or assigns, requires that the City's mortgage be made subordinate to the refinance loan; and

**WHEREAS**, the amount of the new first mortgage is \$140,000.00; and

**WHEREAS**, the City's lien will remain in second lien position; and

**WHEREAS**, the City by its Division of Community Development has reviewed the appraisal report and calculated the maximum allowable refinance amount for the property and has determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting Block 1485, Lot 42 a/k/a 705 Garfield Avenue, to the interests of the new first mortgage of Hudson City Savings Bank, ISAOA.

IW/cw  
12/08/10

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM  
\_\_\_\_\_  
Corporation Counsel

2010152

Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	<b>ABSENT</b>		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Peter M. Brennan, President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-006

Agenda No. 10.E

Approved: JAN 12 2011



TITLE:

## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 12 CLAREMONT AVENUE A/K/A BLOCK 2008, LOT 1.C

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, on May 23, 2005, Bessie Merritt (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 12 Claremont Avenue, Jersey City, also known as Lot 1.C in Block 2008; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Bessie Merritt dated May 23, 2005 in the sum of \$6,000 affecting 12 Claremont Avenue, Jersey City, also known as Lot 1.C in Block 2008.

IW/cw  
11-19-10

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

2010140

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	<b>ABSENT</b>		
DONNELLY	✓			FULOP	✓			VELÁZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

\_\_\_\_\_  
Peter M. Brennan, President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-007

Agenda No. 10.F

Approved: JAN 12 2011



TITLE: **RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 263 PEARSALL AVENUE A/K/A BLOCK 1258.5, LOT 85.5.**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, on April 2, 2007, Frank T. Garofalo (Borrower) qualified for the grant in the amount of \$24,900 with the Jersey City Division of Community Development (Division) under the HOPR Program for the purpose of making home improvements to his residence located at 263 Pearsall Avenue, Jersey City, also known as Lot 85.5 in Block 1258.5 (Property); and

**WHEREAS**, according to the Division, two separate mortgages totaling \$24,900 were recorded in favor of the City instead of one mortgage representing the full grant amount; and

**WHEREAS**, a mortgage in the amount of \$14,500 was recorded on May 3, 2007 with the Hudson County Register's Office in Mortgage Book 15810 at page 336; and

**WHEREAS**, a second mortgage of \$10,400 was recorded on July 26, 2007 with the Hudson County Register's Office in Mortgage Book 16097 at page 217; and

**WHEREAS**, Resolution 10-494 approved on August 4, 2010, only authorized the discharge of the mortgage in the amount of \$14,500; and

**WHEREAS**, the Division has indicated that the Borrower paid off the full loan amount of \$24,900; and

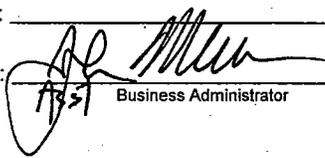
**WHEREAS**, the City is obligated to execute a Discharge of Mortgage to remove the second recorded mortgage in the amount of \$10,400 from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Frank T. Garofalo dated April 2, 2007 in the sum of \$10,400 affecting 263 Pearsall Avenue, Jersey City, also known as Lot 85.5 in Block 1258.5.

IW/cw  
01/05/11

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_

Business Administrator

 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

2011002

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								1/12/11			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	<b>ABSENT</b>		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

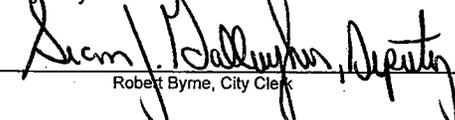
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-008

Agenda No. 10.G

Approved: JAN 12 2011

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO SETTLE THE FORECLOSURE MATTER AGAINST SANDRA MCDONALD, DOCKET NO.: F-18393-03 FOR THE PROPERTY AT 711 GARFIELD AVENUE FOR \$82,500**



**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, Sandra McDonald (McDonald) was the owner of a two family residential property located at Block 1485, Lot 45, and more commonly known by the street address of 711 Garfield Avenue (Property); and

**WHEREAS**, Ms. McDonald received \$60,000.00 from the City on September 7, 2000 to purchase of the Property; and

**WHEREAS**, the City's loan self-amortized only if the homeowner remained as a resident in one unit and rented the second unit to a low and moderate income household for a period of twenty (20) years; and

**WHEREAS**, the City's loan was recorded as a second mortgage against the Property; and

**WHEREAS**, the owner defaulted on the first purchase money mortgage held by Wall Street Financial Corporation ("Wall Street"); and

**WHEREAS**, on October 10, 2003, Chase Manhattan Mortgage Corporation ("Chase"), by way of assignment from Wall Street initiated a foreclosure action against defendants, Sandra McDonald, Mr. McDonald, the City of Jersey City and the Passaic County Board of Social Services under Docket No.: F-18393-03; and

**WHEREAS**, the foreclosure complaint named the City as a defendant by virtue of the City's second mortgage dated September 7, 2000 with Ms. McDonald; and

**WHEREAS**, on September 27, 2004, the Court entered a Final Judgment of Foreclosure in favor of Chase in the amount of \$130,584.29; and

**WHEREAS**, in 2006 the Property was sold at a sheriff's sale for \$266,000 and the surplus funds in the amount of \$98,414.20 were deposited in the Superior Court of New Jersey's Trust Fund Unit; and

**WHEREAS**, on October 16, 2007, Ms. McDonald's attorney filed a motion to withdraw the surplus funds without notice to the City; and

**WHEREAS**, an Order dated November 2, 2007 granted the surplus funds, plus interest, totaling \$103,988.97 to Ms. McDonald; and

**WHEREAS**, on January 22, 2009, the City filed a motion to vacate the Court's Order dated November 2, 2007 because the City was not served with the motion for the distribution of surplus funds as required by R. 4:64-3; and

**WHEREAS**, by an Order dated February 20, 2009, the November 2, 2007 Order releasing the surplus funds of \$103,988.97 to Ms. McDonald was vacated; and

City Clerk File No. Res. 11-008

Agenda No. 10.G

**JAN 12 2011**

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO SETTLE THE FORECLOSURE MATTER AGAINST SANDRA MCDONALD, DOCKET NO.: F-18393-03 FOR THE PROPERTY AT 711 GARFIELD AVENUE FOR \$82,500**

**WHEREAS**, the City proposed that Ms. McDonald's attorney pay the City \$82,500 in lieu of filing a malpractice action because of his failure to notify the City before the surplus funds were turned over to Ms. McDonald; and

**WHEREAS**, the attorney's professional liability insurer has offered the City \$82,500 as full settlement of the claims asserted by the City against Ms. McDonald's attorney; and

**WHEREAS**, these funds are required to be deposited into the City's "95/5" Affordable Housing Account to provide future affordable housing for Jersey City residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for the sum of \$82,500.
2. The check issued to the City in the amount of \$82,500 will be deposited into the "95/5" Affordable Housing Account."

IW/cw  
12/21/10

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	<b>ABSENT</b>		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
 Peter M. Brennan, President of Council

\_\_\_\_\_  
 Robert Byrne, City Clerk



# CITY OF JERSEY CITY

## Office of the Corporation Counsel

280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: (201) 547-4667  
Fax: (201) 547-5230

Jerramiah Healy, Mayor  
Brian O'Reilly, Business Administrator

Bill Matsikoudis, Corporation Counsel

January 3, 2011

President and Members of the Municipal Council  
City Hall-280 Grove Street  
Jersey City, NJ 07302

**Re: Chase Manhattan Mortgage Corp. v. Sandra McDonald, et al.**  
**Docket No.: F-18393-03**

Dear President and Members of the Municipal Council:

The purpose of this letter is to explain the reasons for a proposed settlement with an attorney representing a recipient of the City's Affordable Housing Grant who violated the terms of the grant. On September 7, 2000, Sandra McDonald (McDonald) became the owner of a two family residential unit located at Block 1485, Lot 45, more commonly known by the street address of 711 Garfield Avenue (Property). The Property was subject to affordable housing restrictions set forth in the City's recorded Affordable Housing Agreement dated June 24, 1999. On September 6, 2000, McDonald executed a purchase money mortgage with Wall Street Financial Corporation ("Wall Street") in the amount of \$114,929, recorded on September 12, 2000 in the Register's Office of Hudson County in Mortgage Book 7623 at page 183. On September 7, 2000, McDonald executed a second repayment mortgage and note with the City, in the amount of \$60,000.00 for the purpose of financing the purchase of the two family residential unit. The loan self-amortized provided that the homeowner reside in the property and that the property remain affordable to low and moderate

income households during the restricted period of twenty (20) years. The City's mortgage was recorded on September 12, 2000 in the Register's Office of Hudson County in Mortgage Book 7623 at page 191.

On October 10, 2003, Chase Manhattan Mortgage Corporation ("Chase"), the holder of the purchase money mortgage by way of assignment from Wall Street initiated a foreclosure action against defendants, Sandra McDonald, Mr. McDonald, City of Jersey City and the Passaic County Board of Social Services, under Docket No.: F-18393-03. The foreclosure complaint named the City as a defendant by virtue of the City's second mortgage interest dated September 7, 2000 with McDonald. On September 27, 2004, the court entered a Final Judgment of Foreclosure in favor of Chase in the amount of \$130,584.29 and default was entered against the City for failure to answer the complaint.

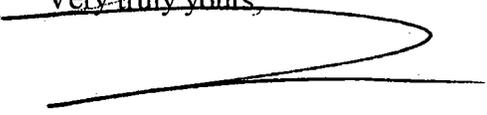
On or about November 21, 2008, the City discovered that the Property was sold at a sheriff's sale in 2006 for \$266,000. In 2007, Nicholas Fitzgerald, Esq. on behalf of his client Ms. McDonald, filed a motion to withdraw the surplus funds being held in the Superior Court of New Jersey's Trust Fund Unit. The City was not served with the motion and was unaware of the surplus funds in the Trust Fund Unit. In 2007, an Order was entered granting the surplus funds plus interest totaling \$103,988.97 to Ms. McDonald.

On January 22, 2009, the City filed a motion to vacate the Court's Order dated November 2, 2007 arguing that Mr. Fitzgerald failed to serve the City, a party to the foreclosure action, with Ms. McDonald's motion for surplus funds as required by New Jersey Court Rule 4:64-3. In addition, pursuant to the City's Affordable Housing Agreement dated June 24, 1999, Ms. McDonald was not

entitled to receive any of the surplus funds because the City's interests were superior to Ms. McDonald. On February 20, 2009, the Court granted the City's motion to vacate the November 2, 2007 Order which gave \$103,988.97 to Ms. McDonald.

On March 13, 2009, the City demanded that Mr. Fitzgerald re-deposit the surplus funds in the Trust Fund Unit pursuant to the order dated February 20, 2009. Mr. Fitzgerald informed the City that he made several attempts to locate Ms. McDonald to retrieve the surplus funds, but to no avail and that he was not in possession of the funds. The City proposed that Mr. Fitzgerald pay the City \$82,500 in lieu of filing a malpractice action because of his failure to notify the City in violation of the New Jersey Court Rules before the surplus funds were turned over to Ms. McDonald. On October 21, 2010, the professional liability insurer for Mr. Fitzgerald agreed to pay the City \$82,500 as full settlement of the claims asserted by the City against Mr. Fitzgerald. The monies are required to be deposited into the City's "95/5" Affordable Housing Account to provide future affordable housing for Jersey City residents.

Very truly yours,



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**WILLIAM C. MATSIKOUDIS**  
**CORPORATION COUNSEL**

WCM/IW/cw

cc: John Kelly, Business Administrator  
Joanne Monahan, 1<sup>st</sup> Assistant Corporation Counsel  
Robert Byrne, City Clerk  
Darice Toon, Director, Community Development

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-009

Agenda No. 10.H

Approved: JAN 12 2011



**TITLE:** RESOLUTION AUTHORIZING A BAILMENT AGREEMENT WITH BEACON COMMERCE URBAN RENEWAL COMPANY, LLC TO STORE AND PRESERVE THE STATUE OF PETER STUYVESANT AT 32 BEACON PLACE

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, on October 18, 1913 the statue of Peter Stuyvesant was dedicated to the City of Jersey City on City owned property in front of 886 Bergen Avenue; and

**WHEREAS**, on October 18, 1913, the Peter Stuyvesant statue was received by Mayor Mark M. Fagan on behalf of the citizens of the City of Jersey City; and

**WHEREAS**, until February 5, 2010, the statue of Peter Stuyvesant stood on the school site at 886 Bergen Avenue; and

**WHEREAS**, in February of 2010 the statue of Peter Stuyvesant was ordered to be removed from the site by the Jersey City Board of Education and/or the Hudson County Community College without the knowledge or consent of the City of Jersey City; and

**WHEREAS**, the statue was delivered to Burns Brothers where it is presently being stored; and

**WHEREAS**, it is critical that the statue be preserved and restored until the City of Jersey City agrees to its final destination; and

**WHEREAS**, Burns Brothers has agreed to deliver the statue to the Beacon Commerce Urban Renewal Company, LLC [BCURC] for the sum of \$750.00 and upon the execution of an acknowledgment of delivery; and

**WHEREAS**, BCURC has generously agreed to accept delivery of the statue, and store it at a garage within 32 Beacon Place, pending its restoration and a determination regarding its final destination, on behalf of the City of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to (a) pay the Burns Brothers \$750.00 to release the Peter Stuyesant Statute; and (b) execute any agreement acknowledging the delivery and release to the City of Jersey City or its authorized agent.
2. The Mayor or Business is authorized to execute a twelve (12) month bailment agreement with Beacon Commerce Urban Renewal Company, LLC to deliver for storage and preservation, the statue of Peter Stuyvesant for up to one (1) year for nominal consideration at 32 Beacon Place; and (2) that any actions appropriated or necessary in furtherance of the purposes of this bailment agreement or this resolution.
3. The Mayor or Business Administrator is authorized to execute the forms of agreement attached hereto, subject to such modification as the Business Administrator or Corporation Counsel deem appropriate or necessary.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

2010158

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								1/12/11			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	<b>ABSENT</b>		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

**BAILMENT CONTRACT**

This contract of bailment is made on \_\_\_\_\_, 2011, between the City of Jersey City, [bailor or City], and Beacon Commerce Urban Renewal Company, LLC, [bailee or BCURC, LLC].

Bailee agrees to hold for safekeeping the following described property of bailor:

Article	Value	Condition
---------	-------	-----------

Section I. Term of Bailment

This bailment will begin on or about January, 2011, and will terminate twelve (12) months thereafter. Bailor may demand redelivery of the property at any time prior to the termination date by giving bailee ten (10) days' written notice, in which event this agreement will terminate when the property has been redelivered to bailor.

Section II. Compensation of Bailee

Bailor will pay to bailee \$1.00 per year.

Section III. Delivery and Acceptance

Delivery of the property will be made to bailee at 32 Beacon Place, Block 1899, Lot 30, City of Jersey City, County of Hudson, State of New Jersey. Acceptance by bailee of the property will constitute acknowledgment that the property was received in good order and repair, with assumption of any latent or apparent defects.

Section IV. Safekeeping and Maintenance

Bailee will exercise due care for the safekeeping and maintenance of the property so that it will not be injured, and assumes liability for loss or damage from all causes except war, confiscation, order of any government or public authority, and damage due to ordinary wear and tear or the inherent nature of the bailed property.

Section V. Storage of Bailed Property

The property will be stored at a garage located at 32 Beacon Place, Block 1899, Lot 30, City of Jersey City, New Jersey, during the term of this bailment, and will not be removed from that location without bailor's prior written consent.

Section VI. Damage or Loss; Insurance

It is understood that the City shall insure the property against loss or damage by fire, theft, and bailee will procure and maintain such insurance during the term of this bailment.

Section VII. Redelivery of Bailed Property

On termination of this bailment, bailee will release and redeliver the property to the City of Jersey City at the City's expense, as the City directs.

Section VIII. Repossession on Termination of Bailment

On termination of this bailment in any manner, bailor are authorized to enter on the premises of bailee and to remove and take possession of the property. Bailor may inspect the property before taking possession or accepting delivery, and if the inspection establishes that any part of the property is not in the condition required above, bailee will do all things necessary to place it in such condition.

Section IX. Title

Title to the property is, and will at all times remain in bailor. The property will not be transferred or delivered to any person other than bailor without prior written consent of bailor; neither will this agreement nor the bailment created here be assigned by bailee, either by his or her own act or by operation of law.

Section X. Notices

Any notice to be given under this agreement will be sent by certified and regular mail, and will be deemed to be given when mailed to the party to be notified at the address stated above, or at any other address the party to be notified will have directed in writing.

Section XI. Entire Agreement

This agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth here. The parties understand and agree that no modification of this bailment contract will be binding unless such modification is in writing, duly accepted and executed by both parties.

**CITY OF JERSEY CITY**

**BEACON COMMERCE URBAN  
RENEWAL COMPANY, LLC**

\_\_\_\_\_  
**JOHN KELLY  
BUSINESS ADMINISTRATOR**

\_\_\_\_\_  
**GEORGE FILOPOLOUS**

Date:

Date:

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-010

Agenda No. 10. I

Approved: JAN 12 2011



TITLE:

## RESOLUTION AUTHORIZING SETTLEMENT OF THE LAWSUIT OF ALTORIE WHEELER AGAINST THE CITY OF JERSEY CITY

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, on September 13, 2006 two Jersey City Police Officers were working in the area of the Putnam Gas Station on Tonelle Avenue in Jersey City; and

**WHEREAS**, the officers were assigned to work in plain clothes and utilized an unmarked automobile; and

**WHEREAS**, the officers observed a parked vehicle with a fictitious temporary registration affixed to the windshield and decided to investigate; and

**WHEREAS**, the driver of the parked vehicle, the plaintiff in this case, started his vehicle, put it in gear, drove forward and struck the unmarked police vehicle, and

**WHEREAS** after striking the police vehicle the plaintiff continued to accelerate pushing the unmarked police vehicle rearward with the plaintiff's vehicle; and

**WHEREAS** the driver of the police vehicle, partially outside of the vehicle feared for his life and fired seven rounds from his service weapon through the windshield of the plaintiff's vehicle, striking the driver multiple times; and

**WHEREAS** the plaintiff was arrested and charged with and indicted for two counts of attempted murder of a police officer along with other serious charges; and

**WHEREAS** after being incarcerated for approximately eighteen months in the Hudson County Jail, the plaintiff was brought before a Judge of the Superior Court of New Jersey; and

**WHEREAS** the Hudson County Prosecutor dismissed all the charges in the indictment and amended the charge to a violation of a disorderly person's offense of resisting arrest; and

**WHEREAS** the disorderly person's offense to which the plaintiff plead guilty in court had a maximum penalty of six months in jail; and

**WHEREAS** the plaintiff thereafter retained an attorney and filed a lawsuit in the United States District Court for the District Court of New Jersey alleging that his Constitutional Rights had been violated by the use of excessive force together with other Constitutional violations; and

**WHEREAS** the potential exposure to the City of Jersey City for damages and attorney's fees if the plaintiff were successful at trial would far exceed the amount of this settlement; and

**WHEREAS** extensive and numerous Settlement Conferences have been conducted by the court in an effort to resolve this lawsuit; and

**WHEREAS** the Corporation Counsel recommends that the settlement of this case in the amount of \$165,000.00 be approved; and

**WHEREAS** the funds for the settlement are available in the City of Jersey City Insurance Fund; and

**WHEREAS** the plaintiff has signed a full and comprehensive release of all claims against the City and the police officers named in the Complaint;

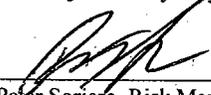
**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

TITLE: **JAN 12 2011**

**RESOLUTION AUTHORIZING SETTLEMENT OF  
THE LAWSUIT OF ALTORIE WHEELER AGAINST  
THE CITY OF JERSEY CITY**

1. The Corporation Counsel be authorized to settle this lawsuit for the sum of \$165,000.00;
2. The Jersey City Insurance Fund Commission be authorized to issue a check for \$165,000.00 payable to Altorie Wheeler and his attorney Nathaniel Davis.

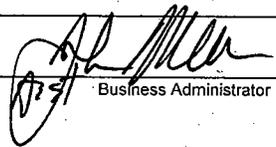
I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Account.

  
 \_\_\_\_\_  
 Peter Soriero, Risk Manager

MD/kn

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_

Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

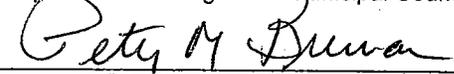
APPROVED **7-1**  
1/12/11

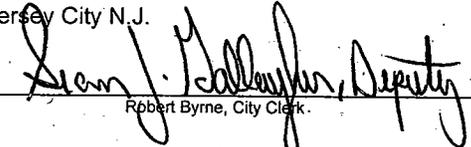
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 \_\_\_\_\_  
 Peter M. Brennan, President of Council

  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-011

Agenda No. 10.J

Approved: JAN 12 2011

TITLE:



**Resolution urging that the Governor and State Legislature approve an equitable funding formula for Charter Schools**

**WHEREAS**, public education is a vital part of our community and democracy; and

**WHEREAS**, public education is guaranteed every child residing within our State regardless of income or status; and

**WHEREAS**, every student has the right to a good and equitable publicly funded education regardless of which school they attend; and

**WHEREAS**, the School Funding Reform Act (SFRA) school funding formula is up for legislative review in February 2011; and

**WHEREAS**, the CHARTER SCHOOL PROGRAM ACT OF 1995, N.J.S.A. 18A:36A clearly states that charter school students should receive 90% of sending district's program aid. Yet this year, the average Jersey City Charter School student received only 59% (44% if facility costs are included) in funding compared of the \$17,400/student in the Jersey City School district; and

**WHEREAS**, some of our top ranking public schools are charter schools that receive less than 40% of total funding and are at risk of closing due to lack of funding; and

**WHEREAS**, the Jersey City Public School's enrollment has steadily decreased over the past 12 years, Jersey City Charter School enrollment has increased roughly 10% yet all Jersey City charter schools have sustained dramatic cuts in aid due to SFRA legislation enacted in 2007; and

**WHEREAS**, the inequitable funding Jersey City Charter Schools received is due to the fact that they are not eligible for the \$100 million in adjustment aid the Jersey City Public Schools received.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby request that Governor Christie and the State Legislature create a more equitable formula for charter schools. It is essential that Charter Schools receive the funding guaranteed by the Charter School Act of 1995.

**NOW, THEREFORE, BE IT FUTHER RESOLVED**, that the Municipal Clerk send copies of this resolution to Governor Christie, State Education Commissioner and members of the Hudson County delegation to the New Jersey Assembly and State Senate.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Gregory A. ...  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-012

Agenda No. 10.K

Approved: JAN 12 2011

TITLE:



**Resolution Authorizing the Waiver of the Twenty (20) Day Waiting Period for Ordinance 10-167.** An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code designating a reserved parking space at 181 Arlington Avenue; 268 Armstrong Avenue; 122 Broadway; 257 Columbia Avenue; 377 Ege Avenue; 100 Glenwood Avenue; 90 Hague Street; 48-50 Jones Street; 153 Liberty Avenue and 429 Liberty Avenue and repeal the reserved parking space at 266 Armstrong Avenue; 103 Ferry Street and 106 Glenwood Avenue.

**Council as a Whole**, offered and moved adoption of the following resolution:

**Whereas**, at its meeting of January 12, 2011 at 6:00 p.m., the Municipal Council adopted Ordinance 10-167; and

**Whereas**, N.J.S.A. 40:69A-181(b) provides for the twenty (20) day period prior to the effective date of an ordinance after adoption unless the Municipal Council by resolution, declares an emergency; and

**Whereas**, it is necessary that this ordinance become effective immediately because a backlog exists in the processing of applications and any further delay in enacting the ordinance would cause undue pain and suffering to the applicant.

**Now, Therefore, Be it Resolved**, by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 10-167 is hereby waived so that this Ordinance is effective immediately.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

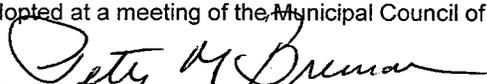
APPROVED **8-0**

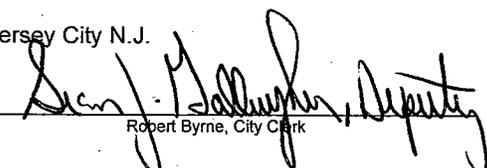
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	<b>ABSENT</b>		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-013  
 Agenda No. 10.1  
 Approved: JAN 12 2011



TITLE:

## *Resolution Eulogizing Bishop Ralph E. Brower*

*Council as a whole, offered and moved adoption of the following:*

**WHEREAS**, Bishop Ralph E. Brower, a native of North Carolina was the fourth of six children born to Christian parents. He obtained his primary, secondary and college education in North Carolina. He later attended Florida State University and completed his theology studies at Kings College in New York; and

**WHEREAS**, Bishop Brower was ordained to the Christian ministry in 1954. Having pastored a short time in Passaic, New Jersey at St. Paul Reformed Methodist Church, he was called to Jersey City fifty-six years ago to build the Saint Michael Methodist Church. The church began with six members; and

**WHEREAS**, Bishop Brower served as Pastor of Saint Michael Methodist Church for the past 56 years; and

**WHEREAS**, Bishop Brower served as President of the Interdenominational Ministerial Alliance (I.M.A.) and Hudson County Chaplain for 25 years. He served as a former Jersey City Redevelopment Commissioner and former Deputy Mayor; and

**WHEREAS**, Bishop Ralph E. Brower was married to the lovely Alberta (Hazel) Brower for 63 years and was blessed with three children: Ralph Jr., Ronald and Denise. He was the proud grandfather of nine and great-grandfather of fourteen children; and

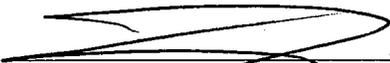
**WHEREAS**, Bishop Ralph E. Brower will go down in history as one of the most influential African American leaders in Jersey City. Community leaders, aspiring spiritual leaders and common people of Jersey City that knew Bishop Brower were the better for it. Bishop Brower was always able to bridge the divide between all of the ethnic communities in Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby mourn the passing of Bishop Ralph E. Brower. His death leaves a great void in the civic and religious leadership in Jersey City.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_

 \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

G:\WPDOCS\SEAN\Reso\Eulogizing Bishop Ralph E Brower - Councilwoman Richardson - 12-15-10.wpd

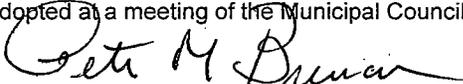
APPROVED **8-0**

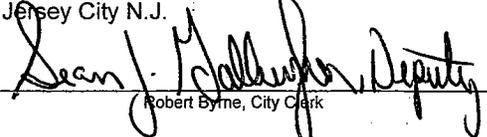
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	<b>ABSENT</b>		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-014

Agenda No. 10.M

Approved: JAN 12 2011



TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION AND ACCEPTANCE OF A 2010 COMMUNITY SERVICES BLOCK GRANT (CSBG) SPECIAL INITIATIVES APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has been designated as the State agency to administer and supervise the federal Community Services Block Grant; and

**WHEREAS**, the Department of Community Affairs intends to award the City of Jersey City \$310,000 in Community Services Block Grant Special Initiatives funds for the Second Chance Maintenance Program; and

**WHEREAS**, the Second Chance Maintenance Program will operate from the period of January 14, 2011 through September 30, 2011; and

**WHEREAS**, the City of Jersey City's application details that the Jersey City Second Chance Maintenance program will employ thirty (30) formerly incarcerated persons to clean sidewalks, wipe the exterior of trash cans, hydrants, light poles and mailboxes, collect stray trash, clean weeds, rake leaves and clean/remove stickers on Jersey City way finding signs; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements; and

**WHEREAS**, the Division of Community Development recommends the submission and acceptance of this proposal as being in the best interest of the City of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit and accept a proposal application to the New Jersey Department of Community Affairs for the Community Services Block Grant Special Initiatives funding.

APPROVED: Carl Gasplachi APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**FULL TITLE OF ORDINANCE/RESOLUTION/COOPERATION AGREEMENT:**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION AND ACCEPTANCE OF A 2010 COMMUNITY SERVICES BLOCK GRANT (CSBG) SPECIAL INITIATIVES APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

DARICE TOON, DIRECTOR, DIVISION OF COMMUNITY DEVELOPMENT –  
201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

JERSEY CITY CITY SECOND CHANCE MAINTENANCE PROGRAM WILL EMPLOY THIRTY (30) FORMERLY INCARCERATED PERSONS TO CLEAN SIDEWALKS, WIPE THE EXTERIOR OF TRASH CANS, HYDRANTS, LIGHT POLES AND MAILBOXES, COLLECT STRAY TRASH, CLEAN WEEDS, RAKE LEAVES AND CLEAN/REMOVE STICKERS ON JERSEY CITY WAY FINDING SIGNS.

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

CSBG IS DESIGNED TO ALLEVIATE POVERTY RELATED CONDITIONS.

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

\$310,000.00

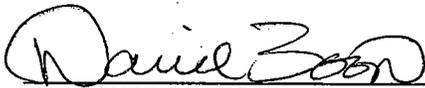
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

JANUARY 2011

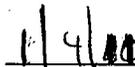
**ANTICIPATED COMPLETION DATE:**

SEPTEMBER 2011

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.



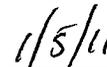
SIGNATURE OF DIVISION DIRECTOR



DATE



SIGNATURE OF DEPARTMENT DIRECTOR



DATE

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-015

Agenda No. 10.N

Approved: JAN 12 2011

TITLE:



## RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2008 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

**COUNCIL**

offered and moved adoption

of the following resolution:

**WHEREAS**, the Mandatory Source Separation and Recycling Act, P.L.1987,c. 102 has established a recycling fund from which tonnage grant made to municipalities in order to encourage local source separation and recycling programs; and

**WHEREAS**, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

**WHEREAS**, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

**WHEREAS**, the City of Jersey City designates the Jersey City Incinerator Authority to ensure that the recycling regulations imposed on municipalities as a condition of the tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality is followed ; and

**WHEREAS**, a resolution accepting the funds in the amount of \$267,675 for such tonnage grant will memorialize the commitment of this municipality to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulation

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

- 1) The City of Jersey City hereby accepts the funds of \$267,675 from the New Jersey Department of Environmental Protection for the 2008 Recycling Tonnage Grant; and
- 2) The City of Jersey City designates the Jersey City Incinerator Authority to manage the grants funds in accordance with the Mandatory Source Separation and Recycling Act promulgated by the New Jersey Department of Environmental Protection; and
- 3) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

TITLE: **JAN 12 2011**

**RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2008  
RECYCLING TONNAGE GRANT FROM THE NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

APPROVED: *Donna Mauer, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	<b>ABSENT</b>		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*  
Peter M. Brennan, President of Council

*Sean J. Hallinan, Deputy*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-016

Agenda No. 10.0

Approved: JAN 12 2011

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WASTE MANAGEMENT OF NEW JERSEY, INC. FOR THE PURCHASE AND INSTALLATION OF 100 PHOTOVOLTAIC TRASH RECEPTACLE COMPACTORS AT VARIOUS LOCATIONS - PROJECT NO. 2010-020 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

## COUNCIL

### OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **PHOTOVOLTAIC TRASH RECEPTACLE COMPACTORS, PROJECT NO. 2010-020**, pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement, the City of Jersey City has received one (1) bid from **Waste Management of New Jersey, Inc., 107 Silva Street, Ewing, New Jersey 08628** in the Total Bid Amount of **THREE HUNDRED NINETY-THREE THOUSAND AND 00/100 DOLLARS (\$393,000.00)** with a 10% Contingency amounting **THIRTY-NINE THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$39,300.00)**; and

**WHEREAS**, the Director of Purchasing has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, these funds are available for this expenditure from a grant awarded from the United States Department of Energy for Energy Efficient and Conservation Program ARRA Grant EE0000669 (EECBG).

### Department of Public Works, Division of Architecture

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
02-213-40-000-509	101954	\$393,000.00
02-213-40-000-509	101955 (Contingency)	\$ 39,300.00
	Total Encumbrancy.....	\$432,300.00

**NOW, THEREFORE, BE IT RESOLVED** BY THE Municipal Council of the City of Jersey City that the said bid of the aforementioned **Waste Management of New Jersey, Inc.** be accepted and that a contract be awarded to said company in the above amount and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to attest that the contract has complied with specifications in all respects, and the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, that this contract shall be subject to the conditions that the vendor provide satisfactory evidence of compliance with the Jersey City Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further.

**JAN 12 2011**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WASTE MANAGEMENT OF NEW JERSEY, INC. FOR THE PURCHASE AND INSTALLATION OF 100 PHOTOVOLTAIC TRASH RECEPTACLE COMPACTORS AT VARIOUS LOCATIONS- PROJECT NO. 2010-020 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**Department of Public Works, Division of Architecture**

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
02-213-40-000-509	101954	\$393,000.00
02-213-40-000-509	101955 (Contingency)	\$ 39,300.00
	Total Encumbrancy.....	\$432,300.00

**APPROVED:**  
PETER FOLGADO, DIRECTOR  
DIVISION OF PURCHASING

ab  
January 6, 2011

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: [Signature] Business Administrator \_\_\_\_\_ Corporation Counsel \_\_\_\_\_

Certification Required

Not Required

APPROVED **7-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/12/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	<b>ABSENT</b>		
LOPEZ	✓			RICHARDSON		✓		BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature] Peter M. Brennan, President of Council

[Signature] Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO WASTE MANAGEMENT OF NEW JERSEY INC., FOR THE PURCHASE AND INSTALLATION OF PHOTOVOLTAIC TRASH RECEPTACLE COMPACTORS AT VARIOUS LOCATIONS PROJECT NO. 2010-020 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Two (2)

**DATE BIDS WERE PUBLICLY RECEIVED:**

December 7, 2010

**NUMBERS OF BIDS RECEIVED:**

One (1)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Purchase and Installation of Photovoltaic Trash Receptacle Compactors at Various Locations for the Department of Public Works/ Division of Architecture

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

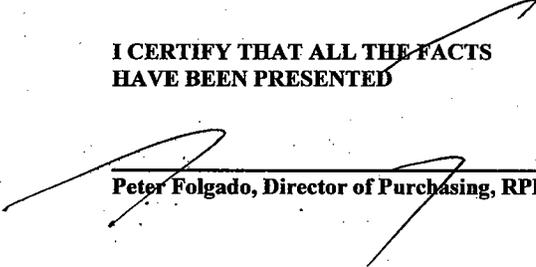
	Grand Total Bid Price
1) Waste Management Of New Jersey 107 Silvia Street Ewing, New Jersey, 08628	\$393,000.00

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

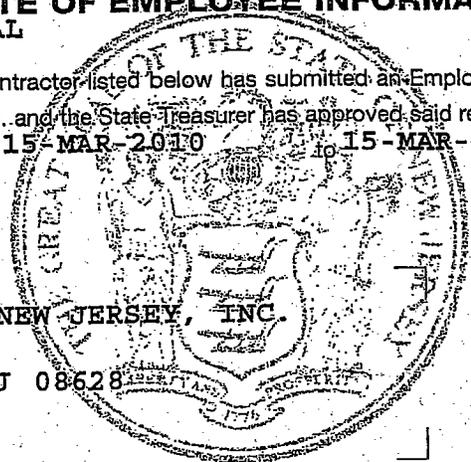
Date

12/10/10

  
Peter Folgado, Director of Purchasing, RPPO, QPA

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2010** to **15-MAR-2013**

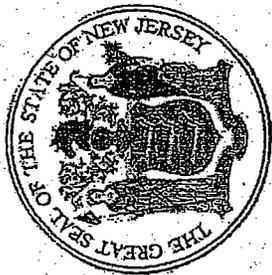


**WASTE MANAGEMENT OF NEW JERSEY, INC.**  
**107 SILVIA STREET**  
**W. TRENTON NJ 08628**

A handwritten signature in black ink, appearing to be "A. ...", located above the title "Acting State Treasurer".

Acting State Treasurer

Registration Date: 04/28/2010  
Expiration Date: 04/27/2011



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:

Waste Management of New Jersey, Inc.

Responsible Representative(s):

Brett Frazier, President  
Cherie C. Rice, Vice-President  
Don P. Carpenter, Vice-President  
Linda J. Smith, Vice-President  
Robert C. Briggs, Vice-President  
Gail Lynch, Secretary  
David LaPaul, Treasurer

Responsible Representative(s):

Edward R. Schauble, Vice-President  
John J. Morris, Jr., Vice-President  
S. John Tsai, Vice-President  
John S. Skoutelas, Vice-President  
Amanda Maki, Secretary  
Mark Lockett, Treasurer  
Greg A. Robertson, CFO

*Harold J. Wirths*

Harold J. Wirths, Acting 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.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** WASTE MANAGEMENT OF NEW JERSEY, INC.  
**Trade Name:**  
**Address:** 107 SILVIA ST  
EWING, NJ 08628  
**Certificate Number:** 0092403  
**Effective Date:** May 18, 1990  
**Date of Issuance:** March 08, 2010

**For Office Use Only:**  
20100308145442925

**EXHIBIT B (Cont)**

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter III of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT B**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Construction Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understand that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Jeffery Bryk, Area Manager Public Sector

Representative's Signature:

Name of Company: Waste Management Inc

New Jersey, Inc

Tel. No.:

Date: 12-7-10

8006339096

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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 owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of an 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to the grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of the performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at any time.

Representative's Name/Title Print: Jeffery Bryk Area Manager Public Sector  
Representative's Signature: [Signature]  
Name of Company: Waste Management of New Jersey, Inc.  
Tel. No.: 800 633 9096 Date: 12-7-10

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Waste Management of New Jersey Inc  
Address: 107 Sylvia St Ewing, NJ 08628  
Telephone No: 800 633 9096  
Contact Name: Jeffery Bryk, Area Manager Public Sector

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Form MWB-3 Contractor's compliance plan to be submitted with bid document.  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL** (or within 24 hours thereafter)

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

**Project:** Photovoltaic Trash Receptacle Compactors 2010-000

**Contractor:** Waste Management of New Jersey Inc Bid Amt. \$ 393,000

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column.		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity.

CONTINUED ON NEXT PAGE

Photovoltaic Trash Receptacle Compactors

2010-020

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column:		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

*We are an Equal Opportunity Employer*

Name of Contractor: Waste Management of New Jersey Inc  
 By: Signature: *[Signature]*  
 Type or print name/title: Jeffrey Byrk Area Manager Public Sector  
 Tel. No: 8006339096 Date: 12-7-10

For City use  
 Acceptable MW business participation levels for this project:  
 by \_\_\_\_\_ Date: \_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-017

Agenda No. 10.P

Approved: JAN 12 2011

TITLE:



## RESOLUTION AUTHORIZING TRANSITION YEAR 2010 APPROPRIATION RESERVE TRANSFERS.

**COUNCIL**  
adoption of the following resolution:

offered and moved

**RESOLVED**, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following TY 2010 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

	FROM	TO
28-375 PARK MAINTENANCE OE	120,000	
26-315 AUTOMOTIVE SERVICES OE		120,000
TOTAL	120,000	120,000

APPROVED: [Signature] APPROVED AS TO LEGAL FORM: [Signature]  
 APPROVED: [Signature] Business Administrator CORPORATION COUNSEL: [Signature]  
*ABST.* Certification Required   
 Not Required

APPROVED **7-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/12/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			<b>ABSENT</b>
DONNELLY	✓			FULOP		✓		VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.  
[Signature] Peter M. Brehnan, President of Council [Signature] Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-018

Agenda No. 10.Q

Approved: JAN 12 2011

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO MIDTOWN OCCUPATIONAL MEDICINE, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City requires the services of physicians to conduct medical examinations of civilian and uniformed employees and of applicants for employment; and

**WHEREAS**, Midtown Occupational Medicine, LLC, 550 Newark Ave, Jersey City, New Jersey, has licensed physicians capable of providing such services and submitted a proposal in response to the City's Request for Proposals dated 12/6/10 indicating that it will provide the services for the sum of \$95,000.00; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Midtown Occupational Medicine, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the maximum amount of the contract in question is \$95,000.00, of which \$10,000.00 will be available in Temporary Budget Account No. 11-01-201-20-105-312; and

**WHEREAS**, the resolution authorizing the award and the contract itself must be available for public inspection;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City as follows:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with Midtown Occupational Medicine to conduct medical examinations of employees and of applicants for employment;

2. The maximum contract amount shall not exceed \$95,000.00. The term of the contract shall be for one year effective as of January 1, 2011 at 12:01 a.m.;

**JAN 12 2011**

TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MIDTOWN OCCUPATIONAL MEDICINE, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT**

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I);

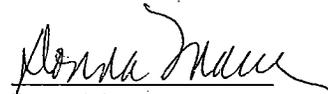
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar fiscal year permanent budget and in the subsequent fiscal year budget;

6. The award of this contract shall be subject to the condition that Midtown Occupational Medicine provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and

7. The Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, hereby certify that funds in the amount of \$10,000.00 are available in Account No. 11-01-201-20-105-312. P.O. No. \_\_\_\_\_ Temporary Encumbrancy.

  
Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_  
  
Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
  
Corporation Counsel

Certification Required   
Not Required

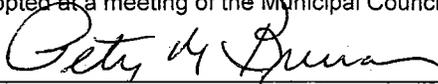
APPROVED **8-0**

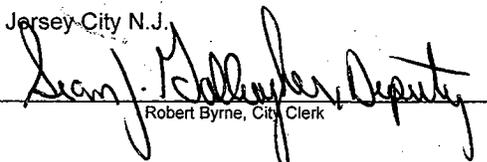
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								1/12/11			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

# CITY OF JERSEY CITY

Requisition #

0153080

Assigned PO #

## Requisition

### Vendor

MIDTOWN OCCUPATIONAL MEDICINE  
P.O. BOX 8358  
JERSEY CITY NJ 07308

### Dept. Bill To

PERSONNEL DIVISION  
280 GROVE STREET  
JERSEY CITY NJ 07302

Dept. Ship To

MI366622

### Contact Info

LELAYNA HERNANDEZ  
2015475228

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	ENCUMBRANCE	0120120105312	.00	.00

MEDICAL EXAMINATIONS OF CIVILIAN & UNIFORMED  
EMPLOYEES AND APPLICANTS

TOTAL CONTRACT: \$95,000.00

TEMPORARY ENCUMBRANCE: \$10,000.00

CONTRACT FOR 1 YEAR COMMENCING ON 1/1/2011

TO BE PAID VIA PARTIAL PAYMENT VOUCHERS

Requisition Total .00

Req. Date: 01/03/2011

Requested By: LHERNANDEZ

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

# MEMORANDUM

---

**To:** Jack Kelly, Business Administrator  
**From:** Larry Ross, Personnel Director   
**Date:** December 10, 2010  
**Subject:** Proposals Medical Examinations

Enclosed are two proposals to conduct medical examinations for City employees. Currently Midtown Occupational Medicine(MOM) retains the contract to conduct medical examinations. MOM's contract is due to expire December 31, 2010.

MOM was awarded a contract in 2009, as the low bidder and in 2010 as the sole bidder. Each contract was for one year commencing January 1st until December 31st.

I have enclosed data that indicates the estimated cost and number of examinations for the year. (low/high estimate).

The estimated cost for Concentra comes in at a low \$76,384.75 and a high of \$95,181.95

The estimated low cost for MOM is \$75,850 and high of \$ 94,000.

Over the last two years MOM has provided satisfactory service and maintained a good working relationship with the City of Jersey City.

Concentras' proposals appears impressive and they boost clients of several governmental agencies. However, there are no contingencies for examinations after hours and weekends.

MOM has a contingency for after hours and weekend service via an agreement with the Jersey City Medical Center.

The differential in total cost is nominal between the respondents and the fact that Concentra does not meet the 24 hours requirement for return to work and certification after illness it is my opinion that the City grant the contract to MOM.

Please review and advise.

c: John Mercer, Assistant Business Administrator

**QUOTED PRICES FOR OCCUPATIONAL HEALTH SERVICES 2011**

EXAMINATION	LOW EST.		CONCENTRA		MIDTOWN OCCUPATIONAL MEDICINE	
		HIGH EST.				
Pre-employment Physical-Civilians No EKG, Chest X-Ray or Rubella	L	1	\$ 154	L \$ 154.00	\$ 125.00	\$ 125.00
	H	5		H \$ 770.00		\$ 625.00
Pre-employment Physical Uniformed Police & Fire	L	1	\$ 528	L \$ 528.00	\$ 450.00	\$ 450.00
	H	8		H \$ 4,224.00		\$ 3,600.00
Annual Physical Uniformed Police & Fire	L	1	\$ 263.50	L \$ 263.50	\$ 300.00	\$ 300.00
	H	8		H \$ 2,108		\$ 2,400.00
Hav. Mat Physical Uniformed Pol & Fire	L	138	\$ 232.50	L \$ 32,085.00	\$ 275.00	\$ 37,950.00
	H	148		H \$ 34,410.00		\$ 40,700.00
E.K.G.	L	1	\$ 23.50	L \$ 23.50	\$ 25.00	\$ 25.00
	H	5		H \$ 117.50		\$ 125.00
Chest X-Ray	L	1	\$ 68.00	L \$ 68.00	\$ 50.00	\$ 50.00
	H	5		H \$ 340.00		\$ 250.00
Rubella	L	1	\$ 50.00	L \$ 50.00	\$ 30.00	\$ 30.00
	H	5		H \$ 250.00		\$ 150.00
Mantoux-PPD	L	1	\$ 20.00	L \$ 20.00	\$ 20.00	\$ 20.00
	H	5		H \$ 100.00		\$ 100.00
Hepatitis	L	4	\$ 63.00	L \$ 252.00	\$ 85.00	\$ 340.00
	H	10		H \$ 630.00		\$ 850.00
Urine & Drug Screen	L	5	\$ 45.00	L \$ 225.00	\$ 30.00	\$ 150.00
	H	10		H \$ 450.00		\$ 300.00
Flu Shots	L	140	\$ 20.00	L \$ 2,800.00	\$ 30.00	\$ 4,200.00
	H	200		H \$ 4,000.00		\$ 6,000.00
Audiology Test	L	1	\$ 19.00	L \$ 19.00	\$ 30.00	\$ 30.00
	H	5		H \$ 95.00		\$ 150.00
OSHA Respirator Medical Evaluation	L	5	\$ 25.00	L \$ 125.00	\$ 50.00	\$ 250.00
	H	10		H \$ 250.00		\$ 500.00
OSHA Respirator Medical Examination	L	1	\$ 45.00	L \$ 45.00	\$ 100.00	\$ 100.00
	H	5		H \$ 225.00		\$ 500.00

OSHA Pulmonary Function Test	L	1	\$ 33.00	L \$ 33.00	\$ 70.00	\$ 20.00	
	H	5		H \$ 165.00		\$ 350.00	
Random Drug Testing	L	10	\$ 45.00	L \$ 450.00	\$ 30.00	L \$ 300.00	
	H	20		H \$ 900.00		H \$ 600.00	
Bicycle Physical Uniformed Police	L	1	\$ 173.25	L \$ 173.25	\$ 210.00	L \$ 210.00	
	H	5		H \$ 866.25		H \$ 1,050.00	
SubTotals				L \$ 37,314.25		L \$ 44,600.00	
				H \$ 49,900.75		H \$ 58,250.00	

L. H. QUOTES 2011  
RFP POSTED ON JC WEBSITE

**QUOTED PRICES 2011 RETURN TO WORK & CERTIFICATION OF ILLNESS**

Examination	Low Estimate High Estimate	CONCENTRA		MIDTOWN OCCUPATIONAL MEDICINE			
Return to Work	L 590	\$ 51.75	\$ 30,532.50	\$ 25.00	\$ 14,750.00		
	H 690		\$ 35,707.50		\$ 17,250.00		
Certification of Illness	L 165	\$ 51.75	\$ 8,538.00	\$ 100.00	\$ 16,500.00		
	H 185		\$ 9,573.70		\$ 18,500.00		
Sub-Total	L		\$ 39,070.50		\$ 31,250.00		
	H		\$ 45,281.20		\$ 35,750.00		
All Combined Totals	L		\$ 76,384.75		\$ 75,850.00		
	H		\$ 95,181.95		\$ 94,000.00		

Prepared by:  
 Larry Ross  
 H:QUOTES RTN TO WK

EXHIBIT A

109

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-36 et seq; N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et seq., as amended and

## EXHIBIT A (continued)

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-36 and N.J.A.C. 17:27

supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good-faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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 or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, 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 agency, after notification of award but prior to execution of 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-36 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Edward F. Boylan, ms, CEO

Representative's Signature: 

Name of Company: Midtown Occupational Medicine

Tel. No.:

201 656 8700

Date:

12/2/10

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Midtown Occupational Medicine of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC. 5121 01 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 there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, 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 owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

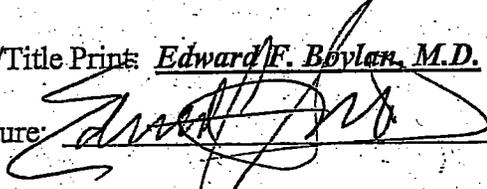
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, 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 contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Edward F. Boylan, M.D.

Representative's Signature: 

Name of Company: Midtown Occupational Medicine

Tel. No: 201-656-8700      Date: 12/2/2010

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: Midtown Occupational Medicine

Address: 550 Newark Ave, Suite 308, Jersey City, NJ 07310

Telephone No.: (201) 656-8700

Contact Name: Melissa Crecco

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Medtown Occupational Medicine

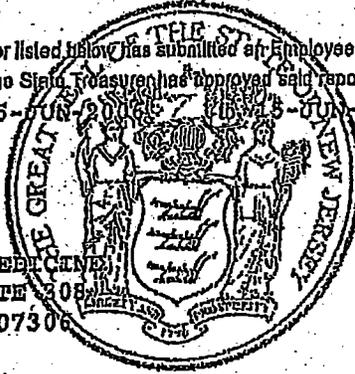
SIGNATURE: [Signature] DATE: 10/2/10

PRINT NAME: Edward F. Boylan TITLE: CEO

Certification 19851

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2013** to **15-JUL-2013**



MIDTOWN OCCUPATIONAL MEDICINE,  
550 NEWARK AVENUE, SUITE 208  
JERSEY CITY NJ 07308



*Bradley Abelow*

State Treasurer



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF CONTRACT COMPLIANCE AND  
EQUAL EMPLOYMENT OPPORTUNITY  
IN PUBLIC CONTRACTS  
PO Box 209  
TRENTON, NJ 08625-0209

JON S. CORZINE  
*Governor*

BRADLEY I. ABELOW  
*State Treasurer*

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

On future successful bids, you must present a photocopy of this certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and service or professional service contract. Failure to do so within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, this Division will forward a renewal application to you. Upon receipt of a properly completed renewal application, the renewal certificate will be issued. In addition, representatives of this Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment status of your organization. Moreover, this Division may provide your organization with technical assistance, as required. Please be sure to notify this Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s)  
(AA-01 Rev. 3/06)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	MIDTOWN PRIMARY CARE LLC
<b>Trade Name:</b>	
<b>Address:</b>	101 EISENHOWER PARKWAY ROSELAND, NJ 07068
<b>Certificate Number:</b>	0088198
<b>Effective Date:</b>	November 17, 2000
<b>Date of Issuance:</b>	June 19, 2009

**For Office Use Only:**  
20090619143751424

**CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON  
SEPTEMBER 3, 2008**

**PART I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Midtown Occupational Medicine has not made any reportable contributions in the \*\*one-year period preceding December 31, 2010 that would be deemed to be violations of Section Once of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and the would bar the award of the contract. I further certify that during the term of this contract Midtown Occupational Medicine will not make any reportable contributions in violation of Ordinance 08-128.

**PART II – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or business entity, will be liable for any penalty permitted under law.

Name of Business Entity Midtown Occupational Medicine, LLC

Signed [Signature] Title: CEO

Print Name Edward F Boylan, MD Date: 12/02/2010

Subscribed and sworn before me  
this 2<sup>ND</sup> day of DEC, 2010. \_\_\_\_\_ (Affiant)

My Commission expires:

[Signature] \_\_\_\_\_  
(print name & title of affiant) (Corporate Seal)

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES FEB 23, 2015

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-019

Agenda No. 10.R

Approved: JAN 12 2011

TITLE:



**A RESOLUTION TO AWARD A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR ENGINEERING, SURVEYING AND CONSTRUCTION MANAGEMENT SERVICES FOR SUMMIT-CENTRAL-PAVONIA INTERSECTION PROJECT NO. 10-016 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

**WHEREAS**, the City of Jersey City ("City") requires the professional services of a consultant to provide Engineering, Surveying and Construction Management services for Summit-Central-Pavonia Intersection Project No. 10-016; and

**WHEREAS**, in response to the City's verbal request for proposals for this project, Dresdner Robin, 371 Warren Street, Jersey City, NJ 07303 submitted the attached revised proposal dated November 19, 2010 in the amount of \$ 35,900.00; and

**WHEREAS**, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in November 2006, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to their qualifications to provide these services; and

**WHEREAS**, Dresdner Robin submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, Dresdner Robin is a pre-qualified engineering firm that provides technical and civil engineering assistance to support engineering functions such as design and construction management; and

**WHEREAS**, funds are available for this expenditure from

Acct: # 01-201-26-113-312

P.O. # 102088

\$35,900.00

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the resolution authorizing the award and agreement itself must be available for public inspection; and

**WHEREAS**, the City is awarding this contract pursuant to the fair and open provisions of the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Dresdner Robin has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

TITLE: **JAN 12 2011**

**A RESOLUTION TO AWARD A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR ENGINEERING, SURVEYING AND CONSTRUCTION MANAGEMENT SERVICES FOR SUMMIT-CENTRAL-PAVONIA INTERSECTION PROJECT NO. 10-016 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Dresdner Robin to provide engineering services for a total contract amount not exceed \$35,900.00;
2. The term of the contract shall be twelve(12) months and the design service tasks shall be completed by the vendor within forty-five (45) calendar days from the date the contract is executed by the City's Business Administrator;
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.
5. This contract is awarded using the Fair and Open Process of the Pay to Play Law, N.J.S.A. 19:44 A-20.4 et seq.;
6. The award of this contract shall be subject to the condition that Dresdner Robin provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.
7. The Certification of Compliance with the City's Contractor Pay-to-Play reform ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A 40A:4-1 et seq.

Acct: # 01-201-26-113-312 P.O. # L-102038 \$35,900.00

APPROVED: Rodney Hadley  
 Rodney Hadley, Director of DPW  
 APPROVED: [Signature]  
 Business Administrator  
 APPROVED: [Signature] 12/6/10  
 Chuck F. Lee, P.E., City Engineer

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel  
 Certification Required   
 Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/12/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

## RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Resolution Agreement:**

**A RESOLUTION TO AWARD A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR ENGINEERING, SURVEYING AND CONSTRUCTION MANAGEMENT SERVICES FOR SUMMIT-CENTRAL-PAVONIA INTERSECTION PROJECT NO. 10-016 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**2. Name and Title of Person Initiating the Resolution:**

Andrew Lim, Project Manager

**3. Concise Description of the Program, Project or Plan Proposed in the Resolution:**

Award a professional service contract to Dresdner Robin for Professional Engineering services for Summit-Central-Pavonia Intersection Improvements, Project No: 10-016 for \$ 35,900.00.

**4. Reasons (Need) for the Proposed Program, project, etc:**

Project will address pedestrian and vehicular safety upgrades. The following will be designed at the intersection; installation of video detectors for signals, upgrade pedestrian heads to "count down heads" improve traffic channelization and some streetscape which may include lighting, trees, and planters. Summit-Central-Pavonia Intersection improvements will improve vehicular and pedestrian access to the area and encourage future redevelopment.

**5. Anticipated Benefits to the Community:**

The Professional Engineering service contract will expedite the development of construction plans to improve vehicular and pedestrian access to the area and encourage future redevelopment to Summit-Central-Pavonia Intersection.

**6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):**

The professional service contract with Dresdner Robin will cost \$ 35,900.00 in City Capital Funds.

**7. Date Proposed Program or Project will Commence:**

Professional service contract should be awarded as soon as possible and design will begin immediately after a contract is executed by the City's Business Administrator.

**8. Anticipated Completion Date:**

Time for completion for the design service tasks is within one hundred twenty calendar days (120). From the date the contract is executed by the City's Business Administrator.

**9. Person Responsible for Coordinating Proposed Program, Project, etc:**

Andrew Lim, Project Manager  
NAME

(201) 547-6876  
TELEPHONE

\_\_\_\_\_  
EVENING

**10. Additional Comments:**

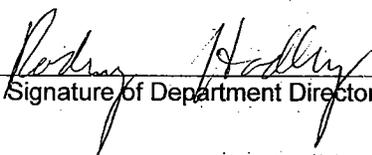
I certify that all the Facts Presented Herein is Accurate.



\_\_\_\_\_  
Signature of Division Director

12/6/10

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature of Department Director

12/7/10  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC.

**Trade Name:**

**Address:** 371 WARREN ST PO BOX 38  
JERSEY CITY, NJ 07303-0038

**Certificate Number:** 0104629

**Effective Date:** June 12, 1992

**Date of Issuance:** December 17, 2010

**For Office Use Only:**

20101217105720091

**CITY OF JERSEY CITY**  
Division of Engineering, Traffic & Transportation

**MEMORANDUM**

---

**DATE:** December 14, 2010  
**FROM:** Andrew Lim, Project Manager  
**TO:** Peter Folgado, Acting Director, Division of Purchasing  
**SUBJECT:** Professional Engineering Services contract to Dresdner Robin for Summit-Central-Pavonia Intersection Design, J.C. Project No. 10-016

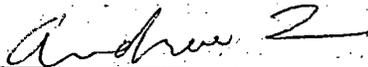
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This Division requested and received a proposal from Dresdner Robin to provide engineering services for Summit-Central-Pavonia Intersection design, Project No. 10-016. Dresdner Robin is a pre-qualified engineering firm. They submitted a revised proposal dated November 19, 2010. A copy is attached.

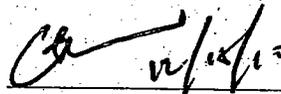
We have prepared the attached resolution and fact sheet to award a professional engineering services contract to Dresdner Robin in the next scheduled council meeting. The contract is to be funded as per the attached purchase requisition, which have been previously transmitted electronically. Please assign a purchase order number and write it on the resolution.

Also attached are the required administrative forms and a copy of the proposed contract agreement. Copies of all these documents along with a copy of the resolution have been sent to Jeana Abuan, John Mercer and Raymond Reddington for their review.

Please call us at 201-547-4412 if you have any questions or need any other information.



Andrew Lim  
Project Manager



Chuck F. Lee, P.E.,  
City Engineer

Cc: Rodney Hadley, DPW Director  
Jeana F. Abuan, Affirmative Action Officer, Office of Equal Opportunity  
Dawn Odom, Supervising Administrative Analyst  
Ruth Gonzalez, Supervising Account Clerk  
Daphne Galvin, P.E., Dresdner Robin  
File



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Atlantic**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #: 1, 2, & 9**

**State Senator and two members of the General Assembly per district.**

**County:**

**Freeholders**

**County Executive**

**County Clerk**

**Surrogate**

**Sheriff**

**Municipalities (Mayor and members of governing body, regardless of title):**

**Absecon City**

**Atlantic City**

**Brigantine City**

**Buena Borough**

**Buena Vista Township**

**Corbin City**

**Egg Harbor City**

**Egg Harbor Township**

**Estell Manor City**

**Folsom Borough**

**Galloway Township**

**Hamilton Township**

**Hammonton Town**

**Linwood City**

**Longport Borough**

**Margate City**

**Mullica Township**

**Northfield City**

**Pleasantville City**

**Port Republic City**

**Somers Point City**

**Ventnor City**

**Weymouth Township**

**Boards of Education (Members of the Board):**

**Absecon City**

**Atlantic City**

**Buena Regional**

**Egg Harbor City**

**Egg Harbor Township**

**Estell Manor City**

**Folsom Borough**

**Galloway Township**

**Greater Egg Harbor Regional**

**Hamilton Township**

**Hammonton Town**

**Longport**

**Mainland Regional**

**Mullica Township**

**Northfield City**

**Pleasantville City**

**Somers Point City**

**Weymouth Township**

**Fire Districts (Board of Fire Commissioners):**

**Buena Borough Fire District No. 1**

**Buena Borough Fire District No. 2**

**Buena Vista Township Fire District No. 1**

**Buena Vista Township Fire District No. 2**

**Buena Vista Township Fire District No. 3**

**Buena Vista Township Fire District No. 4**

**Buena Vista Township Fire District No. 5**

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

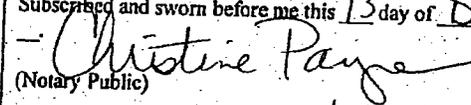
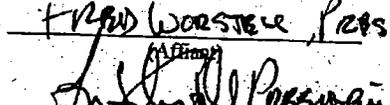
Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Fred worstell	Name:
Home Address: 30 OAK Ridge Rd BASKING Ridge, NJ 07920	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 13 <sup>th</sup> day of December 2010	Fred WORSTELL, President
 (Notary Public)	 (Print name & title of affiant)
My Commission expires: 6/18/2014	(Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
◀NAME OF CONTRACTING AGENCY▶

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.  
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:  
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;  
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing  
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<NAME OF CONTRACTING AGENCY>

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership    
 Corporation    
 Sole Proprietorship    
 Subchapter S Corporation  
 Limited Partnership    
 Limited Liability Corporation    
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                              |
|------------------------------|-------------------------------------------|
| Frederick (Fred) W. Worstell | 30 Oak Ridge Road, Basking Ridge NJ 07920 |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Dresdner Robin Environmental Management Inc ("Dresdner Robin  
Signed: [Signature] Title: President  
Print Name: Fred Worstell Date: 12/13/10

Subscribed and sworn before me this 13<sup>th</sup> day of December 2010  
My Commission expires: 6/18/2014  
Christine Payne  
(Affiant)  
CHRISTINE PAYNE NOTARY  
(Print name & title of affiant) (Corporate Seal)

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

**Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
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 or subcontractor, 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, 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 or subcontractor 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 or subcontractor 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 agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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 or subcontractor 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 agency, 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 agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

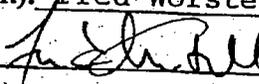
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Fred Worstell, President

Representative's Signature: 

Name of Company: Dresdner Robin Environmental Management Inc

Tel. No.: 201-217-7200 Date: 12/13/10

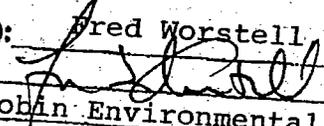
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall indemnify, in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, 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 contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Fred Worstell, President  
Representative's Signature:   
Name of Company: Dresdner Robin Environmental Management Inc  
Tel. No.: 201-217-9200 Date: 12/13/10

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
- OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
- OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

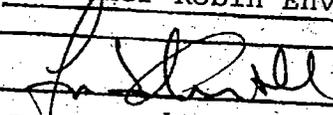
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Dresdner Robin Environmental Management Inc.

SIGNATURE: 

DATE: 12/13/10

PRINT NAME: Fred Worstell

TITLE: President

Certification 6460

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2006** to **15-JAN-2013**

**DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT**  
**371 WARREN STREET**  
**JERSEY CITY NJ 07302 3035**



A handwritten signature in cursive script, appearing to read "John P. Lawrence".

State Treasurer

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Dresdner Robin Environmental Management Inc  
Address : 371 Warren St (P.O. Box 38) Jersey City NJ 07303-0038  
Telephone No. : 201-217-9200  
Contact Name : Fred Worstell x 234

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBB)

Woman Owned business (WBE)

Neither We are an SBE

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Dresdner Robin Environmental Management Inc  
Address : 371 Warren St (P.O.Box 38) Jersey City, NJ 07303-0038  
Telephone No. : 201-217-9200  
Contact Name : Fred Worstell x 234

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither we are an SBE

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dresdner Robin (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dresdner Robin Environmental Management Inc "Dresdner Robin"

Signed [Signature] Title: President

Print Name Fred Worstell Date: 12/13/10

Subscribed and sworn before me this 12<sup>th</sup> day of Dec., 2010

My Commission expires: 6/18/2014  
Christine Payne  
(Affiant)  
Christine Payne, Notary  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4, A. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

**TITLE:**

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City  
(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L. 2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

**DEFINITIONS**

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecified services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).
- SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS**
- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (g) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

(h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

(j) Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecified Services from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.

(k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.

(l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

#### SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it; shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

#### SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

#### SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307  
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302  
Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302  
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302  
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

#### SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased, effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

Certification Required

Not Required

# Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 08-128

TITLE: 4.A.

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

| RECORD OF COUNCIL VOTE ON INTRODUCTION |     |     |      |               |     |     |      |               |     |     |      |
|----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLARO                              |     |     |      | GAUGHAN       |     |     |      | BRENNAN       |     |     |      |
| SPINELLO                               |     |     |      | FULOP         |     |     |      | FLOOD         |     |     |      |
| LIPSKI                                 |     |     |      | RICHARDSON    |     |     |      | VEGA, PRES.   |     |     |      |

✓ Indicates Vote

JAMES F. WADDLETON  
BRET SCHUNDLER  
STEVE DAIVSON  
TOM WILEN

AARON MORRILL  
RAYLIE VUNKEL  
TOM GIOGONS  
SHELLEY SKINNER

JAMES CARROLL  
SEBASTIAN BERNHEIM  
HEATHER TAYLOR  
DANIEL LEVIN

N.V.-Not Voting (Abstain)

| RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING |     |     |      |               |     |     |      |               |     |     |      |
|------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                  | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLARO                                      | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| SPINELLO                                       | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LIPSKI                                         | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ✓   |     |      |

✓ Indicates Vote

DAN FALCON  
ANTHONY MORELLI  
ANDREW HUBSCH  
MAHALEY DOWLES

YVONNE DALCER

SEP 03 2008 9-0

N.V.-Not Voting (Abstain)

| RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY |     |     |      |               |     |     |      |               |     |     |      |
|----------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLARO                                    |     |     |      | GAUGHAN       |     |     |      | BRENNAN       |     |     |      |
| SPINELLO                                     |     |     |      | FULOP         |     |     |      | FLOOD         |     |     |      |
| LIPSKI                                       |     |     |      | RICHARDSON    |     |     |      | VEGA, PRES.   |     |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

| RECORD OF FINAL COUNCIL VOTE |     |     |      |               |     |     |      |               |     |     |      |
|------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLARO                    | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| SPINELLO                     | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LIPSKI                       | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

SEP 03 2008

Adopted on second and final reading after hearing on

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 03 2008

Robert Dyme  
Robert Dyme, City Clerk

APPROVED:

Mariano Vega, Jr.  
Mariano Vega, Jr., Council President

Date: SEP 03 2008

APPROVED:

Jeremiah T. Healy  
Jeremiah T. Healy, Mayor

Date: SEP 03 2008  
Date to Mayor: SEP 04 2008

\*Amendment(s):

**Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Dreadner Robin Environmental Management Inc**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**371 Warren St**

City, state, and ZIP code  
**Jersey City, NJ 07302**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                              |
|----------------------------------------------|
| Social security number                       |
| OR                                           |
| Employer identification number<br>22 3142211 |

**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 Service (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 a U.S. citizen or other U.S. person (defined below).

**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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Christine Payne* Date ▶ 4/2010

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

November 8, 2010  
November 19, 2010 Revised

Proposal 10-10-06

## DRESDNER ROBIN

Mr. Chuck Lee, PE, City Engineer  
City of Jersey City  
Division of Engineering, Traffic & Transportation  
575 Route 440  
Jersey City, New Jersey 07305

Engineering  
Environmental  
Planning  
Land Survey  
Landscape  
Architecture  
Real Estate  
Consulting

Re: ~~Proposal for Professional Services~~  
Summit-Central-Pavonia Intersection Improvements  
Jersey City

Dear Mr. Lee:

Pursuant to our recent meeting and communications, Dresdner Robin is pleased to present this Proposal to provide Civil Engineering Design Services at the above-referenced intersection. In general, improvements anticipated for the intersection are to accommodate pedestrian and vehicular safety upgrades pursuant to funding approved under the 2010 NJDOT Transit Village Program.

We are in receipt of various documents from your office, including the Grant Application identifying the City's request for funding, and a copy of the 1974 NJDOT Signal Plan for the intersection. Your office will be providing digital copies of the City's recent aerial topographic mapping for our use in preparation of a base map for the design drawings. Regarding the funding, we are aware that a construction contract must be awarded by August 25, 2011 and are confident that Dresdner Robin can provide the appropriate bid documents to your office in time for the award. We are also aware that there is limited funding available for the improvements (\$260,000).

As discussed at our meeting, the proposed design is intended to address pedestrian and vehicular safety upgrades, with the following types of improvements anticipated in general, but not necessarily limited to:

- Installation of video detectors
- Upgrade of pedestrian heads to "count-down" heads
- Modifications for improved "channelization" of traffic through the intersection, including signage, striping and minor curb re-alignment
- Streetscape improvements, such as street lighting, street trees, planters, etc.

To determine appropriate improvements, while remaining vigilant regarding the limited funding, Dresdner Robin will be sub-contracting with Joseph Staigar Engineering, LLC, to provide traffic engineering services. As further described in the Scope of Work below, Mr. Staigar will be performing an "Intersection Improvement Study" that prioritizes needed improvements at the intersection. Mr. Staigar will also be providing consulting services throughout the design process.

371 Warren St  
P.O. Box 38  
Jersey City, NJ 07303  
201.217.9200  
Fax: 201.217.9607

603 Mattison Ave  
Suite 201  
Asbury Park, NJ 07712  
732.988.7020  
732.988.7032 FAX

4300 Haddonfield Rd  
Suite 115  
Pennsauken, NJ 08109  
856.488.6200  
856.488.4302 FAX

7 Doig Rd  
Suite 1  
Wayne, NJ 07470  
973.696.2600  
973.696.1362 FAX

DresdnerRobin.com



The anticipated budget to complete the attached scope of services (Exhibit 1) and an approximate distribution of work effort is detailed below:

#### FEE BREAKDOWN

| <u>TASK DESCRIPTION</u>                                    | <u>FEE</u>          |
|------------------------------------------------------------|---------------------|
| 1. Base Map Preparation                                    | \$ 2,200            |
| 2. Intersection Improvement Study                          | \$ 5,500            |
| 3. Preparation of Plans, Specifications & Design Documents | \$ 17,500           |
| 4. <del>Construction Bidding Services</del>                | <del>\$ 4,800</del> |
| 5. Project Management/Coordination/Meetings                | \$ 5,900            |
| <b>TOTAL</b>                                               | <b>\$ 35,900</b>    |

Revisions and preparation of supplementary submissions, which result from Client or agency review after the determination of administrative approval, will be invoiced as Additional Services and will not be performed without written authorization for the task and fee.

#### LIMITATIONS

The forgoing scope of work and fee proposal has been prepared based on typical projects performed by Dresdner Robin on similar sites. No detailed information concerning the site has been furnished to Dresdner Robin describing unusual or latent conditions that may materially affect the scope of work and thus have not been included or anticipated within the foregoing scope. Dresdner Robin reserves the right to adjust fees in the event material changes in the project scope, development mix, or timing occur. Should significant permit or public debate issues arise, that result in redesign, the fees would be adjusted accordingly. Dresdner Robin does not guarantee that any permits/approvals applied for will be granted. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client agrees and hereby does indemnify and hold Dresdner Robin harmless from any and all claims associated from using the documents for construction purposes.

As subsurface conditions are not accessible for precise mapping and must be interpreted from available data, the accuracy cannot be warranted. Subsurface conditions depicted on base mapping plans prepared by Dresdner Robin will be based on survey, available as built, test-pit or utility service records to the extent practicable. Dresdner Robin will exercise best efforts to obtain and accurately depict available information to extent practicable. Changes in drawings to facilitate actual field conditions will be performed during Construction Services.

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Reports, information packages, drawings, graphics, meetings and other work necessary to assist the Client in the closing of project finance activities are not included in the scope of work.

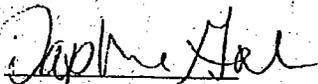
Unless specifically limited in a written agreement between Dresdner Robin and Client, Dresdner Robin has the right to rely on information provided by Client or by other Design Professionals employed by Client. As to the work of other Design Professionals furnished to Dresdner Robin for use under this Agreement (the "Work"), Client represents it owns the Work or has obtained the necessary authorization to permit use by Dresdner Robin.

This Proposal along with below listed exhibits, constitutes the entire understanding and agreement between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the parties hereto. The fees set forth in this Proposal shall be open for acceptance for sixty (60) days from the date of the Proposal. If the Proposal is signed after that date, the fees may be adjusted prior to commencement of services, subject to agreement by the Client and Dresdner Robin.

Dresdner Robin is prepared to begin work upon authorization. To initiate this project, Dresdner Robin requests acceptance of this letter and confirmation of our engagement by execution of a City Purchase Order. ~~Progress billing will be provided on a monthly basis.~~

Dresdner Robin appreciates the opportunity to provide services on another project for Jersey City. We are available to meet with you to discuss any of our cost and proposal assumptions. If we can answer any questions or provide additional data, please contact the undersigned.

Very truly yours,  
DRESDNER ROBIN



Daphne A. Galvin, PE  
Director of Engineering

Attachments:  
Exhibit 1  
Fee Schedule

## **EXHIBIT 1**

### **1. BASE MAP PREPARATION**

Utilizing the City's recent aerial topographic mapping provided by your office (in Autocad format), site inspections/field measurements and the 1974 Signal Plan, Dresdner Robin will compile a base map at an appropriate scale for use during the subsequent phases of work. It is assumed that the Autocad aerial mapping is of sufficient detail and accuracy for preparation of an appropriate base map, when supplemented by our site inspections and field measurements. Detailed field survey is not anticipated and is specifically excluded from this Scope.

### **2. INTERSECTION IMPROVEMENT STUDY**

We will prepare an Intersection Improvement Study that identifies and prioritizes needed improvements at the intersection. The Study includes preparation of sketch drawings on the base plan as conceptual layouts of the identified improvements. The purpose of the Study and drawings is to provide a definitive tool for coordinating further with the City which improvements seem to be appropriate for the intersection, and as a basis to prepare the design drawings for those improvements.

### **3. PREPARATION OF PLANS, SPECIFICATIONS & BID DOCUMENTS**

Utilizing the sketch drawings prepared above and approved by the City, Dresdner Robin will prepare preliminary design plans for the improvements. Design will be as outlined in the "NJDOT Transportation Trust Fund Authority Act - State Aid Handbook (2010)" and in accordance with City standards. Design exceptions, if any, will be identified to your office.

Grading, stormwater management and utility design is not anticipated.

Preliminary plans and specifications will be submitted to your office for review at the 65% and 95% design stages.

Construction Documents typically consist of the following drawings:

- Cover Sheet
- Contract Quantities
- General Notes and legends
- Existing Conditions Plans
- Removals Plans
- Construction Plans
- Soil Erosion and Sediment Control Plan (SESC)
- Traffic Control Plans
- Construction Detail Sheets

Grading, stormwater management and utility design is not anticipated. Soil Erosion and Sediment Control Plans will be prepared, but it is assumed that the limited area of site disturbance will not require Certification from the Hudson Essex Passaic Soil Conservation District.

Project specifications will be "supplementary", in conformance with the current NJDOT Standard Specifications for Road and Bridge Construction, as amended for State Aid. Any custom language, updated Jersey City standard modified DOT specifications, Federal Aid supplementary documents, General Conditions and Bid Document requirements, Procurement and Contracting requirements will be coordinated with and or supplied by Jersey City Engineering Department. The quantity estimate will be utilized to prepare the quantity bid documents.

~~Final plans and specifications will be submitted to your office for review and comment. Upon approval, your office will forward to the local NJDOT State Aid office for review and comments. Dresdner Robin anticipates minor plans and specification revisions based on these reviews. Further, it is assumed that all coordination with the State Aid office will be through your office.~~

Requests for revisions, supplemental information or re-submissions after the drawings have been deemed approved shall be billed at per diem rates in accordance with the attached Fee Schedule.

#### **4. CONSTRUCTION BIDDING SERVICES**

Dresdner Robin will provide twenty (20) sets of bid documents to your office for distribution to contractors. We will attend a pre-bid meeting and provide to your office responses to questions posed by the Contractors during the bid period. All other construction administration functions, including submittal reviews, RFIs, inspections, certifications, etc will be performed by your office.

As part of this Task, we will also provide the following:

- One (1) full-sized set of 24" x 36" ink-on-mylar drawings
- One (1) CD of construction plans in MicroStation DGN format, Autocad DWG format and PDF format
- One(1) CD of our supplemental specifications in Microsoft Word format
- NJDOT Engineer's Certification for Design with or without Design Exceptions
- Engineer's Cost Estimate
- Bid tabulation
- Recommendation letter for bid award

#### **5. PROJECT MANAGEMENT/COORDINATION/MEETINGS**

Dresdner Robin will provide project management services and coordinate with your office and others on an as-needed basis. We will also attend meetings with your office and the local NJDOT State Aid office, if required. Since we cannot determine the frequency and duration of meetings that will be required, Dresdner Robin has allotted a budget towards meetings, which is based on attending up to six meetings as described above.

**DRESDNER ROBIN  
FEE SCHEDULE  
Effective 01/22/2010**

| <u>PROFESSIONAL SERVICES</u>      | <u>HOURLY RATE</u> |
|-----------------------------------|--------------------|
| Principal                         | \$ 210.00          |
| Director                          | \$ 175.00          |
| Associate Consultant              | \$ 160.00          |
| Professional VII*                 | \$ 145.00          |
| Professional VI*                  | \$ 130.00          |
| Professional V*                   | \$ 115.00          |
| Professional IV*                  | \$ 105.00          |
| Professional III*                 | \$ 95.00           |
| Professional II*                  | \$ 85.00           |
| Professional I*                   | \$ 75.00           |
| Technician IV**                   | \$ 95.00           |
| Technician III**                  | \$ 85.00           |
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| Technician I**                    | \$ 70.00           |
| Administrative Support            | \$ 65.00           |
| Survey Crew 2-person              | \$ 160.00          |
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| Court Testimony (4 hr. Minimum)   | \$250.00 / Hour    |
| Public Hearing- Meeting/Testimony | \$650.00 / Meeting |

\*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner  
 \*\*Technician Designations may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

November 8, 2010  
November 19, 2010 Revised

Proposal 10-10-06

## DRESDNER ROBIN

Mr. Chuck Lee, PE, City Engineer  
City of Jersey City  
Division of Engineering, Traffic & Transportation  
575 Route 440  
Jersey City, New Jersey 07305

Re: Proposal for Professional Services  
Summit-Central-Pavonia Intersection Improvements  
Jersey City

Dear Mr. Lee:

Pursuant to our recent meeting and communications, Dresdner Robin is pleased to present this Proposal to provide Civil Engineering Design Services at the above-referenced intersection. In general, improvements anticipated for the intersection are to accommodate pedestrian and vehicular safety upgrades pursuant to funding approved under the 2010 NJDOT Transit Village Program.

We are in receipt of various documents from your office, including the Grant Application identifying the City's request for funding, and a copy of the 1974 NJDOT Signal Plan for the intersection. Your office will be providing digital copies of the City's recent aerial topographic mapping for our use in preparation of a base map for the design drawings. Regarding the funding, we are aware that a construction contract must be awarded by August 25, 2011 and are confident that Dresdner Robin can provide the appropriate bid documents to your office in time for the award. We are also aware that there is limited funding available for the improvements (\$260,000).

As discussed at our meeting, the proposed design is intended to address pedestrian and vehicular safety upgrades, with the following types of improvements anticipated in general, but not necessarily limited to:

- Installation of video detectors
- Upgrade of pedestrian heads to "count-down" heads
- Modifications for improved "channelization" of traffic through the intersection, including signage, striping and minor curb re-alignment
- Streetscape improvements, such as street lighting, street trees, planters, etc.

To determine appropriate improvements, while remaining vigilant regarding the limited funding, Dresdner Robin will be sub-contracting with Joseph Staigar Engineering, LLC, to provide traffic engineering services. As further described in the Scope of Work below, Mr. Staigar will be performing an "Intersection Improvement Study" that prioritizes needed improvements at the intersection. Mr. Staigar will also be providing consulting services throughout the design process.

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Engineering  
Environmental  
Planning  
Land Survey  
Landscape  
Architecture  
Real Estate  
Consulting

---

371 Warren St  
P.O. Box 38  
Jersey City, NJ 07303  
201.217.9200  
Fax: 201.217.9607

603 Mattison Ave  
Suite 201  
Asbury Park, NJ 07712  
732.988.7020  
732.988.7032 FAX

4300 Haddonfield Rd  
Suite 115  
Pennsauken, NJ 08109  
856.488.6200  
856.488.4302 FAX

7 Doig Rd  
Suite 1  
Wayne, NJ 07470  
973.696.2600  
973.696.1362 FAX

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DresdnerRobin.com



The anticipated budget to complete the attached scope of services (Exhibit 1) and an approximate distribution of work effort is detailed below:

#### FEE BREAKDOWN

| <u>TASK DESCRIPTION</u>                                    | <u>FEE</u>       |
|------------------------------------------------------------|------------------|
| 1. Base Map Preparation                                    | \$ 2,200         |
| 2. Intersection Improvement Study                          | \$ 5,500         |
| 3. Preparation of Plans, Specifications & Design Documents | \$ 17,500        |
| 4. Construction Bidding Services                           | \$ 4,800         |
| 5. Project Management/Coordination/Meetings                | \$ 5,900         |
| <b>TOTAL</b>                                               | <b>\$ 35,900</b> |

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#### LIMITATIONS

The forgoing scope of work and fee proposal has been prepared based on typical projects performed by Dresdner Robin on similar sites. No detailed information concerning the site has been furnished to Dresdner Robin describing unusual or latent conditions that may materially affect the scope of work and thus have not been included or anticipated within the foregoing scope. Dresdner Robin reserves the right to adjust fees in the event material changes in the project scope, development mix, or timing occur. Should significant permit or public debate issues arise, that result in redesign, the fees would be adjusted accordingly. Dresdner Robin does not guarantee that any permits/approvals applied for will be granted. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client agrees and hereby does indemnify and hold Dresdner Robin harmless from any and all claims associated from using the documents for construction purposes.

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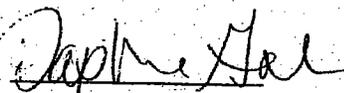
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DRESDNER ROBIN



Daphne A. Galvin, PE  
Director of Engineering

Attachments:  
Exhibit 1  
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**DRESDNER ROBIN  
FEE SCHEDULE  
Effective 01/22/2010**

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\*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner  
 \*\*Technician Designations may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

# AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and DRESDNER ROBIN., (hereinafter referred to as ("CONSULTANT").

*WHEREAS*, the CITY requires the services of an engineering firm to provide Professional Engineering Services for the design of the Summit-Central-Pavonia Intersection Improvements, Project No. 10-016 (hereinafter referred to as "Project"); and

*WHEREAS*, CONSULTANT submitted a revised proposal dated November 19, 2010, describing the services it would provide to the CITY for the fee of \$35,900.00; and

*WHEREAS*, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to preparation of design and construction plans and technical specifications; and

*NOW, THEREFORE*, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

## ARTICLE I

### Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with the design, construction plans and technical specifications for the Summit-Central-Pavonia Intersection Improvements, Project No. 10-016.

## **ARTICLE II**

### **Scope of Services**

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this agreement and the revised Proposal prepared by the CONSULTANT dated November 19, 2010 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of one hundred twenty (120) calendar days after execution of this Agreement.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are produced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

## **ARTICLE III**

### **Contractual Relationship**

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of the CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

#### **ARTICLE IV**

##### **Compensation and Payment**

1. Compensation for the performance of design and professional services described in this Agreement will be on a monthly basis in accordance with the attached CONSULTANT'S revised proposal dated November 19, 2010, with a total cost not to exceed Thirty Five Thousand Nine Hundred Dollars (\$35,900.00).

2. CONSULTANT shall submit to the CITY, invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

#### **ARTICLE V**

##### **Insurance**

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1, 000, 000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers'

compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. (10-016).

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

## **ARTICLE VI**

### **Personnel of the Consultant**

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

## **ARTICLE VII**

### **Progress Report**

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## **ARTICLE VIII**

### **Suspension or Termination**

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume

work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## **ARTICLE IX**

### **Arbitration**

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

## ARTICLE X

### Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## ARTICLE XI

### Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).
2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).
3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
  - a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

## ARTICLE XIII

### Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said

agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

#### **ARTICLE XIV**

##### **Entire Agreement**

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

#### **ARTICLE XV**

##### **P.L. 2004, c.57 (N.J.S.A. 52:32-44)**

##### **MANDATORY BUSINESS REGISTRATION REQUIREMENTS**

##### **Non Construction Contracts**

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose

contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**ARTICLE XVI**

**City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

\_\_\_\_\_  
JOHN KELLY  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

DRESDNER ROBIN

\_\_\_\_\_

BY: \_\_\_\_\_  
NAME  
TITLE

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
(NAME)  
Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

\_\_\_\_\_  
PETER SORIERO  
Risk Manager  
4-14-041

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-020

Agenda No. 10.5

Approved: JAN 12 2011

TITLE:



**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MALCOLM PIRNIE, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION OF THE REMEDIAL DESIGN OF THE PJP LANDFILL CAP**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City (City) purchased the PJP landfill site, Truck Route 1 & 9 and Sip Avenue, Block 1627, Lots 1.P, 2.A, 2.B and 5.A, and Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A and 7 (Property) from Waste Management of New Jersey, Inc. (WMI) and desires to redevelop the Property for use as a public park; and

**WHEREAS**, pursuant to the terms of an agreement between WMI and the City, WMI is constructing the landfill cap for the Property in accordance with the equivalency design approved by Malcolm Pirnie, Inc. (Malcolm Pirnie); and

**WHEREAS**, because the equivalency design was prepared before the City decided to use the Property as a public park, WMI will need clarification and assistance regarding the equivalency design during construction of the landfill cap; and

**WHEREAS**, during the construction of the landfill cap, the City needs the services of Malcolm Pirnie for design clarification assistance, review of construction progress reports prepared by WMI, and construction oversight assistance; and

**WHEREAS**, the New Jersey Department of Environmental Protection and Energy (NJDEP) advised the City that it requires supplemental air sampling of six (6) passive gas vents located on the Property and that it will be necessary to modify the air permit or eliminate the gas vents from the approved permit; and

**WHEREAS**, the City will need to develop and submit to the NJDEP Bureau of Technical Services for review and approval a sampling protocol for sampling the six (6) existing vertical passive gas vents located on the Property; and

**WHEREAS**, Malcolm Pirnie agrees to perform these services for the City for a total contract amount not to exceed \$121,000.00; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Malcolm Pirnie has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$121,000.00 are available in Account No. 04-215-55-882-990; and

**WHEREAS**, the resolution authorizing the award of this agreement and the agreement itself must be available for public inspection.

TITLE: JAN 12 2011

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MALCOLM PIRNIE, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION OF THE REMEDIAL DESIGN OF THE PJP LANDFILL CAP**

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a Professional Services Agreement, in substantially the form of the attached, with Malcolm Pirnie, Inc. for providing engineering services related to the construction of the PJP landfill cap for a total contract amount not to exceed \$121,000.00;
2. The term of the contract shall be for twelve (12) months commencing on the date the contract is executed by City officials;
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of the resolution;
5. The award of this contract shall be subject to the condition that Malcolm Pirnie, Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, hereby certify that funds in the amount of \$121,000.00 are available in Account No. 04-215- 55-882-990 for payment of this resolution.

P.O.#102128

Donna Mauer  
Donna Mauer, Chief Fiscal Officer

RR  
1-4-11

APPROVED: [Signature] 1/5/11  
APPROVED: [Signature]  
Business Administrator  
ABST.

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED **8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |               |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|---------------|
|                                         |     |     |      | 1/12/11       |     |     |      |               |     |     |               |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.          |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | VELAZQUEZ     | ✓   |     |               |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         |     |     | <b>ABSENT</b> |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |               |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

## AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Malcolm Pirnie, 17-17 Route 208 North, Second Floor, Fairlawn, New Jersey 07410 (hereinafter referred to as "Consultant").

WHEREAS, the City purchased the PJP landfill site, Truck Route 1 & 9 and Sip Avenue, Block 1627, Lots 1.P, 2.A, 2.B and 5.A, and Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A and 7 (Property) from Waste Management of New Jersey, Inc. (WMI) and desires to redevelop the Property for use as a public park; and

WHEREAS, pursuant to the terms of an agreement between WMI and the City, WMI is constructing the landfill cap for the Property in accordance with the equivalency design approved by Consultant; and

WHEREAS, during the construction of the landfill cap, the City needs the services of the Consultant for design clarification assistance, review of construction progress reports prepared by WMI, and construction oversight assistance; and

WHEREAS, the New Jersey Department of Environmental Protection and Energy (NJDEP) advised the City that it requires supplemental air sampling of six (6) passive gas vents located on the Property and that it will be necessary to modify the air permit or eliminate the gas vents from the approved permit; and

WHEREAS, the City will need to develop and submit to the NJDEP Bureau of Technical Services for review and approval a sampling protocol for sampling the six (6) existing vertical passive gas vents located on the Property; and

WHEREAS, Consultant has the skills and expertise necessary to provide these services to the City; and

WHEREAS, Consultant agrees to perform these services for the City for a total sum not to exceed \$121,000.00; and

WHEREAS, this Agreement was authorized by Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2011.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I  
Purpose of Agreement

The purpose of this Agreement is for Consultant to provide design clarification assistance, review of construction progress reports prepared by WMI, and construction oversight assistance to the City during the construction of the PJP landfill cap and to assist the City developing and submitting to the NJDEP Bureau of Technical Services for review and approval a sampling protocol for sampling the six (6) existing vertical passive gas vents located on the Property

ARTICLE II  
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Proposal prepared by Consultant dated November 4, 2010 which is attached hereto and incorporated herein by reference (Exhibit A), and in accordance with this Agreement. In the event that there is a conflict or discrepancy among the provisions of this Agreement, and the provisions of Exhibit A, the provisions of this Agreement shall govern over the provisions of Exhibit A.
2. Such described services shall be performed during a period of twelve (12) months, commencing upon the issuance of a Notice to Proceed by the Municipal Engineer.
3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

ARTICLE III  
Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV  
Compensation and Payment

1. In exchange for performing the services described in Article II herein, the Consultant shall receive a total contract amount not to exceed \$121,000.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Municipal Engineer. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V  
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than one million dollars (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily

Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

#### ARTICLE VI Termination

1. The City shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

#### ARTICLE VII Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII  
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX  
Assignment

Consultant shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

ARTICLE X  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE XII  
Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII  
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XIV  
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement

ARTICLE XV  
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVII  
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ARTICLE XVIII

### New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## ARTICLE XIX

### City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

ARTICLE XX

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$36,000.00.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
JOHN KELLY  
Business Administrator

ATTEST:

MALCOLM PIRNIE, INC.

RR  
1-5-11

November 4, 2010

Mr. Rodney Hadley  
Director  
City of Jersey City  
Department of Public Works  
575 Route 440  
Jersey City, New Jersey 07305

Re: PJP Landfill Redevelopment  
Construction Phase Services/Supplemental Air Sampling and Permitting

Dear Mr. Hadley:

Malcolm Pirnie is pleased to provide this proposal to continue to assist the City of Jersey City with construction phase services and supplemental air sampling/permitting services for the PJP Landfill site acquired by the City for redevelopment as a City park. These activities should comprise the remaining efforts necessary to complete the construction of the project. Upon construction completion and certification by the NJDEP, the City will be responsible for the long term Operations and Maintenance of the site which will involve annual cap inspections, maintenance of vegetation, and periodic passive gas and groundwater sampling. Malcolm Pirnie, if so requested by the City, would provide a proposal for those services at the appropriate time.

Waste Management of New Jersey, Inc., under the terms of its agreement with the City, recently initiated construction of the NJDEP approved remedial design of the landfill cap in accordance with the Equivalency Design prepared by Malcolm Pirnie for the City. While construction and certification of the landfill cap is the sole responsibility of Waste Management, invariably in any construction project there are requests for clarification related to the design that arise. Since the design was modified by the City to allow the later construction of a City park, Waste Management has indicated that requests for clarification related to the equivalency design are likely and will need to be addressed by the City expediently to maintain the project construction schedule. It is also recommended that periodic visits to the site be made to assure that the City's design intent is not compromised during the construction activity. This proposal provides a scope of work and budget for Malcolm Pirnie to provide construction phase services to protect the City's interests. In addition, the NJDEP has indicated that they require supplemental air sampling of six passive gas vents on the site and to either modify the air permit or eliminate the vents from the approved permit. A proposal to accomplish that task had been forwarded previously to the City but has not, as yet, been authorized. That proposal is attached for your convenient reference.

**Construction Phase Services**

We propose to provide construction phase services for the project which will consist of the following three tasks:

**Design Clarification Assistance:** Malcolm Pirnie will provide design clarification assistance and respond to Contractor/Waste Management technical inquiries regarding the equivalency closure design. We will review, assess, and respond to contractor RFI submittals associated only with the aspects of the equivalency closure design prepared by Malcolm Pirnie. Malcolm Pirnie will not evaluate questions or issues regarding Golder Associates' original design. We have budgeted 160 hours for this task.

**Construction Progress Report Review:** We will review monthly construction progress reports being prepared by Waste Management for the project and provide comment as appropriate for elements related to the equivalency design. Construction Progress Reports and any comments made by Malcolm Pirnie will be forward to the City. We have budgeted 96 hours based upon an anticipated 12 month construction schedule.

**Construction Oversight Assistance:** We will provide part-time construction oversight assistance at appropriate times during closure construction. We will make periodic site visits based upon an assumed 6-month active construction period to observe aspects of the construction associated with the equivalent closure design. We have budgeted 200 hours for this task. A complete breakdown of construction phase services is as follows:

| Construction Phase Services         | Hours | Cost     |
|-------------------------------------|-------|----------|
| Design Clarification Assistance     | 160   | \$30,000 |
| Construction Progress Report Review | 96    | \$16,000 |
| Construction Oversight Assistance   | 200   | \$35,000 |
| Total                               | 456   | \$81,000 |

The above costs are a budgetary estimate for services that will be charged on a time and materials basis for actual work performed in accordance with our attached hourly rate schedule for the project.





Rodney Hadley  
 City of Jersey City  
 Department of Public Works  
 November 4, 2010  
 Page 3 of 4

**Supplemental Air Sampling/Permitting Services**

Currently multiple air equivalency permits exist for the site and the ultimate goal is to have the appropriate air equivalency permit reflect the actual or proposed conditions at the site and current ownership of the PJP Landfill. The NJDEP Bureau of Air Permits is requesting that the appropriate paperwork be submitted by the appropriate parties in order to rectify the air equivalency permits for this site. This will require the City to submit an air equivalency permit modification application package for the July 13, 2007 air equivalency permit (PCP070001), currently held by Waste Management, in order to eliminate all the vertical passive vents that no longer exist or have already been transferred to other owners and only reflect the six existing vertical passive vents located on the southwest corner of the Siegel property.

Although the NJDEP allowed Waste Management to delay the sampling and reporting requirements presented in Waste Management's July 13, 2007 air equivalency permit (PCP070001), the NJDEP has indicated that once the modification of the July 13, 2007 air equivalency permit (PCP070001) is approved by the NJDEP, these requirements will become effective and extensions will no longer be granted. This will require Jersey City to develop and submit to the NJDEP Bureau of Technical Services for review and approval, a sampling protocol to sample the six existing vertical passive vents located on the Siegel property.

Malcolm Pirnie had developed a proposal to perform these services which details the required activities. That proposal has not yet been authorized by the City and a copy of the proposal is attached for your convenient review. The anticipated budget to perform these services is \$40,000.

**Summary of Additional Anticipated Services**

Malcolm Pirnie would perform these services in accordance with our existing hourly rate schedule for the City. We could perform these services as an amendment to our agreement with the Law Department or through a separate agreement with the Department of Public Works. The latter alternative may be preferable for the City since we would be working with the DPW during execution of this phase of the work. The requested budget allocation required to complete the project as detailed above and in the attached proposal for the City is as follows:

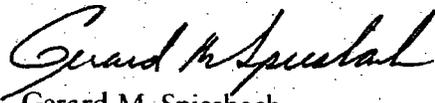
| Additional Project Completion Services        | Cost      |
|-----------------------------------------------|-----------|
| Construction Phase Services                   | \$81,000  |
| Supplemental Air Sampling/Permitting Services | \$40,000  |
| Total                                         | \$121,000 |

Rodney Hadley  
City of Jersey City  
Department of Public Works  
November 4, 2010  
Page 4 of 4

We appreciate the opportunity to continue to work with the City of Jersey City on this important project. Should you have any questions or require any additional clarifications, please feel free to contact me at your convenience.

Very truly yours,

MALCOLM PIRNIE, INC.



Gerard M. Spiesbach  
Client Manager

## Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2007 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

**Hourly Rates:** Charges for services provided will be in accordance with the following schedule:

| <u>Classification</u>                      | <u>Hourly Rate</u> |
|--------------------------------------------|--------------------|
| Technician 1                               | \$59 hr            |
| Technician 2                               | \$72 hr            |
| Technician 3                               | \$80 hr            |
| Technician 4                               | \$110 hr           |
| Technician 5                               | \$114 hr           |
| Technician 6                               | \$132 hr           |
| Technician 7                               | \$158 hr           |
| Technician 8                               | \$180 hr           |
| Sr. Project Engineer/Scientist/Architect 1 | \$106 hr           |
| Sr. Project Engineer/Scientist/Architect 2 | \$120 hr           |
| Sr. Project Engineer/Scientist/Architect 3 | \$128 hr           |
| Sr. Project Engineer/Scientist/Architect 4 | \$136 hr           |
| Sr. Project Engineer/Scientist/Architect 5 | \$164 hr           |
| Sr. Project Engineer/Scientist/Architect 6 | \$192 hr           |
| Associate                                  | \$222 hr           |
| Senior Associate                           | \$240 hr           |
| Officer                                    | \$258 hr           |

**Overtime:** No overtime premium is charged for project work outside of normal working hours.

**Other Direct Costs:** All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

**In-house services consist of:**

- Transportation - \$0.54 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting - a schedule of monthly web hosting rates is available for client access web sites

**Payment:** All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

## Attachment A

**8/10/10 Proposal for Air Sampling and Permitting of Six Existing landfill Gas Vents  
(Previously submitted to Jersey City)**

August 25, 2010

William Matsikoudis  
City of Jersey City  
Office of the Corporation Counsel  
280 Grove Street  
Jersey City, NJ 07302

Re: Proposal for Professional Engineering Services  
PJP Landfill  
Air Sampling and Permitting of Six Existing Landfill Gas Vents

Dear Mr. Matsikoudis:

Malcolm Pirnie, Inc. (Malcolm Pirnie) is pleased to submit this proposal to provide professional consulting services related to air quality sampling and permitting assistance with regards to the six existing vents located at the PJP Landfill. Our understanding of the project along with our proposed scope of work and cost estimate is presented below.

#### PROJECT UNDERSTANDING

On June 23, 2010 representatives from Malcolm Pirnie, Waste Management of New Jersey, Inc./CWM Chemical Services LLC (collectively CCS), and Sadat Associates, Inc. met with representatives from the Bureau of Air Permits, Air Compliance and Enforcement, and Site Remediation Program of the New Jersey Department of Environmental Protection (NJDEP). The purpose of this meeting was to discuss the division and cleanup of the original air equivalency permit for the PJP Landfill (site). Currently multiple air equivalency permits exist for the site and the ultimate goal is to have the appropriate air equivalency permits which reflect the actual or proposed conditions at the site and current ownership of the PJP Landfill. The NJDEP Bureau of Air Permits is requesting that the appropriate paperwork be submitted by the appropriate parties in order to rectify the air equivalency permits for this site. This will require The City of Jersey (Jersey City) to submit an air equivalency permit modification application package for the July 13, 2007 air equivalency permit (PCP070001), currently held by CCS, in order to eliminate all the vertical passive vents that no longer exist or have already been transferred to other owners and only reflect the six existing vertical passive vents located on the southwest corner of the Siegel property. The Siegel property was recently purchased by Jersey City. Once the NJDEP approves this modification, an amendment to transfer ownership of these six vents to Jersey City will need to be filed with the Bureau of Air Permits and a letter will need to be sent to the NJDEP Regional Enforcement Office by CCS indicating what vents have been removed (i.e., no longer exists or ownership has already been transferred) and which vents remain in the permit (PCP070001). The June 16, 2010 air equivalency permit (PCP100003) which covers the resigned landfill gas collection and venting system for the RV

Salvage, Junk Yard, and Truckstop areas is not affected since this permit appropriately represents future conditions.

Although the NJDEP allowed CCS to delay the sampling and reporting requirements presented in CCS' July 13, 2007 air equivalency permit (PCP070001), the NJDEP indicated during the June 23, 2010 meeting that once the modification of the July 13, 2007 air equivalency permit (PCP070001) is approved by the NJDEP, these requirements will become effective and extensions will no longer be granted. This will require Jersey City to develop and submit to the NJDEP Bureau of Technical Services for review and approval, a sampling protocol to sample the six existing vertical passive vents located on the Siegel property.

In summary, the above approach presents a systematic two step process: (1) submit all necessary paperwork to update current air equivalency permits; and (2) conduct vent sampling. Before proceeding with this step-wise approach, it should be noted that JD Trucking presented the NJDEP with data for the three existing vents located at the southwest end of the PJP Landfill and requested the NJDEP's approval to remove these vents. The NJDEP agreed. If this consideration was given to JD Trucking, Malcolm Pirnie requested at the June 23, 2010 meeting that the NJDEP also give the same consideration to Jersey City with regards to the six existing vents located on the southwest corner of the Siegel property. The NJDEP agreed that they would review data obtained from these six vents and determine if these vents were still necessary (similar to JD Trucking's request). Approval from Site Remediation and the U.S. Environmental Protection Agency (EPA) would be required to remove these vents. In an attempt to minimize the level of effort required related to permitting these six existing vents, Malcolm Pirnie is suggesting that we approach the NJDEP on Jersey City's behalf, and suggest that sampling be conducted prior to submitting any paperwork associated with updating the air equivalency permit. If it is determined that these six vents can be removed, it would eliminate the need to submit the paperwork associated with updating the July 13, 2007 air equivalency permit (PCP070001). Hence, eliminating the need to complete Tasks 2, 3 and 4 of the scope of work presented below.

## SCOPE OF WORK

### Task 1 – NJDEP Discussions/Negotiations

If authorized by Jersey City, Malcolm Pirnie will discuss and negotiate with the NJDEP the option of sampling the six existing vents located on the southwest corner of the Siegel property prior to developing an air equivalency permit modification application package. The purpose of this alternative approach is to avoid the development, submittal and negotiation of an air equivalency permit modification if test data indicates that the six existing vents are no longer necessary (i.e., possible elimination of Tasks 2 through 4). In addition, if these six vents are no longer necessary and removed, future sampling events would not be required. Based on the sampling schedule required by the July 13, 2007 air equivalency permit (PCP070001); Jersey City would save over \$17,000 every two years going forward by not having to sample these six vents any longer.

### Task 2 - Air Equivalency Permit Modification Application Package Development

Malcolm Pirnie will develop the air equivalency permit modification application package for purposes of rectifying the current air equivalency permit for the site. This modification package will cover the six existing vertical passive vents located on the southwest corner of the Siegel property. The application package will include the following:

1. Air permit application forms utilizing the NJDEP's Remote AIMS Data Input User System (RADIUS) electronic permitting program.
2. Back-up materials (i.e., documentation of emission estimates<sup>1</sup>, diagrams, project description) required for the NJDEP approval.

This scope of work assumes that the site will continue to be classified as a minor source and a State-of-the-Art (SOTA) Analysis will not be required by the NJDEP.

After preparation of a draft application, a copy will be forwarded to Jersey City and CCS for review and comment. Malcolm Pirnie will address one round of comments from Jersey City and CCS and prepare and forward the final permit package to the NJDEP on Jersey City's behalf.

### Task 3 - Responding to NJDEP Comments/Permit Negotiations

If comments are received from the NJDEP with regards to the air equivalency permit modification application package developed under Task 2, Malcolm Pirnie will respond accordingly. Malcolm Pirnie will also provide comment and negotiate the final air equivalency permit conditions with the NJDEP. Since the extent of this effort cannot be fully anticipated at this time, for the purpose of this cost proposal, Malcolm Pirnie has included in the budget 16 hours to respond to the NJDEP comments.

### Task 4 - Amendment to Transfer Ownership

Once the revised air equivalency permit is approved (Tasks 2 and 3 completed), Malcolm Pirnie will develop and submit on behalf of Jersey City an amendment to transfer the ownership of this revised air equivalency permit from CCS to Jersey City. This task does not include the effort to develop the letter required by the NJDEP Regional Enforcement Office indicating what vents have been removed from the July 13, 2007 air equivalency permit (PCP070001) (i.e., no longer exists or ownership has already been transferred) since NJDEP requested this letter be issued by CCS.

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<sup>1</sup> Based on a July 1, 2010 conversation with the NJDEP, the emission estimates presented in the original air equivalency permit application package for PCP07001 can be utilized for this submittal. Therefore, the effort related to the development of air emission estimates has not been included in this scope of work.

#### Task 5 – Development of a Landfill Gas Vent Sampling Protocol

As required by the NJDEP, Malcolm Pirnie will develop a sampling protocol for the six existing vertical passive vents located on the southwest corner of the Siegel property. The details of this sampling effort are described below in Task 6. This sampling protocol will be submitted to the NJDEP for review and approval. Malcolm Pirnie will respond to the NJDEP's questions and comments with regards to the sampling protocol.

#### Task 6 – Landfill Gas Vent Sampling

As required by the NJDEP, Malcolm Pirnie will conduct landfill gas vent sampling on the six existing vertical passive gas vents located on the southwest corner of the Siegel property. One 1-hour test will be conducted on each of the six vents. Testing for volatile organic compounds (VOCs), hazardous air pollutants (HAPs), total non-methane hydrocarbons, and methane will be conducted. Analytical methods which will be utilized to determine the concentration of these compounds in the landfill gas are as follows:

| Compound                       | U.S. EPA Method |
|--------------------------------|-----------------|
| VOCs                           | TO-15           |
| HAPs <sup>2</sup>              | TO-15           |
| Total non-methane hydrocarbons | 25C             |
| Methane                        | 3C              |

In addition, flow (utilizing an ultra-low flow meter), temperature and moisture readings will be obtained in order to convert measured concentrations to mass emission rates. A report will be developed and forwarded to the NJDEP for review.

#### Task 7 – NJDEP Negotiations with Regards to Existing Vents

Although the main purpose of the vent sampling conducted under Task 6, from an air permitting perspective, is to show compliance with permit conditions, a major goal of this initial sampling event is to collect data to determine if the six existing vents on the Siegel property are necessary (i.e., is enough landfill gas still exhausting from these vents which warrants them necessary). Malcolm Pirnie has been successful in the past with demonstrating to the NJDEP that testing is no longer necessary due to lack of flow from landfill gas vents. In this particular case the focus will be on the necessity of the six existing vents. Malcolm Pirnie will negotiate with the NJDEP for removal of these six existing vents if the data collected under Task 6 determines that these vents are not necessary. Since the extent of this effort cannot be fully anticipated at this time, for the purpose of this cost proposal, Malcolm Pirnie has included in the budget 16 hours to respond to NJDEP comments.

<sup>2</sup> As with the recently approved permit for the resigned landfill gas collection and venting system for the RV Salvage, Junk Yard, and Truckstop areas, it is assumed that the NJDEP will allow the use of U.S. EPA Method TO-15 to determine the HAPs and VOC concentrations.





**COST ESTIMATE**

A cost estimate, based on time and materials (excluding application fees) for the above tasks, is presented below. Please note that Tasks 3 and 7 may vary in magnitude depending on the level of questions or comments received from the NJDEP or the level of negotiations required. The application fee for the amendment to transfer ownership will be \$120. The application fee for an air equivalency permit modification application is waived since the site is a superfund site.

| Task                                                             | Cost     |
|------------------------------------------------------------------|----------|
| Task 1 – NJDEP Discussions/Negotiations                          | \$2,500  |
| Task 2 - Air Equivalency Permit Modification Package Development | \$9,300  |
| Task 3 – Responding to NJDEP Comments/Permit Negotiations        | \$3,600  |
| Task 4 - Amendment to Transfer Ownership                         | \$1,000  |
| Task 5 – Development of a Landfill Gas Vent Sampling Protocol    | \$3,000  |
| Task 6 – Landfill Gas Vent Sampling                              | \$17,000 |
| Task 7 – NJDEP Negotiations with Regards to Existing Vents       | \$3,600  |
| Total                                                            | \$40,000 |

We are looking forward to working with Jersey City once again on this very important project. If you have any questions regarding this proposal, please call me at 201-398-4333 or Gerry Spiesbach at 201-398-4379.

Very truly yours,

MALCOLM PIRNIE, INC.

Mary Hewitt Daly  
Associate

C:\Documents and Settings\hewitt\Desktop\JIC\JP Prop\JP Landfill Sampling Permitting Proposal.docx

- c: Gerry Spiesbach, Malcolm Pirnie
- Greg Druback, Malcolm Pirnie
- Richard Pope, Malcolm Pirnie



## Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2007 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

**Hourly Rates:** Charges for services provided will be in accordance with the following schedule:

| <u>Classification</u>                      | <u>Hourly Rate</u> |
|--------------------------------------------|--------------------|
| Technician 1                               | \$59 hr            |
| Technician 2                               | \$72 hr            |
| Technician 3                               | \$80 hr            |
| Technician 4                               | \$110 hr           |
| Technician 5                               | \$114 hr           |
| Technician 6                               | \$132 hr           |
| Technician 7                               | \$158 hr           |
| Technician 8                               | \$180 hr           |
| Sr. Project Engineer/Scientist/Architect 1 | \$106 hr           |
| Sr. Project Engineer/Scientist/Architect 2 | \$120 hr           |
| Sr. Project Engineer/Scientist/Architect 3 | \$128 hr           |
| Sr. Project Engineer/Scientist/Architect 4 | \$136 hr           |
| Sr. Project Engineer/Scientist/Architect 5 | \$164 hr           |
| Sr. Project Engineer/Scientist/Architect 6 | \$192 hr           |
| Associate                                  | \$222 hr           |
| Senior Associate                           | \$240 hr           |
| Officer                                    | \$258 hr           |

**Overtime:** No overtime premium is charged for project work outside of normal working hours.

**Other Direct Costs:** All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

**In-house services consist of:**

- Transportation - \$0.54 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting -- a schedule of monthly web hosting rates is available for client access web sites

**Payment:** All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-021

Agenda No. 10.T

Approved: JAN 12 2011



**TITLE:** RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH MALCOLM PIRNIE, INC. FOR PROVIDING ENGINEERING AND TECHNICAL SERVICES IN CONNECTION WITH THE REDEVELOPMENT OF THE PJP LANDFILL SITE LOCATED AT TRUCK ROUTE 1 & 9 AND SIP AVENUE

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City (City) is redeveloping property formerly known as the PJP Landfill Site, Truck Route 1 & 9 and Sip Avenue, Block 1627, Lots 1.P, 2.A, 2.B and 5.A, and Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A and 7 (Property) for use as a public park; and

**WHEREAS**, Resolution 09-698 approved on August 12, 2009 awarded a professional services contract in the amount of \$250,000.00 to Malcolm Pirnie, Inc. to provide engineering and technical services for the redevelopment of the Property; and

**WHEREAS**, the contract award was made in accordance with the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Malcom Pirnie performed additional services requested by the City that were not part of the contract's original scope of services that included:

1. Developing and obtaining approvals of the equivalency design for the landfill capping services from the New Jersey Department of Environmental Protection and Energy and from Waste Management of New Jersey, Inc. (WMI);
2. Revising design drawings to reflect closure grade changes negotiated between the City and WMI;
3. Providing engineering services for separating the original air permit and allowing for a transfer of the air permit for the PJP landfill to the City;
4. Performing additional engineering services needed because of the extension of the project schedule by approximately ten (10) months; and
5. Malcom Pirnie's payments made on behalf of the City of an erosion permit fee and a special insurance endorsement required in order to transfer the Property from WMI to the City; and

**WHEREAS**, the total cost for these services is \$370,000.00 and this amount is available in Account No. 04-215-55-882-990; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The contract with Malcolm Pirnie is amended to increase the contract amount by an additional \$370,000.00 and the contract term is extended to January 1, 2012; and
3. Notice of this contract amendment shall be published once in a newspaper of general circulation of the City of Jersey City as required by law.

TITLE: **JAN 12 2011**

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH MALCOLM PIRNIE, INC. FOR PROVIDING ENGINEERING AND TECHNICAL SERVICES IN CONNECTION WITH THE REDEVELOPMENT OF THE PJP LANDFILL SITE LOCATED AT TRUCK ROUTE 1 & 9 AND SIP AVENUE**

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that funds in the amount of \$370,000.00 are available in Account No. 04-215-55-882-990 P.O. #102127

RR/cw  
12/22/10

APPROVED: [Signature] 1/3/11 APPROVED AS TO LEGAL FORM  
APPROVED: [Signature] Business Administrator CORPORATION COUNSEL  
Certification Required   
Not Required  APPROVED **7-0-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |           |               |     |     |        |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|-----------|---------------|-----|-----|--------|
| 1/12/11                                 |     |     |      |               |     |     |           |               |     |     |        |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.      | COUNCILPERSON | AYE | NAY | N.V.   |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |           | VELAZQUEZ     | ✓   |     |        |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |           | FLOOD         |     |     | ABSENT |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    |     |     | ABSTAINED | BRENNAN, PRES | ✓   |     |        |

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.  
[Signature] Peter M. Brennan, President of Council  
[Signature] Robert Byrne, City Clerk

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH MALCOLM  
PIRNIE, INC. FOR PROVIDING ENGINEERING AND TECHNICAL SERVICES IN  
CONNECTION WITH THE REDEVELOPMENT OF THE PJP LANDFILL SITE LOCATED  
AT TRUCK ROUTE 1 & 9 AND SIP AVENUE**

**WHEREAS**, the City of Jersey City (City) is redeveloping property formerly known as the PJP Landfill Site, Truck Route 1 & 9 and Sip Avenue, Block 1627, Lots 1.P, 2.A, 2.B and 5.A, and Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A and 7 (Property) for use as a public park; and

**WHEREAS**, the City's governing body approved Resolution 09-698 on August 12, 2009 awarding a contract in the amount of \$250,000.00 to Malcolm Pirnie, Inc. (Consultant) to provide engineering and technical services for the redevelopment of the Property; and

**WHEREAS**, Consultant performed additional services requested by the City that were not part of the contract's original scope of services that included:

1. Developing and obtaining approvals of the equivalency design for the landfill capping services from the New Jersey Department of Environmental Protection and Energy and from Waste Management of New Jersey, Inc. (WMI);
2. Revising design drawings to reflect closure grade changes negotiated between the City and WMI;
3. Providing engineering services for separating the original air permit and allowing for a transfer of the air permit for the PJP landfill to the City;
4. Performing additional engineering services needed because of the extension of the project schedule by approximately ten (10) months; and
5. Malcolm Pirnie's payments made on behalf of the City of an erosion permit fee and a special insurance endorsement required in order to transfer the Property from W.I. to the City; and

**WHEREAS**, the cost for performing these additional services was \$370,000.00.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with Consultant authorized by Resolution 09-698 approved on August 12, 2009 is amended to increase the sum by the amount of 370,000.00 for the additional services

requested by the City and performed by Consultant in connection with the redevelopment of the P.P. landfill property.

2. The contract with Consultant is amended to include the additional services related described in Consultant's proposal dated November 4, 2010 which is attached hereto as Exhibit A for an amount not to exceed the sum of \$370,000.00.

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Consultant by an authorized representative, have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**BRIAN O'NEILL**  
Business Administrator

**ATTEST:**

**MALCOLM PIRIE, INC.**

\_\_\_\_\_  
RR  
1-5-11

November 4, 2010

Mr. Rodney Hadley  
Director  
City of Jersey City  
Department of Public Works  
575 Route 440  
Jersey City, New Jersey 07305

Re: PJP Landfill Redevelopment  
Equivalency Design Revisions

Dear Mr. Hadley:

Malcolm Pirnie congratulates the City of Jersey City on the successful completion of the acquisition and modification of the remedial capping alternative of the PJP Landfill to allow for the ultimate implementation of a new City park on the site of this Waste Management of New Jersey, Inc. former superfund site. We were extremely gratified to be a part of the team of professionals assembled by the City to bring the City's vision for this site to a successful culmination with the closing for the transfer of property that occurred in June of this year. As you know, we were charged with the responsibility to assist the City with the preparation and approval of an Equivalency Design for the landfill cap, technical assistance with negotiations with Waste Management, technical support for obtaining grant funding for the project and securing all of the environmental permits that would be required for the project to allow the closing with Waste Management to proceed.

Now that the acquisition and regulatory approval phase of the project has been successfully completed, Malcolm Pirnie respectfully requests an amendment to our contract for the remaining portion of our original project budget differed until project completion as requested by the City and additional services required by the City to complete the project. Specifically, we request an amendment covering services provided for the remaining balance differed from our original budget for the Equivalency Design services detailed in our proposal of April 20, 2010, services related to extensive redesign of the sub-grades required by Waste Management and re-permitting activities, services associated with obtaining the separation of the previous permit and final approval of the new air permit for the site, technical services supporting the City's funding of the project, services related to project coordination/management for the additional ten month extension of the project schedule, and costs incurred for environmental permit fees paid by



Rodney Hadley  
City of Jersey City  
Department of Public Works  
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Malcolm Pirnie on behalf of the City and a project specific insurance policy endorsement required by the City's agreement with Waste Management and provided by Malcolm Pirnie.

#### **Project Background**

The PJP Landfill Site (Site) is an inactive landfill located near 400 Sip Avenue, Jersey City, New Jersey. Remediation and closure of the Site was originally planned by Waste Management of New Jersey, Inc. (WMI) and CWM Chemical Series, L.L.C. with the approval of the New Jersey Department of Environmental Protection (NJDEP). The City desired to purchase and develop portions of the property, currently referred to as the RV Salvage, Truckstop and Junk Yard areas, as a park. To this point, Malcolm Pirnie has successfully developed the PJP Landfill Closure Equivalency Design, consisting of the following:

- Engineering construction drawings entitled *PJP Landfill Site, Jersey City, New Jersey, Remedial Action Construction*;
- *Closure Equivalency Engineering Report*;
- Associated support documentation including various regulatory engineering analyses, a Soil Erosion and Sediment Control (SESC) Plan, O&M Plan and CQAP Plan Addenda, permit equivalency applications, etc.; and,
- Cost estimates.

This final design reconfigured the proposed WMI Closure so that the Site could be developed as a multi-phased park by the City. As indicated earlier, there were several significant additional tasks and increased man-hours necessary to obtain these final approvals and to assist the City in acquiring the property, funding the project, and finalizing plans for park development which required additional services be provided by Malcolm Pirnie. The additional activities and the requested budget authorizations for each are detailed below.

#### **Balance of Initial Equivalency Design**

Since our April 20, 2009 proposal was submitted, all permitting approvals for the PJP site to allow Waste Management to proceed with the construction phase have been obtained. That proposal contained a budget of \$350,000 for developing and gaining NJDEP and Waste Management approval of the equivalency design for the landfill capping grades. On August 10, 2009, the City authorized \$250,000 out of the estimated \$350,000 that was requested for authorization based upon project funding considerations at that time and requested that Malcolm Pirnie differ the remaining portion of the budget until project completion.

We request that the contract be amended to reflect the \$100,000 differed from the original authorization.

### **Waste Management Required Design Revisions**

After completion of the initial equivalency design and just prior to submittal to NJDEP of the entire Equivalency Design package, WMI required a last-minute and significant change to the previously agreed to grades of the site as a condition of their continued support for the project. Changes involved the Truckstop and Junk Yard cap geomembrane and final grades being revised from 1% to 2%, changing the recreational cap surfaces, and subsequently adjusting the Site stormwater drainage design to accommodate the changed surface closure grades, and adjusting the paving surface requirements of the park development plans. Permits completed under the initial design also needed to be revised as a result of the redesign activity. As a result of last minute unexpected construction requirements by Waste Management of New Jersey, Inc. (WMI) during negotiations between the City and Waste Management, the City directed Malcolm Pirnie to include WMI's revisions in the final equivalent closure design documents. At the time the closure design was essentially completed and ready for submittal to NJDEP when sent to WMI for a review. WMI's construction documents subsequently caused a change to all design drawings and supporting permit calculations and permit submittals.

Malcolm Pirnie revised the Closure Equivalency Design documents as necessary to reflect closure grade changes negotiated between the City and Waste Management. Documents revised include the following:

- Engineering drawings;
- Closure Equivalency Engineering Report;
- SESC Plan;
- O&M Addendum;
- CQAP Addendum;
- Wetlands Permit Equivalency Application; and,
- Air Permit Equivalency Application.

Malcolm Pirnie also performed engineering analyses and calculations to support the grading change design revisions for slope stability, stormwater management, and park surface features. We also provided technical specifications for use by WMI during construction and development of park related features and equivalency closure features, such as park pathways, stormwater, drainage, passive gas vents and trenches and carbon canisters. This revision to the design also required services associated with supporting the City in its negotiation efforts with Waste

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City of Jersey City  
Department of Public Works  
November 4, 2010  
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Management. Activities include participating in meetings and conference calls with the City, and between the City and Waste Management, and coordinating with WMI technical and legal staff concerning design revision comments. We also coordinated with the NJDEP to advance the approval of the proposed equivalency closure design and approvals of the wetlands application by DLUR.

The services associated with these activities were not in our original scope of work for the project and resulted in additional charges of approximately \$98,000.

#### *Air Permit Separation/Air Permit Approval Support*

Significant additional effort was associated with providing engineering support for separating the original air permit and providing additional engineering to allow a transfer of the air permit for the PJP Landfill to Jersey City. This additional effort was not envisioned in our original proposal and was a requirement imposed upon the project by the NJDEP. The air permit application that had been submitted by Waste Management and approved by the NJDEP had classified the site as a minor emission source. NJDEP required the air permit to be separated to three distinct permits corresponding to the City, AMB, and JD Trucking Parcels, respectively. Based upon emission estimates that needed to be developed to support the permit process, the NJDEP indicated that the site should now be considered as a major emission source. Permitting a major source of air emissions takes a tremendous amount of effort and, on average, at least 18 months to obtain an air permit since the EPA and the public would need to get involved. This would have jeopardized the closing of the property and subject the City to much more scrutiny by NJDEP and EPA, more NJDEP inspections of the site, additional monitoring, reporting, and recordkeeping requirements, and likely conducting increased sampling efforts for a longer period of time.

To avoid NJDEP classifying the City's portion of the property as a major source, Malcolm Pirnie reviewed all available landfill gas sampling data, re-evaluated the amount of waste in place for the RV Salvage, Truck stop and Junk yard areas of the PJP Landfill, and ran numerous LandGEM models in an attempt to develop air emission estimates below the major source threshold that were justifiable and supportable. This effort was necessary since the permitting discrepancy as a minor source also became evident to NJDEP during the re-permitting effort. NJDEP required revised air emission estimates to allow the property to be permitted as a minor source. This discrepancy also resulted in an increase in NJDEP's review of the air permit, essentially starting the permitting effort from scratch, to make sure no other items were missed during the previous incorrectly approved permitting effort by Waste Management. Malcolm Pirnie's additional services associated with supporting the City with NJDEP to receive an Air Permit for the PJP Landfill ultimately included four detailed permit submittals and significant communication with NJDEP.

Additional services associated with these successful activities and not envisioned in our initial scope of work for the project resulted in additional charges of \$105,000.

#### **Additional Project Management/Coordination**

As you are aware, this was a complex and challenging project that, over several years, encountered and effectively managed many technical, financial, legal, funding and regulatory issues as they occurred. As a result, there was a need for close coordination and technical support not only in the initial equivalency design but in subsequent efforts related to the redesign, assistance with project funding and the air permitting activities to keep the project moving forward and meet the deadline imposed by Waste Management for the closing of the property transfer. As appropriate, additional required effort for meetings, conference calls and project coordination with the City and other involved parties has been primarily included in each of the requested budget amendments described above. The project schedule was, however, extended by approximately ten months to complete these additional requirements.

Additional project management efforts for this extension to the project schedule not envisioned in our initial scope of work for the project resulted in additional charges of \$35,000.

#### **Permit Fees and Professional Liability Insurance Endorsement**

To expedite the approval of the project in time for the closing with Waste Management, Malcolm Pirnie paid the cost of the Hudson County Soil Erosion permit on behalf of and at the request of the City. An additional cost incurred on the project was encountered in the days leading up to the closing with Waste Management. A requirement of the Transfer of Liability Agreement between the City and Waste Management was for the City to provide insurance and naming Waste Management as named insured for environmental impairment resulting from the modified capping plans. The City had investigated insurance options and determined that a project specific policy including professional liability would have been prohibitively expensive. Waste Management none the less insisted that insurance acceptable to them be in place as a condition of the closing. Malcolm Pirnie, in conjunction with our insurance carrier, was able to provide a special project specific endorsement to our existing coverage acceptable to Waste Management that allowed the closing to proceed.

The additional cost for permit fees and the special insurance endorsement was not envisioned in our original proposal and resulted in additional charges of approximately \$32,000.



Rodney Hadley  
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Department of Public Works  
November 4, 2010  
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**Summary of Requested Amendments**

We respectfully request an amendment to our agreement with the City for the balance of the originally budgeted services and the additional services provided as described above in the amount of \$370,000. Services and incurred costs would be invoiced in accordance with our attached existing hourly rate schedule for the City which has not changed since 2007. A breakdown of the additional engineering services comprising the requested amendment is as follows:

| Additional Engineering Services       | Cost      |
|---------------------------------------|-----------|
| Balance of Initial Equivalency Design | \$100,000 |
| Waste Management Design Revisions     | \$98,000  |
| Air Permit Separation/Approvals       | \$105,000 |
| Project Management/Coordination       | \$35,000  |
| Permit Fees/Insurance Endorsement     | \$32,000  |
| Total                                 | \$370,000 |

We appreciate the City moving forward on this requested authorization and thank you for this opportunity to work with the City of Jersey City on this important project. As you requested, a separate proposal letter is being provided to the City's Department of Public Works for anticipated services to continue to assist the City with the City now that Waste Management has initiated construction. Should you have any questions or require any additional clarifications, please feel free to contact me at your convenience.

Very truly yours,

MALCOLM PIRNIE, INC.

Gerard M. Spiesbach  
Client Manager



## Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2007 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

**Hourly Rates:** Charges for services provided will be in accordance with the following schedule:

| <u>Classification</u>                      | <u>Hourly Rate</u> |
|--------------------------------------------|--------------------|
| Technician 1                               | \$59 hr            |
| Technician 2                               | \$72 hr            |
| Technician 3                               | \$80 hr            |
| Technician 4                               | \$110 hr           |
| Technician 5                               | \$114 hr           |
| Technician 6                               | \$132 hr           |
| Technician 7                               | \$158 hr           |
| Technician 8                               | \$180 hr           |
| Sr. Project Engineer/Scientist/Architect 1 | \$106 hr           |
| Sr. Project Engineer/Scientist/Architect 2 | \$120 hr           |
| Sr. Project Engineer/Scientist/Architect 3 | \$128 hr           |
| Sr. Project Engineer/Scientist/Architect 4 | \$136 hr           |
| Sr. Project Engineer/Scientist/Architect 5 | \$164 hr           |
| Sr. Project Engineer/Scientist/Architect 6 | \$192 hr           |
| Associate                                  | \$222 hr           |
| Senior Associate                           | \$240 hr           |
| Officer                                    | \$258 hr           |

**Overtime:** No overtime premium is charged for project work outside of normal working hours.

**Other Direct Costs:** All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

**In-house services consist of:**

- Transportation - \$0.54 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting - a schedule of monthly web hosting rates is available for client access web sites

**Payment:** All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-022

Agenda No. 10.U

Approved: JAN 12 2011



TITLE: **RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$300,000.00 FROM THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION TO BE USED AS FUNDING FOR CONSTRUCTION OF THE FRANKLIN STREET STEPS PROJECT ALSO KNOWN AS THE ONE HUNDRED STEPS PROJECT**

Council offered and moved adoption of the following Resolution:

**WHEREAS**, in connection with a private residential development project at 100 Paterson Plank Road, Brass Works Urban Renewal Company, LLC (Brass Works) executed a Developer's Agreement with the City of Jersey City (City) on August 11, 2005; and

**WHEREAS**, the Developer's Agreement requires that Brass Works construct certain improvements in the public right of way including a staircase known as the One Hundred Steps (Project) on City-owned property located near Brass Works's project;

**WHEREAS**, the City and Brass Works expected that the staircase would be constructed within 24 months after the start of construction of the residential project; and

**WHEREAS**, the construction of the staircase was delayed for various reasons including the need to revise engineering drawings because of changes requested by the City; and

**WHEREAS**, the Brass Works had set aside the sum of \$250,000.00 for the design and construction of the staircase (Escrow Fund) but because of a redesign of the construction plans and the passage of time, additional funds are now needed for the Project; and

**WHEREAS**, the State of New Jersey Department of Transportation has offered to provide the City with a grant of \$300,000.00 from the Transportation Trust Fund to be used for the construction of the Project; and

**WHEREAS**, in order for the Project to be eligible to receive the grant funds, the Project must be constructed by the City rather than Brass Works; and

**WHEREAS**, Brass Works will give the City the construction plans and the remaining balance of the Escrow Fund, which is approximately \$140,000.00, to be used by the City for the awarding of a contract for the construction of the One Hundred Steps.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the City accepts a grant in the amount of \$300,000.00 provided by the State of New Jersey Department of Transportation to be used for the construction of the One Hundred Steps and the Mayor or Business Administrator is authorized to execute any documents necessary to effectuate the purposes of this Resolution.

RR  
1-10-11

APPROVED: \_\_\_\_\_

APPROVED: [Signature]  
Business Administrator

ABST.

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED **7-0-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |                  |     |      |               |     |     |               |
|-----------------------------------------|-----|-----|------|---------------|------------------|-----|------|---------------|-----|-----|---------------|
|                                         |     |     |      | 1/12/11       |                  |     |      |               |     |     |               |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE              | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.          |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓                |     |      | FLOOD         |     |     | <b>ABSENT</b> |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓                |     |      | VELAZQUEZ     | ✓   |     |               |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | <b>ABSTAINED</b> |     |      | BRENNAN, PRES | ✓   |     |               |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-023

Agenda No. 10.V

Approved: JAN 12 2011

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO STRULOWITZ AND GARGIULO, RPT FOR PHYSICAL THERAPY SERVICES IN CONNECTION WITH WORKERS COMPENSATION INJURIES OF JERSEY CITY EMPLOYEES**

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COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City requires physical therapists to provide services to Jersey City employees who are injured as a result of on the job injuries and illnesses; and

**WHEREAS**, the City publicly advertised a Request for Proposals using the fair and open process as described under the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, this contract award is made in accordance with the fair and open process of the Pay-to-Play Law as well as the Jersey City Pay-to-Play Ordinance 08-128; and

**WHEREAS**, proposals were received from Strulowitz and Gargiulo, RPT and The Wellness Center at Hamilton Park

**WHEREAS**, the Jersey City Insurance Fund Commission at its meeting of September 10, 2008 recommended the award of this contract to Strulowitz and Gargiulo; and

**WHEREAS**, Strulowitz and Gargiulo, 1 Nardone Place, Jersey City, possesses the necessary qualifications to provide these services and has been providing these services to the City of Jersey City since 1990 ; and

**WHEREAS**, funds are available for this expenditure from the Insurance Fund Commission Account # 11 14 298 56 000 866 and

**WHEREAS**, these services qualify as professional services agreement exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

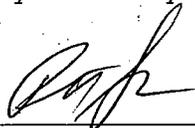
TITLE:

**RESOLUTION AUTHORIZING AWARD OF AN PROFESSIONAL SERVICES AGREEMENT TO STRULOWITZ AND GARGIULO, RPT FOR PHYSICAL THERAPY SERVICES IN CONNECTION WITH WORKERS COMPENSATION INJURIES OF JERSEY CITY EMPLOYEES**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a agreement with Strulowitz and Gargiulo an amount not to exceed ONE HUNDRED TWENTY SIX THOUSAND DOLLARS (\$ 126,000) for a term of one year starting on January 1, 2011 and ending on December 31, 2011,
2. Pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) these services are professional services which may be awarded without public bidding
3. A copy of this Resolution is to be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution.
4. This contract shall be subject to the condition that Strulowitz and Gargiulo provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, NJSA 10:5-31 et. seq.
5. The continuation of this contract after the expenditure of funds encumbered in the FY 2011 temporary budget shall be subject to the availability and appropriation of funds in the FY 2011 permanent and subsequent FY budgets. If such funds are not available, this contract shall terminate after the expenditure of funds in the FY 2011 temporary budget.

I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Account # 11 14 298 56 000 866



Peter Soriero  
J.C. Insurance Fund Commission

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

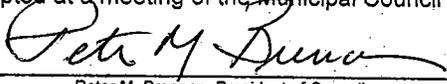
APPROVED **7-0-1**  
1/12/11

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |                  |      |               |     |     |      |               |     |               |      |
|-----------------------------------------|-----|------------------|------|---------------|-----|-----|------|---------------|-----|---------------|------|
| COUNCILPERSON                           | AYE | NAY              | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY           | N.V. |
| SOTTOLANO                               | ✓   |                  |      | GAUGHAN       | ✓   |     |      | VELAZQUEZ     | ✓   |               |      |
| DONNELLY                                |     | <b>ABSTAINED</b> |      | FULOP         | ✓   |     |      | FLOOD         |     | <b>ABSENT</b> |      |
| LOPEZ                                   | ✓   |                  |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |               |      |

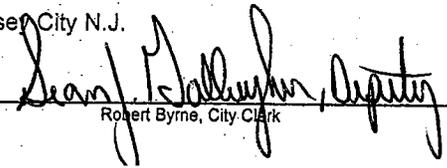
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

# CITY OF JERSEY CITY

## INTERDEPARTMENTAL MEMORANDUM

### OFFICE OF RISK MANAGEMENT

PHONE 547-5034

FAX 547-4761

**DATE:** January 5, 2011

**TO:** Members of the Jersey City Council

**FROM:** Peter Soriero, Risk Manager

**SUBJECT:** Workers' Compensation Physical Therapy services

---

Attached is the resolution awarding a contract to Strulowitz and Garguilo, RPT to provide physical therapy services to Jersey City employees who have been injured on the job. The Office of Risk management issued an RFP to solicit proposals for these services. Two proposals were received, one from Strulowitz and Garguilo and the other from The Wellness Center at Hamilton Park. This is a flat annual fee contract and Strulowitz and Garguilo submitted proposed fees of \$126,000 and The Wellness Center submitted proposed fees of \$110,000.

A review of the proposals was conducted by the Office of Risk Management and the Jersey City Insurance Fund Commission. After careful consideration the Jersey City Insurance Fund Commission is recommending the proposal from Strulowitz and Garguilo. Although their proposed fees are higher than The Wellness Center, it was the opinion of the Insurance Commission that Strulowitz and Garguilo had more extensive experience in providing these services to municipal employees. Due to the nature of their duties, specifically police officers and firefighters, it is important to have experience in this particular field.

Therefore the Insurance Fund Commission recommends that a contract for workers' compensation physical therapy services be awarded to Strulowitz and Garguilo.

I apologize for not being present at the caucus meeting to answer any questions you may have, but I will be available at the January 12<sup>th</sup> meeting if needed.

Thank you.

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full Title of Resolution Agreement:** Resolution awarding a professional services contract to Strulowitz and Gargiulo, RPT's for physical therapy to employees injured on the job.
2. **Name and Title of Person Initiating the Resolution:**  
Peter Soriero, Risk Manager
3. **Concise Description of the Program, Project or Plan Proposed in the Resolution:** Strulowitz and Gargiulo will provide physical therapy and occupational therapy to employees that have sustained on the job injuries. They will also provide preventative injury programs.
4. **Reasons (need) for the Proposed Program, Project, etc.:** The City of Jersey City must provide this service to our employees as a medical procedure to assist in the employee's recuperation and rehabilitation.
5. **Anticipated Benefits to the Community:** Our employees will receive excellent medical care therefore returning them to work on a timely basis.
6. Two proposals were received as outlined below:  
  
Proposal of Strulowitz and Gargiulo  
\$126,000 per year  
Proposal of Wellness Center at Hamilton Park  
\$110,000 per year

The Jersey City Insurance Fund Commissioners analyzed both proposals and recommended award of the contract to Strulowitz and Gargiulo. This recommendation was based on the extensive experience of Strulowitz and Gargiulo in providing physical therapy treatment to municipal employees who have been injured on the job. The Insurance Fund Commissioners feel that this extensive experience justifies the difference in the proposed fees.

6. **Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):** \$ 126,000 per year. However the City will not be responsible for any utilization over \$ 126,000.

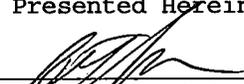
7. **Term of Contract:** January 1, 2011 to December 31, 2011

8. **Person responsible for coordinating the program:**

Peter Soriero            547-5034

I certify that all the Facts Presented Herein are Accurate:

1-5-11  
Date:

  
\_\_\_\_\_  
Signature of Division Director

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature Business Administrator

# Resolution of the City of Jersey City

## INSURANCE FUND COMMISSION

Resolution No.: CJC 2010-028

Meeting Date: December 15, 2010

TITLE:



### RESOLUTION RECOMMENDING AN PROFESSIONAL SERVICES AGREEMENT WITH STRULOWITZ & GARGIULO, RPT'S TO PROVIDE PHYSICAL THERAPY SERVICES TO CITY EMPLOYEES INJURED ON THE JOB

COMMISSIONERS: HADLEY, GAUGHAN AND ROSS OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**Whereas**, the City of Jersey City is in need of physical therapy services for employees who receive on the job injuries; and

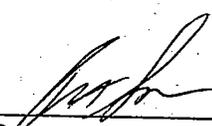
**Whereas**, the Office of Risk Management solicited proposals for these services where Strulowitz two proposals were received; and

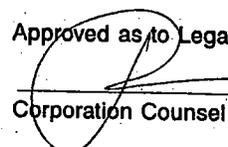
**Whereas**, after careful consideration and analysis the Insurance Fund Commission recommends the proposal submitted by Strulowitz and Gargiulo: and

**Whereas**, Strulowitz & Gargiulo has been providing these services to the City of Jersey City since 1999; and

**Whereas**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Insurance Fund Commission of the City of Jersey City that the City Council award a professional service agreement to Strulowitz and Gargiulo, RPT's. to provide physical therapy services to city employees injured on the job for the period January 1, 2011 to December 31, 2011 for an annual fee not to exceed \$126,000.00.

Approved:   
Secretary, Insurance Fund Commission

Approved as to Legal Form  
  
Corporation Counsel

#### Record of Vote by Commissioners on Passage

| Commissioner | Aye | Nay | N.V. |
|--------------|-----|-----|------|
| GAUGHAN      | ✓   |     |      |
| ROSS         | ✓   |     |      |
| HADLEY       | ✓   |     |      |

✓ Indicate vote  
N.V. —Not voting

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

10.0

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, 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 or subcontractor 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 or subcontractor 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 agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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 or subcontractor 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 agency, 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 agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Carol A. Gargiulo

Representative's Signature: 

Name of Company: Strulowitz & Gargiulo

Tel. No.: 201-792-3840 Date: 12/1/10

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, 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 contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Carl Gargiulo  
Representative's Signature: \_\_\_\_\_  
Name of Company: Stewart & Gargiulo  
Tel. No.: 201-792-3840 Date: 12/1/10

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : STRULWITZ & GREGGIO  
Address : 1 Wardens Pl. Jersey City, NJ 07306  
Telephone No. : 201-792-3840  
Contact Name : Carl Greggio

Please check applicable category :

- Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : STRUBOWITZ & GARGIULO  
Address : 1 NARDONE PL., JERSEY CITY, NJ 07306  
Telephone No. : 201-792-3840  
Contact Name : CARL GARGIULO

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Strulowitz & Garofalo (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1/1/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Strulowitz & Garofalo (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Strulowitz & Garofalo

Signed [Signature] Title: Owner

Print Name Carl Garofalo Date: 12/1/10

Subscribed and sworn before me  
this 1st day of Dec, 2010.

My Commission expires:

Eleonora Donnelly  
(Affiant)  
ELEONORA DONNELLY  
(Print name & title of affiant) (Corporate Seal)

**ELEONORA DONNELLY  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
COUNTY OF BERGEN**

**COMMISSION EXPIRES JULY 16, 2015**

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                       |
|----------------------------|---------------------------------------|
| <b>Taxpayer Name:</b>      | STRULOWITZ,DANIEL & GARGIULO,CARL     |
| <b>Trade Name:</b>         | STRULOWITZ & GARGIULO                 |
| <b>Address:</b>            | 1 NARDONE PL<br>JERSEY CITY, NJ 07306 |
| <b>Certificate Number:</b> | 0072653                               |
| <b>Effective Date:</b>     | October 15, 1984                      |
| <b>Date of Issuance:</b>   | December 01, 2010                     |

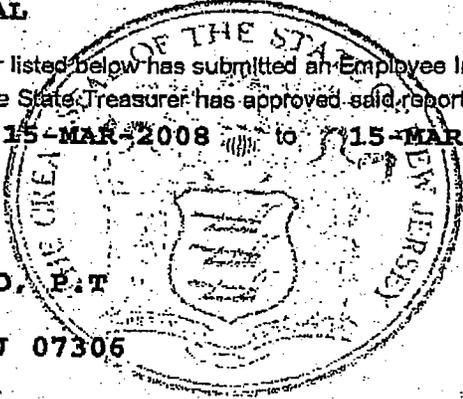
**For Office Use Only:**  
20101201153043228

Certification 36575

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2008** to **15-MAR-2011**.



**STRULOWITZ & GARGIULO, P.A.**  
**1 NARDONE PLACE**  
**JERSEY CITY NJ 07306**

A handwritten signature in black ink, appearing to read "D. A. ...", written over a horizontal line.

State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-024

Agenda No. 10.W

Approved: JAN 12 2011

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO DR. EDWARD BOYLAN D/B/A MIDTOWN OCCUPATIONAL MEDICINE FOR MEDICAL SERVICES IN CONNECTION WITH WORKERS COMPENSATION INJURIES OF JERSEY CITY EMPLOYEES**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City requires the services of medical professionals in connection with providing physical examinations of Jersey City employees as a result of on the job injuries and illnesses; and

**Whereas**, the City publicly advertised a Request for Proposals using the fair and open process as described under the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, the proposal of Dr. Edward Boylan d/b/a Midtown Occupational Medicine was the only proposal received; and

**WHEREAS**, this contract award is made in accordance with the fair and open process of the Pay-to-Play Law as well as the Jersey City Pay-to-Play Ordinance 08-128; and

**WHEREAS**, the Jersey City Insurance Fund Commission at its meeting of December 15, 2010 recommended the renewal of this contract; and

**WHEREAS**, Dr. Edward Boylan d/b/a Midtown Occupational Medicine, 550 Newark Avenue Jersey City, possesses the necessary qualifications to provide these services and has been providing these services to the City of Jersey City since April 2001; and

**WHEREAS**, funds are available for this expenditure from the Insurance Fund Commission Account # 11 14 298 56 000 866 and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

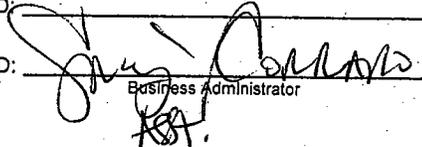
TITLE: **JAN 12 2011**

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DR. EDWARD BOYLAN D/B/A MIDTOWN OCCUPATIONAL MEDICINE FOR MEDICAL SERVICES IN CONNECTION WITH WORKERS COMPENSATION INJURIES OF JERSEY CITY EMPLOYEES**

1. The Mayor or Business Administrator is authorized to execute a agreement with Midtown Occupational Medicine for an amount not to exceed THREE HUNDRED SEVENTY THREE THOUSAND DOLLARS (\$ 373,000) for a term of one year starting January 1, 2011 and ending on December 31, 2011.
2. Pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) these services are professional services which may be awarded without public bidding.
3. A copy of this Resolution is to be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution.
4. This contract shall be subject to the condition that Midtown Occupational Medicine provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, NJSA 10:5-31 et. seq.
5. The continuation of this contract after the expenditure of funds encumbered in the FY 2011 temporary budget shall be subject to the availability and appropriation of funds in the FY 2011 permanent and subsequent FY budgets. If such funds are not available, this contract shall terminate after the expenditure of funds in the FY 2011 temporary budget.

I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Account # 11 14 298 56 000 866

  
Peter Soriero  
J.C. Insurance Fund Commission

APPROVED: \_\_\_\_\_  
APPROVED:   
Business Administrator

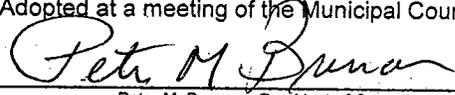
APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel

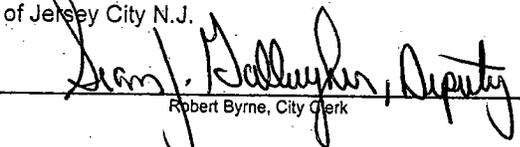
Certification Required   
Not Required

APPROVED **8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |        |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
|                                         |     |     |      | 1/12/11       |     |     |      |               |        |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | VELAZQUEZ     | ✓      |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ABSENT |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓      |     |      |

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.  
  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full Title of Resolution Agreement:** Resolution awarding a professional services contract to Dr. Edward Boylan, DBA Midtown Occupational Medicine to provide medical treatment to employees injured on the job.
2. **Name and Title of Person Initiating the Resolution:**  
Peter Soriero, Risk Manager
3. **Concise Description of the Program, Project or Plan Proposed in the Resolution:** Dr. Edward Boylan, DBA Midtown Occupational Medicine, will provide emergency, primary and specialty medical services to employees that have sustained on the job injuries.
4. **Reasons (need) for the Proposed Program, Project, etc.:** The City of Jersey City must provide this service to our employees as part of our workers' compensation medical treatment services. These services are required under N.J.S.A 34:15-15.
5. **Anticipated Benefits to the Community:** Our employees will receive excellent medical care therefore returning them to work on a timely basis.
6. **Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):** \$ 373,000 per year which includes primary care, emergency care at Midtown facility and specialist care directed by Dr. Boylan. It also includes certain diagnostic and laboratory procedures.
7. **Term of Contract:** January 1, 2011 to December 31, 2011
8. **Person responsible for coordinating the program:**  
Peter Soriero 547-5034  
Additional Comments:

I certify that all the Facts Presented Herein are Accurate:

\_\_\_\_\_  
Date: Signature of Division Director

\_\_\_\_\_  
Date: Signature of Department Director

# Resolution of the City of Jersey City INSURANCE FUND COMMISSION

Resolution No.: CJC-2010-029

Meeting Date: December 15, 2010

TITLE:



## RESOLUTION RECOMMENDING THE CITY COUNCIL AWARD AN AGREEMENT TO MIDTOWN OCCUPATIONAL MEDICINE FOR THE MEDICAL TREATMENT OF EMPLOYEES INJURED ON THE JOB

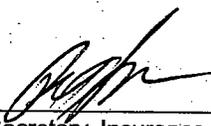
COMMISSIONERS: ROSS, HADLEY AND GAUGHAN OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City must provide medical services to employees who are injured on the job; and

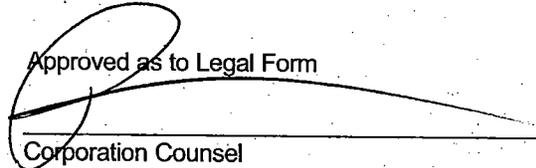
**WHEREAS**, proposals were solicited for these services by the Office of Risk Management with Midtown Occupational Medicine submitting the only proposal; and

**WHEREAS**, Midtown Occupational Medicine has been providing these services since 2001; so

**NOW, THEREFORE, BE IT RESOLVED**, The Commission of the Jersey City Insurance Fund hereby recommend that the City Council of the City of Jersey City award the contract to provide medical services, for employees injured on the job, to Midtown Occupational Medicine for the period January 1, 2011 to December 31, 2011 for a total annual fee of \$373,000.

Approved:   
Secretary, Insurance Fund Commission

Approved as to Legal Form

  
Corporation Counsel

### Record of Vote by Commissioners on Passage

| Commissioner | Aye | Nay | N.V. |
|--------------|-----|-----|------|
| GAUGHAN      | ✓   |     |      |
| ROSS         | ✓   |     |      |
| HADLEY       | ✓   |     |      |

✓ Indicate vote  
N.V. - Not voting

10.0



### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MIDTOWN PRIMARY CARE LLC  
**Trade Name:**  
**Address:** 101 HIBBENHOWER PARKWAY  
ROSELAND, NJ 07068  
**Certificate Number:** 0088198  
**Effective Date:** November 17, 2000  
**Date of Issuance:** June 19, 2009

**For Office Use Only:**  
20090619143751424

Certification 19851

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasury has approved said report. This approval will remain in effect for the period of 15-JUN-2013 to 15-JUN-2013



MIDTOWN OCCUPATIONAL MEDICINE  
550 NEWARK AVENUE, SUITE 408  
JERSEY CITY NJ 07306



*Bradley Abelson*  
State Treasurer

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON  
SEPTEMBER 3, 2008**

**PART I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Midtown Occupational Medicine has not made any reportable contributions in the \*\*one-year period preceding December 31, 2010 that would be deemed to be violations of Section Once of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and the would bar the award of the contract. I further certify that during the term of this contract Midtown Occupational Medicine will not make any reportable contributions in violation of Ordinance 08-128.

**PART II – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or business entity, will be liable for any penalty permitted under law.

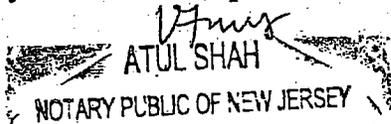
Name of Business Entity: Midtown Occupational Medicine, LLC

Signed [Signature] Title: CEO

Print Name Edward F Boylan, MD Date: 12/02/2010

Subscribed and sworn before me  
this 12<sup>th</sup> day of DEC, 2010. \_\_\_\_\_  
(Affiant)

My Commission expires:



\_\_\_\_\_  
(print name & title of affiant) (Corporate Seal)

\*\* Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: **MIDTOWN OCCUPATIONAL MEDICINE**

Address: **550 NEWARK AVENUE, STE. 308  
JERSEY CITY, NJ 07306**

Telephone No: **201-656-8700**

Contact Name: **MELISSA CRECCO**

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

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Business Name: **MIDTOWN OCCUPATIONAL MEDICINE**

Address: **550 NEWARK AVENUE, STE. 308  
JERSEY CITY, NJ 07306**

Telephone No: **201-656-8700**

Contact Name: **MELISSA CRECCO**

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

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***DIVISION OF PURCHASING COPY***

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Midtown Occupational Medicine of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC. 5121 01 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 there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, 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 owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

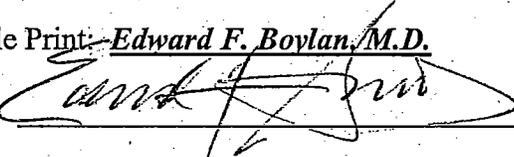
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, 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 contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Edward F. Boylan, M.D.

Representative's Signature: 

Name of Company: Midtown Occupational Medicine

Tel. No: 201-656-8700      Date: 12/2/2010

**EXHIBIT A****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor 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 or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

### EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 agency, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): ADMINISTRATOR  
HELISSA CREED  
 Representative's Signature: [Signature]  
 Name of Company: MIDTOWN OCCUPATIONAL MEDICINE  
110 JEWELL AVE TC NJ 07306

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-025

Agenda No. 10.X

Approved: JAN 12 2011

TITLE:



**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH AIRBRAKE AND EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

---

**WHEREAS**, Resolution No. 10-152, approved on March 10, 2010, awarded a contract pursuant to N.J.S.A. 40A:11-12 in the amount of **\$430,492.85** for furnishing and delivering heavy equipment; and

**WHEREAS**, the term of the contract will expire on March 9, 2011 but all of the contract funds were expended as of November 2010; and

**WHEREAS**, the City of Jersey City (City) needs to increase the contract amount with Airbrake and Equipment by an additional **\$120,000.00** because the City needs to pay for additional heavy equipments parts ordered in December 2010 and the City needs to be able to continue to service the City's automotive fleet; and

**WHEREAS**, funds in the amount of **\$20,000.00** are available in Account No. 10-01-203-26-315-210; and

**WHEREAS**, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. A change order in the amount of **\$120,000.00** increasing the total contract amount with Airbrake and Equipment from **\$430,492.85.00** to **\$550,492.85** is hereby approved; and
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law

(Continued on page 2)

**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH AIRBRAKE AND EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer Donna Mauer, Chief Financial Officer of the City of Jersey City, certify that funds in the amount of \$20,000.00 are available in Account No. 10-01-203-26-315-210.

Purchase Order # 100912

RWH/sb  
Jan 04, 2011

APPROVED: Rodney Hadley 1/4/11 APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: [Signature]  
Business Administrator Corporation Counsel

Certification Required   
Not Required

APPROVED 6-2

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |        |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
|                                         |     |     |      | 1/12/11       |     |     |      |               |     |        |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | VELAZQUEZ     | ✓   |        |      |
| DONNELLY                                |     | ✓   |      | FULOP         | ✓   |     |      | FLOOD         |     | ABSENT |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    |     | ✓   |      | BRENNAN, PRES | ✓   |        |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk



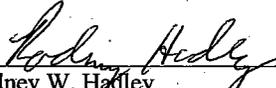
**CERTIFICATION OF RODNEY W. HADLEY**

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Automotive Maintenance is authorizing a change order resolution for furnishing and delivering heavy equipment for the Department of Public Works, Division of Automotive Maintenance.
3. The total funds requested for this purpose is \$120,000.00.
4. The funds are available in Account No. **10-01-203-26-315-210.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

1/5/11

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

**Silendra Bajnauth**

---

**From:** Raymond Reddington  
**Sent:** Wednesday, January 05, 2011 11:22 AM  
**To:** Silendra Bajnauth  
**Cc:** Rodney Hadley; Hector Ortiz  
**Subject:** Air Break resolution  
**Attachments:** Airbrake amending reso.doc

Attached is the resolution. I made some minor revisions.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

## EXHIBIT A

10.X

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor 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 or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

**EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 agency, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): William White

Representative's Signature: [Signature]

Name of Company: Bob's Equipment

Tel. No.: 973-926-0160 Date: 11/2/10

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall indemnify, in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, 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 contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: William Whit Manager  
Representative's Signature: [Signature]  
Name of Company: Ac Brak + Equipment  
Tel. No.: 973-926-0166 Date: 11/12/10

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certification 18143

GENERAL  
This is to certify that the contractor, listed on the N.J.A.C. 17:27-1.9 at bed, and the State Treasurer, has approved this report. This approval will remain in effect for the period of 15 months.



AIR BRAKE AND EQUIPMENT  
225 ROUTE 32 WEST  
HILLSIDE NJ 07208

*[Signature]*  
Andrew P. Sidamon-Erichs  
State Treasurer

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Air Brake + Equipm.t  
Address : 325 Route 22 West Hillside N.J.  
Telephone No. : 973-926-0666  
Contact Name : William Whit

Please check applicable category :

- Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Air Brch. + Equipment  
Address : 225 Route 22 West Hillside N.J.  
Telephone No. : 973-926-0166  
Contact Name : William White

Please check applicable category :

- Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

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**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** APPOLONIA, INCORPORATED  
**Trade Name:** AIR BRAKE & EQUIPMENT  
**Address:** 225 RT 22 W  
HILLSIDE, NJ 07205  
**Certificate Number:** 0067176  
**Effective Date:** October 26, 1976  
**Date of Issuance:** January 12, 2011

**For Office Use Only:**  
20110112122310835

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-026

Agenda No. 10.Y

Approved: JAN 12 2011

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services; and

**WHEREAS**, Robert Santilli Consulting has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (July 1, 2010 to Dec 31, 2010) for the sum of Sixteen Thousand Seven Hundred Fifty (\$16,750) Dollars; and

**WHEREAS**, funds in the amount of Sixteen Thousand Seven Hundred Fifty \$16,750 Dollars are available in the TY2010 budget Account No.01-201-25-240-310; and

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2010 Transition year permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Police Director has determined and certified in writing that the value of the contract will **not exceed \$17,500**; and

**WHEREAS**, Robert Santilli Consulting has completed and submitted a Business Entity Disclosure Certification which certifies that Robert Santilli Consulting has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Robert Santilli Consulting from making any reportable contributions during the term of the contract; and

**WHEREAS**, Robert Santilli Consulting has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Robert Santilli has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-026

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TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Jersey City that:

1. A six (6) month contract is awarded to Robert Santilli Consulting in the amount of \$16,750.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Robert Santilli Consulting provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2010 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution
7. The City reserves the right to terminate this contract by giving the vendor 30 days notice.

*Donna Mauer*  
Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No. 01-201-25-240-310.

**Police Department**  
Acct. No **01-201-25-240-310**  
**PO# 100964**

**Amount \$16,750.00**

APPROVED: *Samuel Jefferson*  
APPROVED: *Shay Connors*  
Business Administrator  
*ASST.*

APPROVED AS TO LEGAL FORM  
*[Signature]*  
Corporation Counsel

Certification Required   
Not Required

APPROVED **8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |               |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|---------------|
|                                         |     |     |      | 1/12/11       |     |     |      |               |     |     |               |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.          |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | FLOOD         |     |     | <b>ABSENT</b> |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |               |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |               |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*  
Peter M. Brennan, President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

2. Name and Title of Person Initiating Ordinance/Resolution :

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

PURCHASE OF MAINTENANCE 7 BY 24 ON THE EXISTING COMPUTER SOFTWARE AND THE SUPPORT OF MICROSOFT SQL SERVER THROUGHOUT THE POLICE DEPARTMENT.

4. Reasons (Need) for the Proposed Program, Project, etc.:

REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY (RSC) SOFTWARE.

5. Anticipated Benefits to the Community:

INSURANCE AGAINST LOSING THE POLICE DEPARTMENT COMPUTERIZED SOFTWARE.

6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.)

SIXTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$16,750.00)

7. Date Proposed Program or Project will Commence:

JULY 1, 2010

8. Anticipated Completion Date:

DECEMBER 30, 2010

9. Person Responsible for Coordinating Proposed Program/Project:

CAPTAIN JOHN SHORT, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate to the best of my knowledge.

*Samuel Jefferson*

Signature of Department Director

1/7/2011

Date

**Certification**

**To:** City Council

**From:** Samuel Jefferson, Police Director

**Date:** January 07, 2011

**Subject:** This is to request your approval of a resolution authoring a contract to be executed as follows:

**Firm:** Robert Santilli Consulting

**Cost:** \$16,750.00

**Purpose:** To maintain the Police Department's existing software applications created by Robert Santilli Consulting

This is requested to be awarded without public bidding pursuant to (N.J.S.A. 40A:11-5(1)(dd). I do hereby certify as follows:

1. Quotations have not been solicited because the existing software applications created by Robert Santilli Consulting is proprietary.
2. Due to the nature of the software, maintenance is specialized and necessary.

Respectfully,

  
Samuel Jefferson



HON. JERRAMIAH T. HEALY  
MAYOR

**JERSEY CITY POLICE DEPARTMENT**  
**OFFICE OF THE DIRECTOR**  
**8 ERIE STREET, 2<sup>ND</sup> FLOOR**  
**JERSEY CITY, NEW JERSEY 07302**  
**201-547-5300 FAX 201-547-4283**



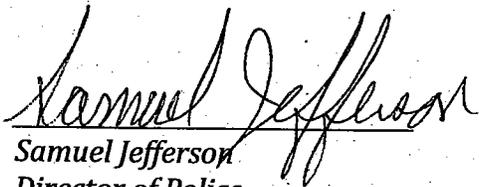
**SAMUEL JEFFERSON**  
**DIRECTOR OF POLICE**

January 7, 2011

*Mr. Peter M. Brennan*  
*Council President*  
*City Hall*  
*280 Grove Street*

*Dear Council President Brennan,*

*Due to the importance of this software to the Police Department (Off Duty, Fiscal) and the Municipal Court, it is imperative this resolution is placed on the Council Meeting on January 12<sup>th</sup>, 2011.*

  
Samuel Jefferson  
Director of Police

*Cc; Council Members*  
*John Kelly, Business Administrator*  
*Robert Byrne, City Clerk*  
*File*

*SJ/do*

# CITY OF JERSEY CITY

Requisition #

0151639

Assigned PO #

100964

## Requisition

**Vendor**  
ROBERT SANTILLI  
18 NILES AVENUE  
MIDDLETOWN NJ 07448

**Dept. Bill To**  
POLICE DEPARTMENT  
8 ERIE STREET  
JERSEY CITY NJ 07302

**Dept. Ship To**  
8 ERIE STREET  
JERSEY CITY NJ 07302

SA484240

**Contact Info**  
CAPT. JOHN SHORT  
0002015475

| Quantity | UOM | Description                                                                           | Account           | Unit Price | Total |
|----------|-----|---------------------------------------------------------------------------------------|-------------------|------------|-------|
| 1.00     | EA  | CONTRACT RENEWAL                                                                      | 01-201-25-240-310 | .00        | .00   |
|          |     | SQL SERVER,CUSTOM DATSBASE AND CUSTOM<br>PROGRAMMING SUPPORT AND MAINTENANCE CONTRACT |                   |            |       |

PAYMENT WILL BE MAKE FROM TIME TO TIME ON PARTIAL  
PAYMENT VOUCHERS.

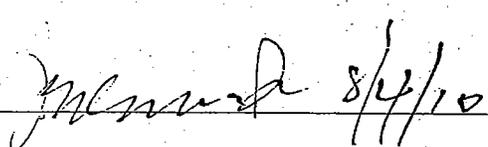
FOR:  
JCPD/SUPPIORT SERVICES/COMPUTER UNIT  
73-85 BISHOP STREET  
J.C.NJ 07304  
PHONE# 201-547-5997

Requisition Total .00

Req. Date: 08/04/2010

Requested By: FMCPHERSON

Buyer Id:

Approved By:  8/4/10

**This Is Not A Purchase Order**





## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor 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 or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

James J. Fruscione  
Acting 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:  
SANTILLI, ROBERT

ADDRESS:  
18 NILES AVENUE  
MIDDLETOWN NJ 07748  
EFFECTIVE DATE:

09/01/00

TRADE NAME:  
ROBERT SANTILLI CONSULTING

SEQUENCE NUMBER:  
1257235

ISSUANCE DATE:  
08/11/06

*James J. Fruscione*  
Acting Director  
New Jersey Division of Revenue





**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund        | Gaughan Election Fund 2005             |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc.      |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Mary Spinello for Council   | Healy for Mayor 2009                   |
| Friends of Steve Lipski                |                                        |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

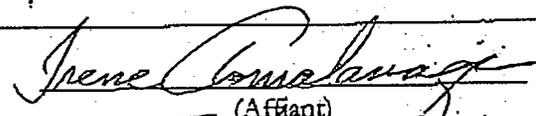
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                 |
|------------------------------|------------------------------|
| ROBERT SANTILLI              | 18 NILES AVE, MIDDLETOWN, NJ |
|                              |                              |
|                              |                              |
|                              |                              |
|                              |                              |
|                              |                              |
|                              |                              |
|                              |                              |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ROBERT SANTILLI CONSULTING  
 Signed: Robert Santilli Title: OWNER  
 Print Name: ROBERT SANTILLI Date: 7/28/10

|                                                                                                                                                                                    |                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>28</u> day of <u>July</u> , <u>2010</u><br><br>My Commission expires:<br>NOTARY PUBLIC OF NEW JERSEY<br>My Commission Expires July 28, 2011 | <br>(Affiant)<br><u>IRENE TOMALAVAGE</u><br>(Print name & title of affiant) (Corporate Seal) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

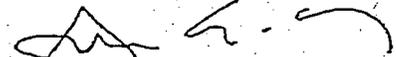
Certification 44451

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2010** to **15-MAR-2017**

**ROBERT SANTILLI CONSULTING**  
**18 NILES AVENUE**  
**MIDDLETOWN NJ 07748**



  
Andrew P. Sidamon-Eristoff  
Acting State Treasurer

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

Subscribed and sworn before me this 28 day of July, 2010

(Notary Public)

My Commission expires: **NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires **July 28, 2011**

*Irene L. Malavage*  
(Affiant)

Irene L. Malavage  
(Print name & title of affiant)

(Corporate Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and on file** at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 <NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

### EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 agency, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): ROBERT SANTILLI  
 Representative's Signature: Robert Santilli  
 Name of Company: ROBERT SANTILLI CONSULTING  
732-221-1309 12/2/2010  
 Tel. No. Date

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, 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 contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: ROBERT SANTILLI CONSULTING

Tel. No.: 732-275-0210

Date: 8/12/10

**Minority/Woman Business Enterprise (MWBE),  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : ROBERT SANTILLI CONSULTING  
Address : 18 NILES AVENUE, MIDDLETOWN, NJ 07748  
Telephone No. : 732-275-0210  
Contact Name : ROBERT SANTILLI

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : ROBERT SANTILLI CONSULTING  
Address : 18 NILES AVE, MIDDLETOWN, NJ 07748  
Telephone No. : 732-275-0210  
Contact Name : ROBERT SANTILLI

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #s:**

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

**Municipalities (Mayor and members of governing body, regardless of title):**

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

---

**Robert Santilli**  
**Consulting**

18 NILES AVENUE, MIDDLETOWN, NJ 07748 (732) 275-0210

---

**Statement of Work**  
**For**  
**Jersey City Police Department**  
**Contract Programming and Maintenance**

**Address: 8 Erie Street**  
**Jersey City, NJ 07302**  
**Contact: John Tkaczyk**

June 3, 2010

## **Contract Overview**

This contract includes maintenance and support and upgrade of all existing applications created by Robert Santilli Consulting as well as support of Microsoft SQL Server as installed at the JCPD and data conversions and recovery. An estimate of 300 hours of work for all support, applications and data conversions will be billed at a rate of \$75 per hour. The regular billable rate is \$100 but will be cut to \$75 with the acceptance of this agreement. Minimum required SQL Server maintenance will be billed at a rate of \$600.00 per month.

## **Scope of Work / Summary of Tasks**

Maintenance will be provided for the following applications:

- Narcotics Database
- Gang Database
- Narcotics Drug Lab Reporting Database
- Purchasing Database (All Years)
- ABC Unit Database
- Officer Salary Database
- Civilian Salary Database
- Medical Database
- Juvenile Database
- Juvenile Curfew Database
- Assigned Cases Database
- Assigned Cases Web Based Application
- Juvenile Arrests Web Based Application
- Off Duty Application
- BlockWatch Web Based Application
- Municipal Database
- Stolen Vehicle Database
- Seized Car / Car Pound Database
- Off Duty Employment
- Auto Theft Database
- UCR Online Reporting System (Arrests, Accidents, Investigations and Property)
- Internal Affairs Application
- IAU Photo Database
- IAU Database
- Police Range Database
- Help Desk Manager
- Chief's Correspondence
- Field Interviews Database
- Missing Persons Database

Anticipated Projects:

- Conversion of applications to browser based
- Juvenile Data Merge
- Missing Persons Database

Support will cover all existing projects, programming, and data recovery or conversion as required by the Jersey City Police Department and as agreed upon between the Jersey City Police Department and Robert Santilli Consulting. Any additional projects that go beyond the 300 billable hours will be handled under a separate contract.

Should the customer request work, which is not included in the above, it must be handled as a separate project and will require its own Statement of Work.

## **Breakdown of Charges**

- Required SQL Server maintenance on installed SQL Server software, hardware, data and backups as installed at the JCPD at a rate of \$800.00 per month.

- An estimate of 300 hours of work for all support, applications and data conversions billed at a rate of \$75 per hour.
- A monthly statement of billable contract hours expended in support of the JCPD applications will be provided over and above server maintenance. This will include monthly programming and data conversion activities as required.
- The SQL maintenance and administration monthly cost reflects a larger amount than last year due to the growing amount of databases and applications. The estimated hours of work for support, applications and data conversions has increased to cover the anticipated projects and conversions listed above.
- This contract will cover the period of July 1, 2010 through June 30, 2011.

### **Performance of Services**

Robert Santilli Consulting shall determine the manner in which the Services are to be performed and the specific hours to be worked. CITY OF JERSEY CITY must contact Robert Santilli Consulting to arrange for the scheduling of appointments so as to enable Robert Santilli Consulting to reasonably fulfill their obligations under this Agreement. City of Jersey City will forfeit the remaining hours if they are not used within the contracted term.

### **Confidentiality**

Robert Santilli Consulting agrees that Robert Santilli Consulting will not at any time or in any manner, either directly or indirectly, use any Information for Robert Santilli Consulting's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CITY OF JERSEY CITY. Robert Santilli Consulting will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

### **Outside Contractors/Consultants**

CITY OF JERSEY CITY recognizes that computer consulting involves a wide range of skills and degrees of expertise and that there may be times that an outside consultant/contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Robert Santilli Consulting. Contacting an outside contractor/consultant will be done solely by CITY OF JERSEY CITY. Robert Santilli Consulting will if possible make recommendations or referrals but the hiring is to be done by CITY OF JERSEY CITY only. Robert Santilli Consulting is not responsible for the added cost or the standard of work done by any outside consultant/contractor. The need for an outside consultant/contractor does not change the terms or validity of this contract nor does it dismiss the charges incurred by the CITY OF JERSEY CITY for Robert Santilli Consulting in working on the problem prior to the transfer to an outside contractor/consultant.

### **Termination Of Agreement**

This Agreement shall be effective for a period of twelve (12) months, or when the twenty (322) hours have been used whichever comes first. The Monthly SQL Server maintenance agreement will be effective for a period of twelve (12) months.

### **Disclaimer**

#### **Responsible for the following:**

Completion of all project tasks and maintenance as outlined above.

#### **Will not be responsible for the following:**

Any major projects whose billable hours go beyond the above stated 322 hours.

Any software not detailed in the above Statement of Work or agreed upon between RSC and the JCPD.

### **Project Cost**

Billings for this project: \$9600 for required monthly SQL Server maintenance and \$24,150.00 for application support and development as required. Maximum total contract \$33,750.00

\_\_\_\_\_  
Robert Santilli

\_\_\_\_\_  
Date

