

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

City Clerk File No. Res. 12-836
 Agenda No. 10.A
 Approved: DEC 19 2012
 TITLE: _____



RESOLUTION AUTHORIZING CY 2012 APPROPRIATION TRANSFERS

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

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2012 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

	From	To
31-430 ELECTRICITY	184,000	
20-102 DIV. OF PURCHASING		13,900
31-435 COMMUNICATIONS-ALL DEPTS.		67,000
23-221 HEALTH BENEFIT WAIVER		8,100
20-105 PERSONNEL		20,000
42-400 JC PARKING AUTHORITY		75,000
TOTAL	184,000	184,000

APPROVED: _____
 APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-837

Agenda No. 10.B

Approved: DEC 19 2012

TITLE:



RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2012 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A 40A:4-87

Council resolution:

Offered and moved adoption of the following

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and;

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

	FROM	TO
Urban Area Security Initiative(UASI)	\$1,881,500	\$3,573,000
Newark Ave SS Phase 5 & Liberty Ave SS	0	\$709,000
Various Sts Resurfacing (LAIF)	0	\$1,278,095
Bullet Proof Vest Partnership	0	\$7,211
Body Armor Replacement Fund	0	\$70,815
Division of Highway Traffic Safety	0	\$27,900

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2012 Municipal Budget:

	FROM	TO
Urban Area Security Initiative(UASI)	\$1,881,500	\$3,573,000
Newark Ave SS Phase 5 & Liberty Ave SS	0	\$709,000
Various Sts Resurfacing (LAIF)	0	\$1,278,095
Bullet Proof Vest Partnership	0	\$7,211
Body Armor Replacement Fund	0	\$70,815
Division of Highway Traffic Safety	0	\$27,900

BE IT FURTHER RESOLVED that notification of these budget changes will be made to the Director of the Division of Local Government Services on forms as prescribed by the aforementioned authority.

APPROVED: *Donna Walker, CFO*
 APPROVED: *John Kelly*
Business Administrator

APPROVED AS TO LEGAL FORM: *[Signature]*
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-838
 Agenda No. 10.C
 Approved: DEC 19 2012
 TITLE:



RESOLUTION REQUESTING CHANGE IN TITLE, TEXT, OR AMOUNT OF APPROPRIATION PURSUANT TO NJS 40A:4-85.

COUNCIL
 of the following resolution:

offered and moved adoption

WHEREAS, N.J.S. 40A:4-85 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of any county or municipality, make such corrections of the title, text, or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any county or municipality,

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

- In accordance with the provision of N.J.S. 40A:4-85, the City of Jersey City hereby requests the Director of the Division of Local Government Services to make the following correction in the CY 2012 budget:

	<u>Adopted</u>	<u>Amended</u>
Matching Funds for Grants	\$50,000	\$35,605
Matching Funds - Subregional Transportation Program	\$57,581	\$71,976

- That the foregoing correction is, in the opinion of the governing body, warranted and authorized by the statute referred to above, and is necessary for the orderly operation in the County of Hudson, City of Jersey City for the reallocation of funds to meet the minimum match requirements.

BE IT FURTHER RESOLVED that the City Clerk forward two copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: *Donna M. Maher, CFO*
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-839

Agenda No. 10.D

Approved: _____

WITHDRAWN

TITLE: _____



RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF SPECIAL EMERGENCY NOTES OF THE CITY

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore finally adopted, on December 19, 2012, an ordinance entitled: "AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$9,500,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF CITY EMPLOYEES" (the "Ordinance"), for the purpose of appropriating the sum of \$9,500,000 as a special emergency appropriation pursuant to N.J.S.A. 40A:4-53(h).

SECTION 2. The City hereby determines to finance the special emergency appropriation referred to in Section 1 herein by the issuance of Special Emergency Notes of the City, which may be renewed from time to time, as provided by law. Special Emergency Notes of the City are hereby authorized to be issued in the principal amount of \$9,500,000 pursuant to the Local Budget Law. At least 1/5 of all such Special Emergency Notes and the renewals thereof, shall mature and be paid in each year, provided however, 1/3 of such Special Emergency Notes shall be paid in the first year following the date of adoption of this resolution and all such Special Emergency Notes shall have matured and have been paid not later than the last day of the fifth year following the date of adoption of this resolution.

SECTION 3. All Special Emergency Notes issued hereunder shall mature at such times as may be determined by the chief financial officer, subject to the limitations set forth in Section 2 hereof. The chief financial officer shall determine all matters in connection with Special Emergency Notes issued pursuant to this resolution, and the chief financial officer's signature upon the Special Emergency Notes shall be conclusive evidence as to all such determinations. All Special Emergency Notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:4-55(b). The chief financial officer is hereby authorized to sell part or all of the Special Emergency Notes from time to time, at no less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Special Emergency Notes pursuant to this resolution is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Special Emergency Notes sold, the price obtained and the name of the purchaser, and such report shall be entered in full on the minutes of such meeting.

SECTION 4. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the Special Emergency Notes authorized by the Ordinance and hereunder. The Special Emergency Notes shall be direct, unlimited obligations of the City. The powers and obligations of the City to pay any Special Emergency Note issued pursuant to this resolution and the Local Budget Law shall be unlimited and the City shall have the power and be obligated to levy ad valorem taxes upon all taxable property within the City for the payment of such Special Emergency Notes and interest thereon, without limitation of rate or amount.

City Clerk File No. Res. 12-839

Agenda No. 10.D

TITLE:

WITHDRAWN

SECTION 5. All Special Emergency Notes issued pursuant to this resolution shall be executed by the Chief Financial Officer and the Mayor of the City, and shall be under the seal of the City and attested by the City Clerk. Such officers are hereby authorized to execute and deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the Special Emergency Notes.

SECTION 6. The City reasonably expects to commence the purpose described in the ordinance referred to in Section 1 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of Special Emergency Notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the Special Emergency Notes authorized in Section 2 hereof.

SECTION 7. A copy of this resolution as adopted shall be filed with the Director of Local Government Services in the Department of Community Affairs, State of New Jersey.

SECTION 8. This resolution shall take effect immediately.

APPROVED: Donna Manu, CFO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				LAVARRO			
DONNELLY				FULOP				RICHARDSON			
LOPEZ				COLEMAN				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

WITHDRAWN

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-840

Agenda No. 10.E

Approved: _____

TITLE: _____

WITHDRAWN



RESOLUTION WAIVING THE TWENTY DAY WAITING PERIOD OTHERWISE REQUIRED TO EFFECTUATE CITY ORDINANCE# 12-159

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, on December 19, 2012, the Council adopted the Ordinance listed above; and

WHEREAS, the Ordinance listed above provides for a special emergency appropriation to provide for the payment of contractually required severance liabilities resulting from the retirement of City employees; and

WHEREAS, following adoption of the Ordinance listed above, the City intends to adopt a resolution authorizing the issuance of special emergency notes to fund said special emergency appropriation; and

WHEREAS, said special emergency notes must be issued prior to December 31, 2012 in order to fund payments made and to be made during the fiscal year ending on such date, but said special emergency notes cannot be issued until the Ordinance listed above is effective; and

WHEREAS, N.J.S.A. 40:69A-181(a) provides that an ordinance goes into effect on the twentieth day after the date of its approval by the Mayor unless the Council, by resolution, declares an emergency; and

WHEREAS, the Council wishes to waive the 20 day waiting period as an emergency because said special emergency appropriation must be in place, and said special emergency notes must be issued, prior to the end of the current fiscal year, and allowing the 20 day waiting period to run would frustrate these objectives, resulting in fiscal and budgetary difficulties for the City.

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

1. the Council declares an emergency requiring the immediate implementation of Ordinance# 12-159 for the reason stated above;
2. pursuant to 40:69A-181(a), the twenty (20) day waiting period prior to the effective date of the Ordinance is hereby waived so that the Ordinance may become effective immediately.

APPROVED: *Donna Manes (CF)*

APPROVED AS TO LEGAL FORM _____

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				LAVARRO			
DONNELLY				FULOP				RICHARDSON			
LOPEZ				COLEMAN				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.

WITHDRAWN

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-841

Agenda No. 10.F

Approved: DEC 19 2012

TITLE:



RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY AUTHORIZING AN EMERGENCY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-46 TO PROVIDE FUNDS FOR THE PAYMENT OF AMOUNTS OWED BY THE CITY TO THE OWNERS OF VARIOUS PROPERTIES IN THE CITY AND AUTHORIZING THE ISSUANCE OF EMERGENCY NOTES TO FUND SUCH EMERGENCY APPROPRIATION

WHEREAS, an emergency has arisen with respect to the payment of amounts owed by the City of Jersey City, in the County of Hudson, New Jersey (the "City") to the owners of various properties for taxes levied in the City and no adequate provision was made in the 2012 budget for the aforesaid purpose, and N.J.S.A. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of the emergency appropriation created including the appropriation to be created by this resolution is \$2,674,802 and three (3) percent of the total operating appropriations in the budget for 2012 is \$14,567,292; and

WHEREAS, the foregoing appropriation is to meet a pressing need for public expenditure to protect or promote the public health, safety, morals or welfare or to provide temporary housing or public assistance prior to the next succeeding fiscal year; and

WHEREAS, the foregoing appropriation together with prior appropriations does not exceed three (3) percent of the total operating appropriations (including utility operating appropriations) in the budget for 2012.

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) as follows:

1. An emergency appropriation is hereby made for the payment of amounts owed by the City of Jersey City, in the County of Hudson, New Jersey (the "City") to the owners of various properties for taxes levied in the City in the amount of \$2,674,802.
2. That the Chief Financial Officer of the City has certified that the expenditures to be financed through this resolution are related to the aforementioned emergency.
3. That said emergency appropriation shall be provided for in full in the 2013 budget, within CAPs, pursuant to N.J.S.A. 40A:4-47, except to the extent, if any, that provision for paying, funding or refunding said emergency appropriation shall previously have been made by authorization of bonds pursuant to the Local Bond Law.
4. That an "Emergency Note" not in excess of the above amount is hereby authorized in accordance with the provisions of N.J.S.A. 40A:4-51.
5. All Emergency Notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that all such Emergency Notes and any renewals thereof shall mature not later than December 31, 2013. The Chief Financial Officer shall determine all matters in connection with the Emergency Notes issued pursuant to this resolution, and the Chief Financial Officer's signature upon the Emergency Notes shall be conclusive evidence as to all such determinations. All Emergency Notes issued hereunder may be renewed

TITLE:

- 6. from time to time subject to the provisions of N.J.S.A. 40A:4-51. The Chief Financial Officer is hereby authorized to sell part or all of the Emergency Notes from time to time, at not less than par and accrued interest, at private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price plus accrued interest from their date to the date of delivery thereof.
- 7. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of Emergency Notes pursuant to this resolution is made, the amount, the description, the interest rate and the maturities of the Emergency Notes sold, the price obtained and the name of the purchaser, and such report shall be entered in full on the minutes of such meeting.
- 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the Emergency Notes authorized by this resolution. The Emergency Notes shall be direct, unlimited obligations of the City. The power and obligation of the City to pay any Emergency Notes issued pursuant to this resolution and the Local Budget Law shall be unlimited and the City shall have the power and be obligated to levy ad valorem taxes upon all taxable property within the City for the payment of such Emergency Notes and interest thereon, without limitation of rate or amount.
- 9. All Emergency Notes issued pursuant to this resolution shall be executed by the Chief Financial Officer and the Mayor of the City, and shall be under the seal of the City and attested by the Clerk of the City. Such officers are hereby authorized to execute and deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the Emergency Notes.
- 10. That the statement required by the Local Finance Board has been filed with the Clerk of the City and a copy transmitted to the Director of the Division of Local Government Services.
- 11. That two (2) certified copies of this resolution be filed with the Director of the Division of Local Government Services.

APPROVED: *Joseph Mauer, CFO* APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]* *[Signature]*

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**AFFIDAVIT OF CHIEF FINANCIAL OFFICER
OF THE CITY OF JERSEY CITY PURSUANT TO N.J.S.A. 40A:4-52**

I, Donna Mauer, the Chief Financial Officer of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), DO HEREBY CERTIFY as required by N.J.S.A. 40A:4-52 and with respect to the City's fiscal year that commenced January 1, 2012, as follows:

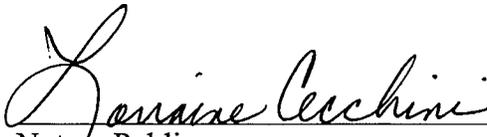
1. The total of the City's current and utility operating appropriations made in the budget adopted for the current year is \$485,576,400.
2. Three (3%) of the foregoing amount is \$14,567,292.
3. The total amount of prior emergency appropriations during the current fiscal year is \$0.
4. The amount of the emergency appropriation is \$2,674,802 to provide funds for the payment of amounts owed by the City to the owners of various properties for taxes levied in the City.
5. The total amount of all emergency appropriations during the current fiscal year when added to the emergency appropriation of \$2,674,802 is less than 3% of current and utility operating appropriations made in the budget adopted for the current year.

IN WITNESS WHEREOF, I have hereunto set my hand as Chief Financial Officer of the City this 2nd day of December, 2012.



Name: Donna Mauer
Title: Chief Financial Officer

Sworn to and subscribed before me
this 12th day of December, 2012.



Notary Public

**Lorraine Cecchini
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 1, 2013**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Donna Mauer, the Chief Financial Officer of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), DO HEREBY CERTIFY as required by N.J.S.A. 40A:4-48 as follows:

Purpose of emergency appropriation: To provide funds for the payment of amounts owed by the City to the owners of various properties for taxes levied in the City in the amount of \$2,674,802.

Date(s) of occurrence: September 24, 2012

Have any **contracts** been awarded or purchase orders placed in connection with this emergency appropriation? Yes.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 2nd day of December, 2012.



Donna Mauer, Chief Financial Officer

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

City Clerk File No. Res. 12-842

Agenda No. 10.G

Approved: DEC 19 2012

TITLE:



RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY AUTHORIZING AN EMERGENCY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-46 AND A SPECIAL EMERGENCY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-54 TO PROVIDE FUNDS FOR RESPONSE TO THE EXTRAORDINARY EXPENSES RESULTING FROM DAMAGE CAUSED BY SUPER STORM SANDY AND FURTHER AUTHORIZING THE ISSUANCE OF EMERGENCY NOTES AND SPECIAL EMERGENCY NOTES TO FUND SUCH EMERGENCY APPROPRIATION AND SPECIAL EMERGENCY APPROPRIATION

WHEREAS, it has been found necessary to make an emergency appropriation and a special emergency appropriation to meet certain expenses incurred or to be incurred as a result of the extraordinary damage to the streets, roads and other public property caused by Super Storm Sandy (the "Recovery") requiring the appropriation of funds of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City"), in the amount of \$16,000,000.00; and

WHEREAS, N.J.S.A 40A:4-46 provides that it shall be lawful to make an emergency appropriation, after the adoption of a budget, for a purpose which is not foreseen at the time of the adoption thereof, or for which adequate provision was not made therein, to meet a pressing need for public expenditure to protect or promote the public health, safety, morals or welfare or to provide temporary housing or public assistance prior to the next succeeding fiscal year, which emergency appropriation and emergency notes issued to finance the same shall be provided for in the succeeding annual budget, pursuant to N.J.S.A 40A:4-47; and

WHEREAS, N.J.S.A 40A:4-54 provides that it shall be lawful to make a special emergency appropriation to cover the cost of extraordinary expenses for the repair, reconstruction of streets, roads or bridges, or such other public property damaged by flood or hurricane where such expense was not foreseen at the time of the adoption of the budget, which special emergency appropriation and special emergency notes issued to finance the same shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth of the amount authorized pursuant to this act:

NOW, THEREFORE BE IT RESOLVED (by not less than two-thirds of the full membership of the governing body affirmatively concurring) as follows:

1. Pursuant to N.J.S.A. 40A:4-46, an emergency appropriation is hereby made in the amount of \$580,000.00 for the Recovery. The \$580,000.00 appropriated herein is sufficient to fund the emergency.
2. Pursuant to N.J.S.A. 40A:4-54, a special emergency appropriation is hereby made in the amount of \$15,420,000.00 for the Recovery. The \$15,420,000.00 appropriated herein is sufficient to fund the special emergency.
3. The emergency appropriation set forth in Section 1 hereof shall be provided for in the budget of the succeeding year except to the extent, if any, that provision for paying, funding or refunding any such emergency appropriation or for financing the purpose of the expenditures thereof shall previously been made by authorization of bonds pursuant to 40A:2-3. The special emergency appropriation set forth in Section 2 hereof shall be provided for in the budgets of the succeeding years by the inclusion of not less than \$3,084,000.00 annually in each of the next five years' succeeding budgets.
4. Emergency Notes not in excess of \$580,000.00 are hereby authorized to be issued by the City (the "Emergency Notes").

TITLE:

5. Special Emergency Notes not in excess of \$15,420,000.00 are hereby authorized to be issued by the City (the "Special Emergency Notes" and collectively, with the Emergency Notes, the "Notes").
6. The Notes shall be executed by the Mayor and the Chief Financial Officer of the City and the official seal shall be thereunto affixed and attested to by the Clerk of the City.
7. All Notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. It is hereby delegated to the Chief Financial Officer of the City the authority to determine all matters in connection with the Notes issued, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is also hereby authorized to sell part or all of the Notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this resolution is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the Notes so sold, the price obtained and the name of the purchaser.
8. The City covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") of the interest on the Notes issued under this resolution.
9. The City reasonably expects to reimburse the expenditures toward the costs of the Recovery described in this resolution incurred and paid for by the City prior to the issuance of the Notes authorized by this resolution with the proceeds of such Notes. No funds from sources other than the Notes have been or are reasonably expected to be reserved or allocated on a long-term basis or otherwise set aside by the City, or any member of the same "controlled group" as the City, within the meaning of Treasury Regulation Section 1.150-1(e), pursuant to its budget or financial policies with respect to expenditures of the City to be reimbursed. This paragraph 9 is intended to be and hereby is a declaration of the City's official intent to reimburse the expenditures toward the costs of the Recovery described in this resolution incurred and paid for prior to the issuance of the Notes with the proceeds of such issuance of the Notes by the City, in accordance with Treasury Regulation Section 1.150-2(e)(1), and no action (or inaction) will be an artifice or device in accordance with Treasury Regulation Section 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements or to avoid restrictions under Sections 142 through 147 of the Code. The proceeds of the Notes used by the City to reimburse itself for expenditures towards the Recovery described in this resolution incurred and paid for, will not be used directly or indirectly (i) to "refund" an issue of governmental obligations within the meaning of Section 148 of the Code, (ii) to create or increase the balance of a "sinking fund" within the meaning of Treasury Regulation Section 1.148-1(c)(2) with respect to any obligation of the Township, or to replace funds that have been, are being or will be used for sinking fund purposes, (iii) to create or increase the balance in a "reserve or replacement fund" within the meaning of Section 148(d) of the Code and Treasury Regulation Section 1.148-2(f) with respect to any obligation of the City or to replace funds that have been, are being or will be so used for reserve or replacement fund purposes, or (iv) to reimburse the City for any expenditure or payment that was originally paid with the proceeds of any obligation of the City (other than borrowing by the City from one of its own funds or the funds of a member of the same "controlled group" within the meaning of Treasury Regulation Section 1.150-1(e)). The Notes to be issued by the City to finance those expenditures towards the Recovery described in this resolution to be reimbursed will be issued in an amount not to exceed \$16,000,000 which moneys shall be expended from a fund of the City, entitled "Current Fund," which fund contains moneys which can be expended for any lawful project of the

TITLE:

City. The expenditures incurred and paid towards the Recovery described in this resolution to be reimbursed with the proceeds of the Notes will be "capital expenditures" in accordance with the meaning of Treasury Regulation Section 1.150-2(d)(3) or extraordinary nonrecurring working capital expenditures.

10. Two certified copies of this resolution shall be filed with the Director of the Division of Local Government Services.

11. This resolution shall take effect immediately.

APPROVED: *Donna Mauer, CFO* APPROVED AS TO LEGAL FORM _____

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**AFFIDAVIT OF CHIEF FINANCIAL OFFICER
OF THE CITY OF JERSEY CITY PURSUANT TO N.J.S.A. 40A:4-52**

I, Donna Mauer, the Chief Financial Officer of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), DO HEREBY CERTIFY as required by N.J.S.A. 40A:4-52 and with respect to the City's fiscal year that commenced January 1, 2012, as follows:

1. The total of the City's current and utility operating appropriations made in the budget adopted for the current year is \$485,576,400.
2. Three (3%) of the foregoing amount is \$14,567,292.
3. The total amount of prior emergency appropriations during the current fiscal year is \$2,674,802.
4. The amount of the emergency appropriation is \$580,000 to provide funds to promote the public's health and safety and to provide funds for the repair and reconstruction of the streets, roads and other public property in response to the extraordinary damage caused by Hurricane Sandy.
5. The total amount of all emergency appropriations during the current fiscal year when added to the emergency appropriation of \$3,254,802 is less than 3% of current and utility operating appropriations made in the budget adopted for the current year.

IN WITNESS WHEREOF, I have hereunto set my hand as Chief Financial Officer of the City this 12th day of December, 2012.



Name: Donna Mauer
Title: Chief Financial Officer

Sworn to and subscribed before me
this 12th day of December, 2012.



Notary Public

**Lorraine Cecchini
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 1, 2013**

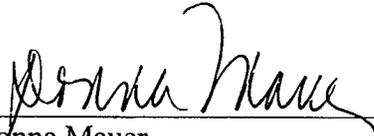
CERTIFICATION OF CHIEF FINANCIAL OFFICER

Purpose of emergency and special emergency appropriation: To provide funds to promote the public's health and safety and to provide funds for the repair and reconstruction of the streets, roads and other public property in response to the extraordinary damage caused by Hurricane Sandy.

Date(s) of occurrence: October 29, 2012

Have any **contracts** been awarded or purchase orders placed in connection with this emergency appropriation? Yes.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 12th day of December, 2012.



Donna Mauer
Chief Financial Officer
City of Jersey City

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

City Clerk File No. Res. 12-843
 Agenda No. 10.H
 Approved: DEC 19 2012
 TITLE:



RESOLUTION AUTHORIZING THE CITY COLLECTOR TO TRANSFER 2012 CALENDAR YEAR REAL ESTATE TAX CREDITS, AND OTHER MUNICIPAL CHARGE BALANCES TO OPERATIONS.

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

WHEREAS, various credits and/or overpayments appear on the Tax Collector's records for CALENDAR year 2012, as of December 31, 2012; and

WHEREAS, the Tax Collector of the City Of Jersey City wishes to transfer these credit balances to operations with the intent to maintain an efficient bookkeeping of the tax accounting records; and

WHEREAS, it is in the best interests of the City of Jersey City that these balances be transferred to operations;

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City Of Jersey City, that the Tax Collector of the City Of Jersey City be and is hereby authorized to transfer these balances to operations; and,

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City that these funds shall be made available by the city treasurer on a legitimate claim on these credits or overpayments.

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

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-844
 Agenda No. 10.1
 Approved: DEC 19 2012
 TITLE: _____



CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, SPECIAL IMPROVEMENT CHARGES, AND CREDITS OF \$10.00 OR LESS FOR THE CALENDAR YEAR 2012 & PRIOR

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, various tax balances and credits for the calendar year 2012 and prior years appears on the Tax Collector's records as of December 31, 2012; and

WHEREAS, bookkeeping and maintenance of such balances have become too costly for the City of Jersey City; and

WHEREAS, a list of these subject properties with such balances is maintained by the Tax Collector and could be verified for this purpose; and

WHEREAS, the Tax Collector deems that it is in the best interest of the City of Jersey City that these balances be canceled from accounting ledger files; **NOW, THEREFORE, BE IT**

RESOLVED, by the Municipal Council of the City of Jersey City, that an authorization to cancel these balances be and is hereby granted.

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

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-845
 Agenda No. 10.J
 Approved: DEC 19 2012
 TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2011-4996 SOLD TO JAI BAJRANGI INVEST, INC.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 704 Grand Street Block 17103 Lot 1, Certificate# 2011-4996 on December 15, 2011 to JAI BAJRANGI INVEST, LLC; and

WHEREAS, JAI BAJRANGI INVEST, LLC the third party lienholder for certificate 2011-4996 lost the original certificate issued on December 15, 2011; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on August 3, 2012 by the property owner; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to JAI BAJRANGI INVEST, LLC under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that JAI BAJRANGI INVEST, LLC be given a duplicate tax sale certificate.

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

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

JAI BAJRANGI INVEST, LLC
2449 JOHN F. KENNEDY BOULEVARD
JERSEY CITY, NJ 07304

AFFIDAVIT FOR LOST/MISPLACED TAX CERTIFICATE

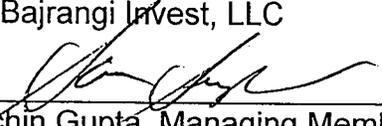
Maureen Cosgrove, Tax Collector

City of Jersey City
280 Grove Street, Room 101
Jersey City, NJ 07302

RE: Jersey City Tax Appeals
Tax Sale Certificate Number 2011-4996
Block 17103, Lot 1, Qual C0004, 704 Grand St.
\$3997.46

This is to confirm that we have misplaced the above-referenced Tax Sale Certificate.
Kindly issue a replacement certificate.

Jai Bajrangi Invest, LLC

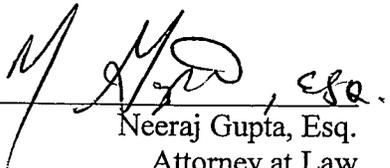

Sachin Gupta, Managing Member

County of Hudson }

s.s.

State of New Jersey }

Sword and subscribed before me
this 15th day of October 2012


Neeraj Gupta, Esq.
Attorney at Law
State of New Jersey

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

City Clerk File No. Res. 12-846

Agenda No. 10.K

Approved: DEC 19 2012

TITLE:



CANCELLATION OF 2010 REAL ESTATE TAXES ON BLOCK 771 LOT 46 & BLOCK 2201 LOT 9, ALSO KNOWN AS 151 CAMBRIDGE AVENUE & 392-4 CENTRAL AVENUE, A JERSEY CITY PARKING AUTHORITY PROPERTY

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Parking Authority was assessed for 2010 taxes on Block 771 Lot 46 & Block 2201 Lot 9 also known as 151 Cambridge Avenue & 392-4 Central Avenue; and

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

WHEREAS, the Tax Collector has deemed these charges 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 amount of \$1380.60 & \$ 20587.24; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 771 Lot 46 & Block 2201 Lot 9 also known as 151 Cambridge Avenue & 392-4 Central Avenue, Jersey City, New Jersey, be and is canceled in the amount of \$ 1380.60 & \$ 20,587.24.

APPROVED: [Signature]
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-847

Agenda No. 10.L

Approved: DEC 19 2012

TITLE:



RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT FILED BY WILLIAM TAYLOR FOR THE REFUND OF TAXES PAID ON 2 HAMPTON COURT TERRACE

**COUNCIL
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the property known as 2 Hampton Court Terrace, Block 12803/Lot 12 (formerly known as Block 272/ Lot M), was purchased by William Taylor by Deed dated February 27, 2007; and

WHEREAS, William Taylor was declared permanently and totally disabled by the Department of Veterans Affairs on April 1, 2003; and

WHEREAS, William Taylor made an application to the Tax Assessor's office for a disabled veteran's exemption from taxation, pursuant to N.J.S.A. 54:3-3.30, et seq., and such exemption was granted by the Assessor as of the filing of the 2010 tax list ; and

WHEREAS, N.J.S.A. 54:3-3.31 requires that the exemption be "allowed and prorated by the assessor for the remainder of any taxable year from the date the claimant shall have acquired title to the real property intended to be exempt under this act"; and, under N.J.S.A. 54:3-3.32, the governing body, by resolution, "may return all taxes collected on property which would have been exempt"; and

WHEREAS, William Taylor has filed suit in the Superior Court of New Jersey, under Docket No. HUD-L-1061-12, for restitution of the property taxes paid from the date of his acquisition of the property until the exemption was granted in 2010; and

WHEREAS, the Tax Collector's office has determined that the taxes paid by William Taylor on 2 Hampton Court Terrace from February 27, 2007, through the 2009 tax year total \$18,054.67;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Tax Collector be authorized to cancel the taxes on 2 Hampton Court Terrace (Block 12803, Lot 12; formerly Block 272, Lot M) from February 27, 2007 through the 2009 tax year and that the Complaint filed in the Superior Court of New Jersey, under Docket No. HUD-L-1061-12, seeking restitution of taxes paid by William Taylor on 2 Hampton Court Terrace from February 27, 2007, through 2009 be settled by refund of \$18,054.67.

MAM/mw
12-7-12

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

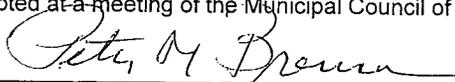
0 2 0 1 2 1 8 2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**OFFICE OF THE TAX ASSESSOR
MEMORANDUM**

DATE: December 7, 2012

TO: Peter Brennan, Council President, and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/ Settlement Agreement

The attached resolution requests the Municipal Council to authorize an agreement to settle a case filed by William Taylor against the City of Jersey City. Mr. Taylor is the owner of 2 Hampton Court Terrace, which he purchased on February 27, 2007. Since Mr. Taylor is also a disabled war veteran, he applied to my office for an exemption from taxation under N.J.S.A. 54:3-3.30, et seq. Because of some problems with the documentation he provided, as required under the statute, I could not finalize the exemption until the filing of the 2010 tax list.

Mr Taylor has filed a lawsuit, under N.J.S.A. 54: 3-3.31, requesting that he be refunded the taxes paid from his date of purchase through the end of the 2009 tax year. Since this is specifically required under that portion of the statute, and N.J.S.A. 54: 3-3.32 states that the Council may, by resolution, authorize such a refund, this resolution is presented to the Council for approval.

I recommend this settlement as being in the best interests of the City.

ET/mm

RELEASE

This Release, dated 12/2/12 is given

BY the Releasor,
William Taylor, referred to as "I",

TO

City of Jersey City, and its officers, agents, servants and employees, City Hall, 280
Grove Street, Jersey City, New Jersey 07302, referred to as "You."

If more than one person signs this Release, "I" shall mean each person who signs this
Release.

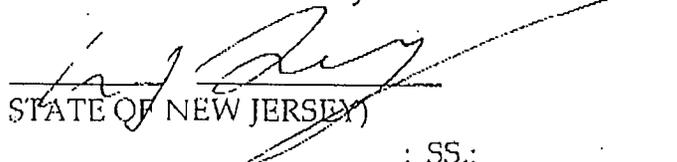
1. Release. I release and give up any and all claims, actions, causes of action and
rights which I may have against you arising from the delay in implementing the
property tax exemption due to me under N.J.S.A. 54:3 - 3.30.

2. Payment. ~~I have received~~ ^{WST} or will receive benefits in payment in the amount of
\$18,054.67 for making this Release. I agree that I will not seek anything further
including any other payment from you. I specifically waive any prejudgement
interest on said amount.

3. Who is Bound. I am bound by this Release. Anyone who succeeds to my rights
and responsibilities, such as my heirs or the executor of my estate, is also bound.
This Release is made for your benefit and all who succeed to your rights and
responsibilities.

4. Signatures. I understand and agree to the terms of this Release. If this Release
is made by a corporation its proper corporate officers sign and its corporate seal is
affixed.

Witnessed or Attested by:


STATE OF NEW JERSEY

: SS.:

COUNTY OF HUDSON)

I certify that on 12/2/12 William Taylor personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person);

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

JAMES P. MADDEN, ESQ.
James P. Madden
~~Notary Public~~
Attorney-at-Law
State of N.J.

12/2/12

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

City Clerk File No. Res. 12-848

Agenda No. 10.M

Approved: DEC 19 2012

TITLE:



The City of Jersey City Supports Governor Christie's Request for 100% Federal Reimbursement for Costs of Emergency Protective Measures and Ongoing Debris Removal in Hard-Hit Communities

Waiver to Provide Additional Federal Assistance Necessary to Continue Essential Debris Removal Operations and Emergency Protective Measures

WHEREAS, Governor Chris Christie announced that he has formally requested federal approval of 100% reimbursement for state and local government costs associated with debris removal and emergency protective measures that continue in the aftermath of Hurricane Sandy. In a letter to Federal Emergency Management Agency (FEMA) Administrator Craig Fugate, Governor Christie stated that the financial and economic hardships brought by the storm and its associated clean up burden have become untenable for the state and communities alike. To offer relief and ensure that these priority operations continue in hard-hit communities across New Jersey, **the Governor requested that FEMA exercise its broad authority to implement 100% federal assistance for these costs for a period of at least 90 days; and**

WHEREAS, Governor Chris Christie has been highly supportive of the federal government's immediate efforts in response to Hurricane Sandy, but the financial burden and economic hardship still confronted by the state of New Jersey and communities are causing severe economic hardships, making it difficult to continue debris removal operations; and

WHEREAS, obtaining 100 percent federal reimbursement for public assistance categories A & B for a period of no fewer than 90 days will help alleviate economic distress and addresses the public health and safety concerns; and

WHEREAS, Super Storm Sandy has had a significant and unprecedented impact on the State of New Jersey, leaving staggering fiscal costs. These impacts have created a situation where even the most conservative at the federal, state, and local levels now believe that the impact of Super Storm Sandy should exceed \$160 per capita for debris removal and emergency protective measures alone. This amount does not address costs for permanent repairs of roads, bridges, public buildings, parks, utilities, and other FEMA-eligible facilities; nor does it include the cost of addressing individual assistance costs, hazard mitigation, or the extraordinary devastation to New Jersey's flood-ravaged housing stock; and

WHEREAS, the State of New Jersey is faced with the cost-share related to debris removal and necessary emergency protective measures associated with the storm and its aftermath. New Jersey is heavily dependent on tourism; the physical damages and the challenges that New Jersey communities are faced with affect their ability to afford the costs of reconstruction, especially in time for tourism season. Aside from the New Jersey shore, the most severely affected regions of the state include the areas along the Hudson River, specifically Jersey City; and

WHEREAS, there exists ample precedent for New Jersey's request, including prior instances where FEMA has similarly granted extraordinary cost-share in Categories A, emergency protective measures, and B, debris removal, for periods extending up to 319 days. These instances include but are not limited to: the aftermath of Hurricane Ike in 2008 in the states of Texas and Louisiana; in the wake of Hurricane Rita, Texas received Category A & B assistance at 100 percent federal reimbursement for 244 days; and for the state impacted by Hurricane Katrina - the most comparable disaster to that which occurred in New Jersey when Sandy impacted our state - 100 percent federal funding was approved for Louisiana, Mississippi, and Alabama for as long as 319 days; and

City Clerk File No. Res. 12-848

Agenda No. 10.M DEC 19 2012

TITLE:

The City of Jersey City Supports Governor Christie's Request for 100% Federal Reimbursement for Costs of Emergency Protective Measures and Ongoing Debris Removal in Hard-Hit Communities

Waiver to Provide Additional Federal Assistance Necessary to Continue Essential Debris Removal Operations and Emergency Protective Measures

WHEREAS, the delay or forgoing recovery efforts could significantly and negatively impact the pace of New Jersey's recovery efforts. This not only increases threats to public health and safety, but also impacts the central importance of the state's economic reliance on tourism as well. A waiver of the non-federal cost-share for Category A&B assistance – which accounts for the bulk of their accrued financial commitments related to this disaster –will be critical for these disaster recovery efforts and crucial for the City of Jersey City and the State of New Jersey's economy.

NOW, THEREFORE, BE IT RESOLVED THAT I, Mayor Jerramiah T. Healy and the Municipal Council of the City of Jersey City support the request of Governor Chris Christie for federal approval of 100% reimbursement for state and local government costs for a period of no fewer than 90 days. The increase in the federal cost-share for Public Assistance Categories A&B will alleviate economic distress and addresses the public health and safety concerns associated with debris removal and emergency protective measures that continue in the aftermath of Hurricane Sandy.

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	/			GAUGHAN	/			LAVARRO	/		
DONNELLY	/			FULOP	/			RICHARDSON	/		
LOPEZ	/			COLEMAN	/			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. 12-850

Agenda No. 10.0

Approved: DEC 19 2012

TITLE:



RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE YEAR 2013.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION

WHEREAS, the provisions of Chapter 231 of the laws of 1975 of the Open Public Meetings Act (otherwise known as the Sunshine Law) were enacted to insure the right of all citizens to have advanced notice of and to attend all meetings of public bodies at which any business affecting the public is discussed or acted upon; and

WHEREAS, all meetings of all public bodies wherein formal action, decisions or discussions relating to the public business may take place are required to be publicly announced and scheduled with adequate posting and advance notice of the time, date, location and to the extent known, the purpose of the agenda of each meeting (N.J.S.A. 10:4-6, et seq.).

NOW, THEREFORE, BE IT RESOLVED, that in keeping with the rules of the Municipal Council of the City of Jersey City, Chapter A-350, Sec. 3 of the code of the City of Jersey City;

- (a) The Council shall hold two regular meetings on the second and fourth Wednesdays of each month at 6:00 p.m., unless otherwise designated, with the exception of December when **one** regular meeting will be held. **The Council may, if it chooses to, hold a caucus one-half hour prior to regular meetings.**
- (b) The aforesaid regular meetings shall be held at the time set forth herein or as near to the times set forth as practicable.
- (c) Whenever the day fixed for any such regular meeting falls upon a day designated by law as a legal holiday, or upon a day when more than four (4) members of the governing body are attending a State or National conference or convention, such meeting shall be held at the same hour on the next succeeding day, not a holiday. Notwithstanding the foregoing, the Council, for good and sufficient reasons, may adjourn a regular scheduled Council meeting to another date and time in the month by setting a date and time for this rescheduled meeting at the previous regular meeting of the Council.
- (d) The Council will hold a caucus on the Monday prior to every regular meeting at 5:30 p.m., unless otherwise designated. Whenever the day fixed for any such caucus falls upon a day designated by law as a legal holiday, such caucus shall be held at the same hour on the next succeeding day, not a holiday. The caucuses will be held in the Efrain Rosario Memorial Caucus Room, Room 204 on the second floor of City Hall, located at 280 Grove Street, Jersey City.

TITLE:

- (e) All regular and special meetings of the Council shall be held in the Anna Cucci Memorial Council Chambers on the second floor of City Hall, located at 280 Grove Street, Jersey City. The Council by a two-thirds (2/3) vote of its members may at any preceding meeting, move to dispense with the next following semi-monthly meeting, but there shall at all times be at least one (1) monthly regular meeting.
- (f) The Council, may, by resolution duly adopted by at least five (5) affirmative votes, designate a different place from the City Hall to hold any regular or special meeting. Upon the adoption of any such resolution, the City Clerk shall give due and timely notice to the public and to all City officials concerned of the time and place of the meeting as so designated in the resolution. Such notice shall be given in accordance with the "Open Public Meetings Act", N.J.S.A. 10:4-6, et. seq.

TITLE:

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2013:

CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2013	
Caucuses - Mondays - 5:30 p.m. (unless otherwise designated)	Meetings - Wednesdays - 6:00 p.m. (unless otherwise designated)
January 07 January 22- TUESDAY	January 09 January 23
February 11 February 25	February 13 February 27
March 11 March 26- TUESDAY	March 13 March 28- THURSDAY
April 08 April 22	April 10 April 24
May 06 May 28- TUESDAY	May 08 May 29
June 17	June 19
JULY 1- REORGANIZATION MEETING 2:00 P.M.	
July 15 10:00 a.m.	July 17 10:00 a.m.
July 29 August 19	July 31 August 21
September 09 September 23	September 11 September 25
October 07 October 21	October 09 October 23
November 12 - TUESDAY November 25	November 13 November 26- TUESDAY
December 16	December 18

Note: The council may hold a pre-meeting caucus one-half hour prior to any scheduled council meeting.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM
 Corporation Counsel

Certification Required
 Not Required

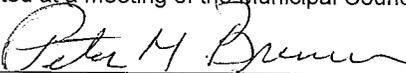
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

2013

JANUARY							IMPORTANT DATES							JULY									
S	M	T	W	T	F	S	JANUARY	1	New Year's	S	M	T	W	T	F	S	7	8	9	10	11	12	13
		1	2	3	4	5	21	Martin Luther King, Jr. Day (US)		1	2	3	4	5	6								
6	7	8	9	10	11	12	FEBRUARY	5	Anniversary of the Constitution (M)	14	15	16	17	18	19	20	21	22	23	24	25	26	27
13	14	15	16	17	18	19	10	Lunar New Year	22	Washington's Birthday (US)	28	29	30	31									
20	21	22	23	24	25	26	12	Lincoln's Birthday (US)															
27	28	29	30	31	13	Ash Wednesday																	
							14	Valentine's Day															
							18	Presidents' Day (US)															
							22	Washington's Birthday (US)															
							24	Flag Day (M)															
							MARCH																
							10	Daylight Saving Time begins															
							17	St. Patrick's Day															
							18	Eastern Orthodox Lent begins															
							20	Spring begins															
							21	Benito Juarez' Birthday (M)															
							24	Palm Sunday															
							26	Passover															
							29	Good Friday															
							31	Easter															
							APRIL																
							1	Easter Monday (C)															
							7	Holocaust Remembrance Day															
							22	Earth Day															
							24	Administrative Professionals Day (C,US)															
							MAY																
							1	Labor Day (M)															
							5	Battle of Puebla (M)															
							5	Eastern Orthodox Easter															
							10	Mother's Day (M)															
							12	Mother's Day (C,US)															
							18	Armed Forces Day (US)															
							20	Victoria Day (C)															
							27	Memorial Day, Observed (US)															
							JUNE																
							14	Flag Day (US)															
							16	Father's Day															
							21	Summer begins															
							24	St. Jean Baptiste (Québec)															
							JULY																
							1	Canada Day															
							4	Independence Day (US)															
							9	First of Ramadan															
							AUGUST																
							5	Chiv Holiday (C)															
							8	(Eid) al Fitr															
							SEPTMBER																
							2	Labor Day (C,US)															
							5	Rosh Hashanah*															
							11	Patriot Day (US)															
							14	Yom Kippur*															
							15	Declaration of Independence (M)															
							16	Independence Day (M)															
							22	Autumn begins															
							OCTOBER																
							12	Day of the Race (M)															
							14	Columbus Day, Observed (US)															
							14	Thanksgiving (C)															
							15	(Eid) al Adha															
							16	National Boss Day (US)															
							24	United Nations Day															
							31	Halloween															
							NOVEMBER																
							1	All Saints Day (M)															
							2	Day of the Dead (M)															
							3	Daylight Saving Time ends															
							5	Election Day (US)															
							5	First of Muharram															
							11	Veterans Day (US)															
							11	Remembrance Day (C)															
							13	Ashura															
							20	Revolution Anniversary (M)															
							28	Thanksgiving (US)															
							28	Hanukkah*															
							DECEMBER																
							7	Pearl Harbor Remembrance Day (US)															
							12	Virgin of Guadalupe (M)															
							21	Winter begins															
							25	Christmas															
							26	Boxing Day (C)															
							26	Kwanzaa begins															

* All Jewish holidays begin at sundown the day before they are listed here.
 C - Canada, M - Mexico, US - United States

CITY OF JERSEY CITY
OFFICE OF THE BUSINESS ADMINISTRATOR

Interdepartmental Memorandum

DATE: **October 10, 2012**
TO: **All Department Directors**
FROM: **John Kelly, Business Administrator**
SUBJECT: **Holidays - Calendar Year 2013**

PLEASE POST

City offices will be closed in observance of the following holidays for the calendar year 2013 in accordance with contractual agreements. Please circulate this memorandum to your division directors.

<u>Holiday</u>	<u>Day</u>	<u>Date</u>
New Year Day	Tuesday	January 1
Martin Luther King, Jr. Birthday	Monday	January 21
Lincoln's Birthday	Tuesday	February 12
President's Day	Monday	February 18
Good Friday	Friday	March 29
Memorial Day	Monday	May 27
Independence Day	Thursday	July 4
Labor Day	Monday	September 2
Columbus Day	Monday	October 14
Election Day	Tuesday	November 5
Veteran's Day	Monday	November 11
Thanksgiving Day	Thursday	November 28
Friday after Thanksgiving	Friday	November 29
Christmas Day	Wednesday	December 25

As you know, this only applies to employees covered by contracts which specifically grant the days as holidays. Department directors are responsible for seeing that essential services are performed.

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

City Clerk File No. Res. 12-851

Agenda No. 10.P

Approved: DEC 19 2012

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE FOLLOWING LISTED AGENCIES

COUNCIL Offered and moved, adoption of the following Resolution:

WHEREAS, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and or coordinates recreational activities; and

WHEREAS, in sponsoring and or coordination such events or programs, the Department of Recreation requires the use of their facilities owned by the following listed agencies; and

WHEREAS, the Department of Recreation, will use these facilities for various recreation events, during the period of January 1, 2013 through December 31, 2013; and

WHEREAS, the Department of Recreation, in conjunction with the various listed agencies, located within the City of Jersey City, desires to provide such recreational and educational activities; and

WHEREAS, the various listed agencies have the capability and the facilities to provide such programming; and

WHEREAS, the various agencies, requires an indemnification letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibility to the various agencies, including an indemnification and holding harmless clause in which they cannot be held liable for injuries received by participants at this particular event and or for property damage to the facility itself; and

WHEREAS, the various agencies request that they are to be listed as an additional insured party on the letter of insurance; and

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE FOLLOWING LISTED AGENCIES

WHEREAS, it is in the best interest of the City to conduct these events and enter into this agreement with the following:

- NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**
- JERSEY CITY PUBLIC SCHOOL**
- COUNTY OF HUDSON**
- HUDSON COUNTY SCHOOLS OF TECHNOLOGY**
- HUDSON CATHOLIC HIGH SCHOOL**
- NEW JERSEY CITY UNIVERSITY**
- ST. PETER'S UNIVERSITY**
- ST. PETER'S PREP HIGH SCHOOL**
- STAR LITE INC. / LIBERTY CHEERLEADERS**

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL, that the Risk Manager is authorized to issue to the various agencies as listed a letter of insurance.

APPROVED: 
 APPROVED: 

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required

Not Required

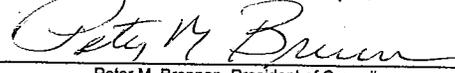
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

This summary sheet is to be attached to the rear 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.

I. Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE FOLLOWING AGENCIES

II. Name and Title of Person Initiating Ordinance/Resolution:

JOSPEH MACCHI, DIRECTOR OF RECREATION

III. Description of the proposed program, project or plan:

RECREATION PROGRAMS AND ACTIVITIES AT THE JERSEY CITY ARMORY

IV. Reasons (Need) for the Proposed Program, Project, etc.:

TO PROVIDE INDEMNIFICATION TO VARIOUS AGENCIES FOR THE USE OF THEIR FACILITIES

V. Anticipated Benefits to the Community:

WILL PROVIDED STRUCTURED PROGRAMS AND ACTIVITES TO JERSEY CITY CITIZENS/CHILDREN

VI. 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.):

NONE

VII. Date Proposed Program or Project will Commence:

JANUARY 1, 2013

VIII. Anticipated Completion Date:

DECEMBER 31, 2013

IX. Person Responsible for Coordinating Proposed Program/Project:

JOSEPH MACCHI - DIRECTOR


RECREATION DIRECTOR

11-20-12
Date

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the State of New Jersey, Department of Military and Veterans Affairs, National Guard Armory, 678 Montgomery Street, Jersey City, New Jersey, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the National Guard Armory, 678 Montgomery Street, Jersey City, New Jersey from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012

John W. Kelly,
Business Administrator

Jill Priar, Chief Facilities
Supply Section Installation Division

Attest:

Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Jersey City Public Schools, 346 Claremont Avenue, Jersey City, New Jersey 07305, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the Jersey City Public Schools, 346 Claremont Avenue, Jersey City, New Jersey 07305 from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012.

John W. Kelly,
Business Administrator

Dr. Marcia V. Lyles
Superintendent of Schools

Attest:

Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the County of Hudson, 583 Newark Avenue, Jersey City, New Jersey 07306, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the County of Hudson, 583 Newark Avenue, Jersey City, New Jersey 07306 from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012.

John W. Kelly,
Business Administrator

Tom DeGiese
Hudson County Executive

Attest:

Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City (“City”) agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City’s use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Hudson County Schools of Technology 8511 Tonnelle Avenue, No. Bergen, New Jersey 07047 its officer, directors, employees and or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City’s liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the Hudson County Schools of Technology 8511 Tonnelle Avenue, North Bergen, New Jersey 07047, from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012.

John W. Kelly,
Business Administrator

Frank Garguilo, Superintendent
Hudson County Schools of Technology

Attest:

Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Hudson Catholic High School, 790 Bergen Avenue, Jersey City, New Jersey 07306, its officer, directors, employees and agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the Hudson Catholic High School, 790 Bergen Avenue, Jersey City, New Jersey 07306 from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012.

John W. Kelly,
Business Administrator

Terrence Matthews, Principal
Hudson Catholic High School

Attest:

Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the New Jersey City University 2039 Kennedy Blvd., Jersey City, New Jersey 07305, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the New Jersey City University 2039 Kennedy Blvd., Jersey City, New Jersey 07305 from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012.

John W. Kelly,
Business Administrator

President
New Jersey City University

Attest:

Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the St. Peter's University 2641 Kennedy Blvd., Jersey City, New Jersey 07306, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the St. Peter's College 2641 Kennedy Blvd., Jersey City, New Jersey 07306 from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012.

John W. Kelly,
Business Administrator

President
St. Peter's University

Attest:

Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the St. Peter's Prep High School, 144 Grand Street, Jersey City, New Jersey 07302, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the St. Peter's Prep High School, 144 Grand Street, Jersey City, New Jersey 07302 from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012.

John W. Kelly,
Business Administrator

Principal
St. Peter's Prep High School

Attest:

Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Star Lite Inc., and Liberty Cheerleaders of 3545 Kennedy Blvd., Jersey City, New Jersey 07307 its officer, directors, employees and or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the Star Lite Inc., and Liberty Cheerleaders, 3545 Kennedy Blvd., Jersey City New Jersey 07307, from January 1, 2013 through December 31, 2013.

Agreed to this _____ day of _____, 2012.

John W. Kelly,
Business Administrator

Star Lite Inc. / Liberty Cheerleaders

Attest:

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-852

Agenda No. 10.Q

Approved: DEC 19 2012

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY, COUNTY OF HUDSON TO ENTER INTO A JURISDICTIONAL AGREEMENT #4560 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION TO ESTABLISH AND APPORTION JURISDICTIONAL RESPONSIBILITIES FOR THE MAINTENANCE AND CONTROL, UPON COMPLETION OF CONSTRUCTION AND FINAL ACCEPTANCE BY THE STATE, OF THOSE AREAS SHOWN ON TWO MAPS ENTITLED "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 1 & 9 TRUCK, SECTION 1, ROUTE 1 & 9T (25) VIADUCT OVER ST. PAUL'S AVENUE AND CONRAIL, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED"

COUNCIL ADOPTION OF THE FOLLOWING RESOLUTION OFFERED AND MOVED

WHEREAS, the State of New Jersey, Department of Transportation (State) will be constructing new Ramps and Bridges to improve the traffic flow over Charlotte and Tonnele Circles; and

WHEREAS, the above improvements also involve several City of Jersey City, County of Hudson (City) highways; and

WHEREAS, in order to prevent future legal problems concerning maintenance and control of this area, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to the Act Concerning State Highways, N.J.S.A. 27:7-1 et. seq.; and

WHEREAS, the State has requested that an Agreement (JURISDICTIONAL AGREEMENT #4560) be entered between the City and the State whereby the City would agree to assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State in those areas as shown on two maps entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 1 & 9 TRUCK, SECTION 1, ROUTE 1 & 9T (25) VIADUCT OVER ST. PAUL'S AVENUE AND CONRAIL, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED" refer to Exhibit A & B dated June 2008 and assume or retain jurisdiction for highway maintenance and control of the roadway under structure, (including sidewalk area) upon completion of construction and final acceptance by the State as indicated on the said maps; and

WHEREAS, the two maps outlining the jurisdictional limits of each have been reviewed and approved by the City.

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

1. The Mayor or Business Administrator is hereby authorized to execute a jurisdictional agreement between the City of Jersey City and the State of New Jersey.
2. The jurisdictional agreement shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deem appropriate or necessary.

APPROVED: [Signature] 12/14/12
Municipal Engineer

APPROVED: [Signature] 12/5/12
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

CFL:pc1
(12.04.12)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

FACT SHEET

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 THE CITY OF JERSEY CITY, COUNTY OF HUDSON, TO ENTER INTO A JURISDICTIONAL AGREEMENT #4560 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION TO ESTABLISH AND APPORTION JURISDICTIONAL RESPONSIBILITIES FOR THE MAINTENANCE AND CONTROL, UPON COMPLETION OF CONSTRUCTION AND FINAL ACCEPTANCE BY THE STATE, OF THOSE AREAS SHOWN ON TWO MAPS ENTITLED "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 1 & 9 TRUCK, SECTION 1, ROUTE 1 & 9T (25) VIADUCT OVER ST. PAUL'S AVENUE AND CONRAIL, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED"

2. Name and title of person initiating ordinance/resolution, etc.:

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Steven Hochman, Project Manager- Group A, Division of Project Management, State of New Jersey, Department of Transportation, P.O. Box 600, Trenton, NJ 08625 1.609.530.5366

3. Concise description of program, project or plan proposed in the ordinance/resolution:

The State of New Jersey and the City of Jersey City would enter into a jurisdictional agreement (#4560) whereby the City would agree to assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State in those areas as shown on maps entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 1 & 9 TRUCK, SECTION 1, ROUTE 1 & 9T (25) VIADUCT OVER ST. PAUL'S AVENUE AND CONRAIL, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED" refer to Exhibits A & B dated June 2008 and assume or retain jurisdiction for highway maintenance and control of the roadway under structure, (including sidewalk area) upon completion of construction and final acceptance by the State as indicated on the said maps

4. Reasons (need) for the proposed program, project, etc.:

In order to prevent future legal problems concerning maintenance and control of this area, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to the Act Concerning State Highways, N.J.S.A. 27:7-1 et. seq.

5. Anticipated benefits to the community:

The State will be constructing new Ramps and Bridges to improve the traffic flow over Charlotte and Tonnele Circles. This will increase traffic safety, circulation and capacity in this area.

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 contribution:

The City of Jersey City will maintain the areas under their jurisdiction and the State of New Jersey, Department of Transportation will maintain the areas under their jurisdiction pursuant to the jurisdictional maps, exhibit A & B.

7. Date proposed program, or project will commence:

Upon adoption of the Resolution by the Jersey City Municipal Council

8. Anticipated completion date:

Upon the review and signature of all pertinent parties on Jurisdictional Agreement #4560

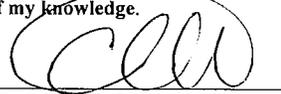
9. Person responsible for coordinating proposed program, project, etc.:

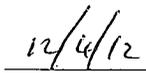
Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works 201.547.4470

10. Additional comments:

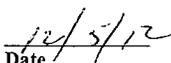
Jurisdictional Agreement No. 4560

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Municipal Engineer


Date


Signature of Department Director


Date

NEW JERSEY DEPARTMENT OF TRANSPORTATION
JURISDICTIONAL AGREEMENT #4560
ROUTE 1&9 TRUCK, SECTION 1
CITY OF JERSEY CITY, HUDSON COUNTY

- (d) Highway control is defined as regulation and management of the highway area, and includes, but is not limited to, control of access, permits for roadway openings, driveways and utilities, review of all proposed geometric changes, setting speed limits, no parking zones and other traffic controls.
- (e) Maintenance of drainage includes, but is not limited to, clearing drainage of debris to insure proper operating conditions.
- (f) Maintenance of Flap Valve includes, but is not limited to, the clearing of debris to insure proper operating conditions.
- (g) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE CITY OF JERSEY CITY
IN HUDSON COUNTY

Attested/Witnessed/Affix Seal:

Robert Byrne, City Clerk

By _____
Jeremiah T. Healy, Mayor

THE STATE OF NEW JERSEY

Attested/Witnessed/Affix Seal

Jacqueline Trausi
Department Secretary,
New Jersey Department of Transportation

By _____
Richard T. Hammer, Assistant Commissioner
Capital Program Management

Date: _____

This Agreement has been reviewed and approved
as to form:

Jeffrey S. Chiesa, Attorney General of New Jersey

By: _____
Deputy Attorney General

Date: _____

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

City Clerk File No. _____ Res. 12-853
 Agenda No. _____ 10.R
 Approved: _____ **DEC 19 2012**
 TITLE: _____



RESOLUTION REAPPOINTING KABILI TAYARI AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the governance agreement between the City of Jersey City and the Jersey City Medical Center provides that the Center shall be managed by a board of trustees consisting of twenty-one members, three of whom shall be appointed by the City of Jersey City; and

WHEREAS, the Honorable Jerramiah T. Healy, Mayor has by letter dated December 6, 2012, reappointed **Kabili Tayari**, of 119 Virginia Avenue, Jersey City, New Jersey, as a trustee of the **Jersey City Medical Center Board**, for a term to commence upon adoption of this resolution and expire December 31, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Kabili Tayari** be approved as a trustee of the of the **Jersey City Medical Center Board** for the above mentioned term.

RB:sjg

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: *[Signature]* _____
 Business Administrator Corporation Counsel
 Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								12.19.12			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

JERRAMIAH T. HEALY, MAYOR

December 6, 2012

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members,

Kindly be advised that I have reappointed **Kabili Tayari** of 119 Virginia Avenue, Jersey City, New Jersey as a member of the **Jersey City Medical Center Board of Trustees**. Mr. Tayari's term will commence upon the adoption of a resolution and will expire on December 31, 2014.

I respectfully request your advice and consent to this appointment.

Sincerely,

Jerramiah T. Healy
Mayor

c: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Paul R. Murphy, Jersey City Medical Center (Liberty Health System)
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
Kabili Tayari

OFFICE OF THE MAYOR

CITY HALL ♦ 280 GROVE STREET ♦ JERSEY CITY, NJ 07302 ♦ TEL: (201)547-5200 ♦ FAX: (201)547-4288
WWW.JERSEYCITYNJ.GOV ♦ JCTV ... CHANNEL ONE - JERSEY CITY'S OFFICIAL CHANNEL

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

City Clerk File No. Res. 12-854

Agenda No. 10.S

Approved: DEC 19 2012

TITLE:



RESOLUTION REAPPOINTING W. NEVINS McCANN AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the governance agreement between the City of Jersey City and the Jersey City Medical Center provides that the Center shall be managed by a board of trustees consisting of twenty-one members, three of whom shall be appointed by the City of Jersey City; and

WHEREAS, the Honorable Jerramiah T. Healy, Mayor has by letter dated December 6, 2012, reappointed **W. Nevins McCann**, of 200 Shearwater Court, Jersey City, New Jersey, as a trustee of the **Jersey City Medical Center Board**, for a term to commence upon adoption of this resolution and expire December 31, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **W. Nevins McCann** be approved as a trustee of the of the **Jersey City Medical Center Board** for the above mentioned term.

RB:sgj

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: *J. Healy*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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



CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

December 6, 2012

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members,

Kindly be advised that I have reappointed **W. Nevins McCann** of 200 Shearwater Court, Jersey City, New Jersey as a member of the **Jersey City Medical Center Board of Trustees**. Mr. McCann's term will commence upon the adoption of a resolution and will expire on December 31, 2014.

I respectfully request your advice and consent to this appointment.

Sincerely,

Jerramiah T. Healy
Mayor

- c: William Matsikoudis, Corporation Counsel
- John Kelly, Business Administrator
- Robert Byrne, City Clerk
- Paul R. Murphy, Jersey City Medical Center (Liberty Health System)
- Rosemary McFadden, Chief of Staff, Mayor's Office
- Kevin Lyons, Mayor's Office
- W. Nevins McCann

OFFICE OF THE MAYOR

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

City Clerk File No. Res. 12-855

Agenda No. 10.T

Approved: DEC 19 2012

TITLE:



RESOLUTION RE-APPOINTING IRWIN ROSEN AS A PART TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 6, 2012, that he has re-appointed **Irwin Rosen**, of 75 Liberty Avenue, Unit B3, Jersey City, New Jersey, as a **Part Time Judge of the Municipal Court of the City of Jersey City**, for a term to commence December 19, 2012 and expire on December 18, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the re-appointment of **Irwin Rosen** as a **Part Time Judge of the Municipal Court of the City of Jersey City** for the above mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

JERRAMIAH T. HEALY, MAYOR

December 6, 2012

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have reappointed **Irwin Rosen**, of 75 Liberty Avenue, Unit B3, Jersey City, New Jersey, to serve as a **Part-Time Judge** of the **Jersey City Municipal Court**. Mr. Rosen's term will commence upon the adoption of a resolution and expire on December 18, 2015.

I respectfully request your advice and consent to this appointment.

Sincerely,

Jerramiah T. Healy
Mayor

c: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Maria Pagan, Municipal Court Administrator
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
Irwin Rosen

OFFICE OF THE MAYOR

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

City Clerk File No. Res. 12-856
 Agenda No. 10.U
 Approved: DEC 19 2012



TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RECOGNIZING THE DESIGNATION OF GROVE STREET PLAZA AS A "GREAT PUBLIC SPACE" BY THE AMERICAN PLANNING ASSOCIATION – NEW JERSEY CHAPTER

WHEREAS, the American Planning Association – New Jersey Chapter (APA-NJ) is an independent, not-for-profit organization that provides leadership in the development of vital communities by advocating excellence in city planning, promoting citizen empowerment, and providing the tools and support necessary to meet the challenges of growth and change. Through its educational and advocacy initiatives, APA-NJ advances the art and science of good city planning — physical, economic and social — to create communities that offer better and more equitable choices for how people work and live; and

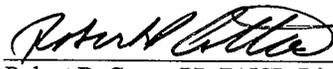
WHEREAS, this year, APA-NJ launched "Great Places in New Jersey," which recognizes unique and exemplary streets, neighborhoods, and public spaces – three essential components of great communities. These places represent the gold standard in terms of having a true sense of place, cultural and historic interest, community involvement, and a vision for tomorrow; and

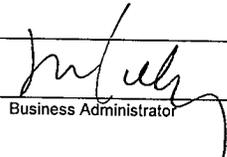
WHEREAS, "Great Places" offer better choices for where and how people work and live. New Jersey's great streets, neighborhoods and public spaces are defined by many criteria, including architectural features, functionality and community activity. This award celebrates neighborhoods, streets, and public spaces of exemplary character, and quality, and which represent excellence in city planning; and

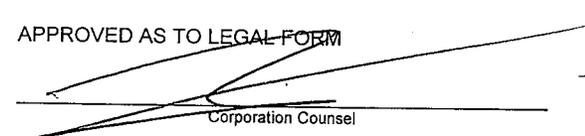
WHEREAS, Grove Street Plaza (Fitzgerald Holota Park) in Jersey City was designated as a "Great Public Space" by American Planning Association-New Jersey Chapter. Grove Street Plaza is a "Great Public Space" that promotes social interaction, a sense of community, and reflects the local culture and history; and.

WHEREAS, Grove Street Plaza is the outcome of good plans and planning through design and development, as well as integral contributions and efforts on the part of local community groups. As a result, Grove Street Plaza as a "Great Place" contributes to the Jersey City's social, economic, and environmental well-being in the long term.

THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the "Great Public Space" award granted to Grove Street Plaza by the American Planning Association – New Jersey Chapter (APA-NJ) is hereby recognized and received with appreciation.


 Robert D. Cotter, PP, FAICP, Director
 Division of City Planning

APPROVED: _____

 Business Administrator

APPROVED AS TO LEGAL FORM _____

 Corporation Counsel

Certification Required
 Not Required

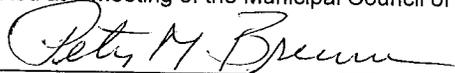
APPROVED 9-0

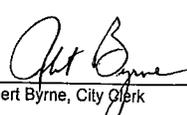
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
12.19.12				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ 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. 12-857

Agenda No. 10.V

Approved: DEC 19 2012

TITLE:



RESOLUTION SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA) FOR THE 2014 LOCAL CAPITAL PROJECT DELIVERY (LCPD) PROGRAM'S LOCAL CONCEPT DEVELOPMENT (LCD) PHASE FOR JERSEY AVENUE EXTENSION OVER MILL CREEK PROJECT IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the NJTPA Local Capital Project Delivery (LCPD) Program is a highly competitive program developed using the New Jersey Department of Transportation and Federal Highway Authority's (NJDOT/FHWA) Capital Delivery Process; and

WHEREAS, the City has selected for Local Concept Development (LCD) the Jersey Avenue Extension over Mill Creek as the City's principal project in need of federal financing to improve the transportation issues and deficiencies; and

WHEREAS, the City is desirous of the NJTPA endorsement and board approval to advance this proposal and that the completion of the Jersey Avenue Extension over Mill Creek would have a significant regional impact by improve traffic circulation and emergency vehicle access between the Jersey City Medical Center, Liberty State Park, and other Jersey City neighborhoods; and

WHEREAS, this project will have a positive and long-term impact for the city by creating a safer transportation system, promoting economic competitiveness in the region, fostering livable, sustainable and healthy communities; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, formally approves the Local Concept Development Application submission to the North Jersey Transportation Planning Authority for the 2014 Local Capital Project Delivery (LCPD) Program; and

City Clerk File No. Res. 12-857

Agenda No. 10.V

TITLE:

RESOLUTION SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA) FOR THE 2014 LOCAL CAPITAL PROJECT DELIVERY (LCPD) PROGRAM'S LOCAL CONCEPT DEVELOPMENT (LCD) PHASE FOR JERSEY AVENUE EXTENSION OVER MILL CREEK PROJECT IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY

BE IT FURTHER RESOLVED, that the Mayor and/or Business Administrator, and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and establish an account for the grant.

Certified as a true copy of the Resolution adopted by Council,

On this day of , 2012

City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Jerramiah T. Healy, Mayor of Jersey City

 12/4/12

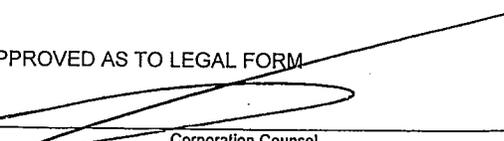
Chuck F. Lee, P.E. City Engineer

APPROVED:  12/5/12

Rodney Hadley, Director DPW

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required
Not Required

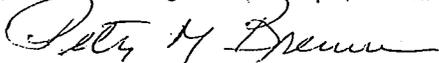
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTROLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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 SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA) FOR THE 2014 LOCAL CAPITAL PROJECT DELIVERY (LCPD) PROGRAM'S LOCAL CONCEPT DEVELOPMENT (LCD) PHASE FOR JERSEY AVENUE EXTENSION OVER MILL CREEK PROJECT IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY

2. Name and Title of Person Initiating the Resolution:

Chuck F. Lee, P.E. City Engineer

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

This resolution is supporting the submission of an application to NJTPA for the 2014 Local Capital Project Delivery Program, which if awarded will assist in the concept development of our local project which we have selected the Jersey Avenue Extension over Mill Creek for this prestigious grant award.

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

The Jersey Avenue Extension over Mill Creek has been determined to be a roadway improvement project in need of federal financing to improve the transportation circulation of this roadway.

5. Anticipated Benefits to the Community:

The significance of the construction of The Jersey Avenue Extension over Mill Creek will have a positive long term impact to the Jersey City community and the Northeast coast region by improving the traffic circulation, mass transit and emergency vehicle access between the Jersey City Medical Center, Liberty State Park, Liberty Science Center and other Jersey City neighborhoods.

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):

Total Preliminary Cost for Concept Development \$300,000. (Estimated Grant Award)

7. Date Proposed Program or Project will Commence:

Upon notice of funding approval, the concept design phase will begin under the direction of NJTPA.

8. Anticipated Completion Date:

To be determined by NJTPA

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

Chuck F. Lee, P.E. City Engineer 201-547-4413

10. Additional Comments:

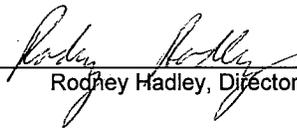
Based on the information provided to me, I certify that all the Facts Presented Herein are Accurate to the best of my knowledge.



Chuck F. Lee, P.E. City Engineer

12/4/12

Date



Rodney Hadley, Director of DPW

12/5/12

Date



Matthew Holt, Chairman
Mary K. Murphy, Executive Director

October 1, 2012

Chuck Lee
City Engineer
Jersey City Division of Engineering
575 Route 440
Jersey City, NJ 07305

Dear Mr. Lee,

This letter serves as notice of the NJTPA's solicitation for the **Fiscal Year 2014 Local Capital Project Delivery Program's Local Concept Development Phase (LCD)**.

The Local Capital Project Delivery Program is a competitive program developed using NJDOT/FHWA's approved Capital Delivery Process, which strives to streamline project development. The program provides federal funds to the NJTPA subregions, allowing for the advancement of transportation improvements through the National Environmental Policy Act (NEPA) process. This develops a solution to the transportation need, making it eligible for additional federal funding and eventual inclusion in the Transportation Improvement Program (TIP). **This program replaces the Local Scoping and Local Lead Programs.**

LCD involves drafting a well-defined, well-justified purpose and need statement focusing on the primary transportation needs to be addressed. For the FY 2014 program year, \$2.5 million is available. Each Subregion may submit one (1) application.

Please find attached the Local Capital Project Delivery Guidance Manual and Administrative Guidelines and Solicitation schedule.

The FY 2014 solicitation package is also available on the NJTPA's website at http://www.njtpa.org/Project/Devel/local_capital_program/default.aspx. The application is electronic and must be downloaded from the website in order to be filled out.

The deadline for submitting all proposals is **Friday, November 9¹⁶, 2012 at 5 p.m.** Should you have any questions, please contact Sarbjit Kahlon by phone or email at (973) 639-8419 or kahlon@njtpa.org or Sascha Frimpong at (973)639-8422 or sfrimpong@njtpa.org.

Sincerely,

Mary K. Murphy
Executive Director

- c: Hon. Jerramiah Healy, NJTPA Board
Hon. Michael Sottolano, NJTPA Board Alternate
Mr. Douglas Greenfield, RTAC
Mike Russo, NJDOT – Local Aid
Elkins Green, NJDOT- Bureau of Environmental Program Resources

RECEIVED
12 OCT -11 AM 11:02
CITY OF JERSEY CITY
ENGINEERING

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

City Clerk File No. Res. 12-858
 Agenda No. 10.W
 Approved: DEC 19 2012
 TITLE:



RESOLUTION AUTHORIZING THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY ACCEPTANCE OF A SKY WATCH FRONTIER SURVEILLANCE PLATFORM

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security is part of the New Jersey Urban Area Security Initiative (UASI)

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security wishes to accept a Sky-Watch Surveillance Platform valued at \$99,654 funded thru a federal grant from the U.S .Department of Homeland Security to the State of New Jersey, for the Jersey City/Newark UASI

WHEREAS, the County of Union, N.J. purchased this equipment with the approval of the New Jersey Office of Homeland Security & Preparedness for distribution to the City's/Counties which comprise the Jersey City/Newark UASI and acceptance of this equipment will release the County of Union from any and all liabilities

WHEREAS, acceptance of this equipment will enhance emergency preparedness and response efforts of Jersey City 1st. Responders

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Jersey City Office of Emergency Management & Homeland Security is hereby authorized to accept this equipment at no expense to the city.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

MEMORANDUM OF AGREEMENT

Your agency, the **Jersey City Office of Emergency Management**, which is part of the New Jersey Urban Area Security Initiative area, is receiving equipment purchased by the County of Union, as approved by the New Jersey Office of Homeland Security and Preparedness and the Urban Area Security Initiative grant program. The equipment has been purchased with federal grant funds from U.S. Department of Homeland Security to the State of New Jersey, for the New Jersey UASI. Its approximate value is **\$99,654**. This equipment may be used to enhance the response capabilities of your agency. As a condition of the grant, and subject to an audit, this equipment must be used to solely support your agency's emergency preparedness efforts and response.. You understand that you are releasing the County of Union from any and all liability and agree to hold harmless the County of Union, including its employees and agents, from any and all liability and claims for damages or injury arising out of this Agreement or any of the obligations assumed hereunder.

The equipment you will be receiving is:

Sky Watch Frontier w/ 13" table, Under Cab Safety Camera (service plan included)
Serial # S0212006

2011 UASI Grant Funds
Union County PO#: 12002699

By accepting this equipment, you acknowledge and agree to the following terms and conditions:

1. Your agency governing body will pass an authorizing resolution accepting the terms of this MOU within 1 month of receipt of equipment. Failure to execute such authorization may result in termination of this agreement and equipment may be redeployed per the direction of the UASI Executive Committee and OHSP.
2. You will properly register your equipment with the manufacturer in the name of your facility/agency and maintain the equipment in a safe / secure / accessible location. You will perform all of the manufacturer's recommended maintenance and keep the equipment in operational condition, 24 hours a day, seven days per week. Your agency will insure the equipment against any loss, damage or theft.
3. You shall record and maintain fixed asset information pertaining to this equipment in accordance with state and federal grant requirements.
4. Equipment received shall be entered into the NJ Office of Emergency Management's Resource Directory Database (RDDDB) per NJ OHSP guidelines. Equipment must be presented in the event of a State or Federal audit.
5. Your agency's personnel designated to operate the equipment must be trained/licensed as required.
6. You must keep the equipment in good working order and maintain it so that it may be used to assist your agency to respond to emergencies, acts of terrorism or other natural disasters.
7. The point of contact for your agency concerning information about the equipment is Greg Kierce. If the point of contact changes, you will notify the New Jersey Office of Homeland Security & Preparedness.
8. The equipment given to your agency may not be sold, transferred, leased or given to any other person or entity without the written consent of the New Jersey Office of Homeland Security and Preparedness. If your agency refuses to respond to a request for aid, or fails to maintain the equipment in a "state of readiness," or fails to follow other procedures that are developed by the NJ UASI or The NJ OHSP for the equipment, the equipment shall be redeployed per the direction of the UASI Executive Committee and NJ OHSP.

I acknowledge receipt of the equipment and agree to the terms and conditions stated above.

For Jersey City:

W. GREG KIERCE

Printed Name

[Signature]

Signature

DIRECTOR OEM/HOMELAND SECURITY

Title

12/5/12

Date

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

City Clerk File No. Res. 12-859

Agenda No. 10.X

Approved: DEC 19 2012

TITLE:



Resolution Honoring Mary Cole

Fr. Mychal Judge Division One, Hudson County,
Ancient Order of Hibernians in America's
Humanitarian of the Year 2013

WHEREAS, Mary (Hurley) Cole was born and raised in the Downtown Section of Jersey City. Mary attended St. Michael's grammar and high schools. She is a graduate of Jersey City State College (New Jersey City University); and

WHEREAS, Mary Cole is currently employed as a physical education teacher at All Saints Catholic Academy in Bayonne, NJ. She is dedicated to All Saints and when not teaching, Mary participates in many rewarding activities; and

WHEREAS, Mary Cole is a member of the National Catholic Education Association; the Home/School Association. She is the coordinator of the box-tops for education program, the Campbell's Labels for Education program, and the can tabs for kids (benefitting Ronald McDonald charities). Mary is also the games advisor of Catholic Schools Week and the coordinator and supervisor for the annual field day. She is the moderator for the Knights of Columbus free throw contest, the Elks free throw contest, and is a member of the Athletic Committee; and

WHEREAS, Mary Cole married Bob Cole in 1982. They are the proud parents of three children, MaryBeth, Ellen Ann, and Bobby Cole, Jr.; and

WHEREAS, on Saturday, December 15, 2012, the Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernians in America will host its 10th Annual Christmas Dinner Dance at the Casino in the Park in Jersey City at which time, Mary Cole will be honored as Humanitarian of the Year 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, does hereby honor Mary Cole, Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernians in America's Humanitarian of the Year 2013. She leads by example.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Ancient Order of Hibernians - 2013.wpd

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: M. Callahan Business Administrator _____
 _____ Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-860

Agenda No. 10.Y

Approved: DEC 19 2012



TITLE: **RESOLUTION HONORING THE LIFE AND PASSING OF PRIME MINISTER INDER KUMAR GUJRAL**

COUNCIL offered and moved adoption of the following
Resolution:

- WHEREAS**, Inder Kumar Gujral was born in Jhelum, India in 1919; and
- WHEREAS**, Gujral participated in India's independence movement for which he was briefly imprisoned;
- WHEREAS**, Gujral served India in a many diplomatic, political, elected and academic posts, including as India's 12th Prime Minister; and
- WHEREAS**, during his life he was acclaimed as a scholar statesman and a gentleman politician; and
- WHEREAS**, most importantly, he was always guided by deeply held peaceful and liberal humanistic principles; and
- WHEREAS**, his long years of public service shall endure in the continued application of the eponymous Gujral Doctrine in the Indian region, which doctrines emphasizes peace, trust and good faith in dealing with India's neighbors.

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

The City of Jersey City hereby honors the life and passing of Prime Minister Inder Kumar Gujral and extends its deepest sympathies to the entire Indian community, especially those who reside in the City of Jersey City.

JM/he

APPROVED: _____
APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required
Not Required

02012181

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-861

Agenda No. 10.Z

Approved: DEC 19 2012

TITLE:



Resolution Honoring Dr. Allan J. Futernick On the Occasion of His Retirement

WHEREAS, Dr. Allan J. Futernick earned a Bachelor of Arts degree in Art from City College of New York in 1964 and later matriculated at University of Alabama, earning a M.A. (1973) and a Ph.D. (1976) in Sociology; and

WHEREAS, Dr. Allan J. Futernick proudly served his country for nearly a quarter of a century in the United States Army, rising up to the rank of Lieutenant Colonel. Included in his service were lengthy tours of duty in Greece, Japan and Vietnam. He also served as an instructor and professor at the U.S. Military Academy at West Point; and

WHEREAS, Dr. Allan J. Futernick is the recipient of many distinguished military honors and awards, including the famed Bronze Star Medal for heroic and meritorious achievement. Dr. Futernick was a member of the Rotary Club of West Point - Highland Falls, NY (1983-1985) and served as a Lay Leader to the West Point Jewish Community (1983-1985); and

WHEREAS, Dr. Allan J. Futernick's military career was followed by an outstanding career in public higher education administration, beginning at Rutgers University. On November 12, 2001, he began his employment at New Jersey City University (NJCU) as the Associate Director of Graduate Studies. For the past 11 years, he has served the university as the Director of Graduate Admissions; and

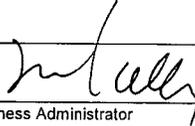
WHEREAS, Dr. Allan J. Futernick was a creative force at NJCU, establishing new scholarship opportunities and taking the lead on community partnerships. Although Dr. Futernick served in a senior administrative post, he interacted with the students with a style of his own using a hands-on approach. He had an open door policy that all students could count on when they needed a pep talk to help overcome obstacles or dilemmas; and

WHEREAS, Dr. Allan J. Futernick is a former NJCU Employee of the Month (March 2007). He is a 1997 recipient of New Jersey Association of Criminal Justice Educators (NJACJE) Jack A. Mark Memorial Award, an award established in the early 1970s to recognize individuals who made significant contributions to the organization and/or to the criminal justice system; and

WHEREAS, Dr. Allan J. Futernick has announced his intention to retire on December 31, 2012. A celebration will be held on December 14, 2012 at which time, family, friends and colleagues will honor the dedicated educator for his many years of excellent service rendered to the students of New Jersey City University.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Dr. Allan J. Futernick on the occasion of his retirement. We wish him continued health and happiness.

G:\WPP\DOCS\VOLONDA\RESOS\RETIRE\Dr. Allan J. Futernick.vpd

APPROVED: _____

 Business Administrator

APPROVED AS TO LEGAL FORM _____

 Corporation Counsel

Certification Required

Not Required

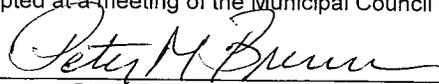
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-862
 Agenda No. 10.Z.1
 Approved: DEC 19 2012
 TITLE:



Resolution Honoring Sean Connors Recipient of the Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernians in America's Fr. Mychal Judge Award - 2013

WHEREAS, Sean Connors was born and raised in Jersey City and currently lives in the Jersey City Heights. Sean is a graduate of Hudson Catholic High School. He attended Hudson County Community College before joining the Hudson County Police Department. He subsequently joined the Jersey City Police Department in 1994 and was promoted to the rank of detective in 2002. While serving in the Jersey City Police Force, Detective Connors has received two POBA Valor Awards, four Commendations, seven Excellent Police Service Awards as well as the City's World Trade Center Award; and

WHEREAS, Sean Connors is active in many local civic groups and neighborhood associations, including the Heights Hope Neighborhood Association, The Pershing Field Friends of the Flower Garden, Pershing Field Little League, Washington Park Little League, St. Nicholas Seniors, Jersey City Police North District Meeting Group and the P.S. 8 Neighborhood Block Association; and

WHEREAS, Sean Connors was elected as a member of the Jersey City Board of Education, serving from 2009-2012. He resigned this seat when he was elected to the State Assembly. Sean Connors was sworn in on January 10, 2012 to represent the 33rd Legislative District in the New Jersey General Assembly which is comprised of parts of Jersey City, all of Union City, Hoboken and Weehawken; and

WHEREAS, on Saturday, December 15, 2012, the Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernians in America will host its 10th Annual Christmas Dinner Dance at the Casino in the Park in Jersey City at which time, Sean Connors will be awarded the Fr. Mychal Judge Award 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, does hereby honor Sean Connors, recipient of the Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernians in America's Fr. Mychal Judge Award - 2013. He is an inspiration and role model to all.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Ancient Order of Hibernians - 2013.wpd

APPROVED: _____
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								12.19.12			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-863

Agenda No. 10.Z.2

Approved: DEC 19 2012

TITLE: **Resolution Honoring James O'Donnell Jr.**
Fr. Mychal Judge Division One, Hudson County,
Ancient Order of Hibernians in America's
Hibernian of the Year 2013



WHEREAS, James J. O'Donnell, Jr. was born to the late James O'Donnell Sr. and Katherine O'Donnell (Taggart) on June 24, 1950, in Jersey City. He is the beloved brother of the late Kathleen O'Donnell; and

WHEREAS, James (Jim) O'Donnell, Jr. was raised in the Greenville section of Jersey City, where he still resides. He is a graduate of St. Paul's Grammar School and St. Michael's High School in Jersey City. Jim furthered his education at Jersey City State College (New Jersey City University); and

WHEREAS, Jim O'Donnell began his employment with the City of Jersey City in the Division of Welfare. In 1979, Jim accepted a position with the Division of Housing Code Enforcement as a housing inspector and eventually as a supervisor, overseeing the municipal court housing cases striving to bring quality housing for his fellow city residents. Jim retired in September of 2010 after proudly serving the City of Jersey City for 37 years; and

WHEREAS, Jim O'Donnell is a proud member of various organizations in Jersey City and Hudson County. Jim has been a member of the Ancient Order of Hibernians, Fr. Mychal Judge, Division One since 2004. He served as Sentinel for one year and since 2008 has presided as Financial Secretary. Jim was recently elected to a new term; and

WHEREAS, Jim O'Donnell has been a member of the St. Patrick Day Parade Committee since 2003 and has served on the Board of Trustees for the past six years. In 2006, Jim O'Donnell was named the Irishman of the Year by the St. Patrick Day Parade Committee; and

WHEREAS, Jim O'Donnell is a lifelong parishioner at St. Paul the Apostle Church in the Greenville Section of Jersey City. He is also a member of the Friendly Sons of Hudson County, Jersey City Loyal Order of Moose Lodge #266 and Scots-American Club in Kearny, NJ. Jim is proud of the fact that he is a Society Member of St. Jude Children's Research Hospital. The community servant was awarded the A Team Civic Organization Community Service Award in 2007; and

WHEREAS, on Saturday, December 15, 2012, the Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernians in America will host its 10th Annual Christmas Dinner Dance at the Casino in the Park in Jersey City at which time, James O'Donnell Jr. will be honored as Hibernian of the Year 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, does hereby honor, James O'Donnell Jr., Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernians in America's Hibernian of the Year 2013. We applaud his distinguished community service.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Ancient Order of Hibernians - 2013.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-864

Agenda No. 10.Z.3

Approved: DEC 19 2012

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT WITH DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION DOCUMENTS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES RELOCATION TO 394 CENTRAL AVENUE, PROJECT NO. 2011-003, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City at its August 22, 2012, meeting did authorize the award of a Professional Service Agreement between the City of Jersey City (City) and DMR Architects (DMR) to provide schematic design, design development, architectural interior and engineering services and construction documents in connection with the relocation of Immunization/Child Health Clinic and Division of Senior Affairs/Sr. Nutrition of the Department of Health and Human Services, Jersey City, New Jersey (Res. 12-655); and

WHEREAS, based on DMR's findings and subsequent meeting with the Building Code Official regarding egress and fire escape code issues and modifications to the fire suppression system for City employees being relocated to the third and fourth floors at 394 Central Avenue, additional Architectural/Engineering Services are needed to address these issues; and

WHEREAS, it is in the best interest of the City to complete these changes with the same consultant; and

WHEREAS, DMR Architects, 777 Terrace Avenue, 6th Floor, Hasbrouck Heights, New Jersey 07604 has submitted the attached proposal dated November 16, 2012; and

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed **TWENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS (\$26,700.00)** bringing the overall base contract amount to **EIGHTY-NINE THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 (\$89,700.00)**; and

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

WHEREAS, these funds are available for this expenditure from Account Number:

04-215-55-899-991	P.O. #107486	\$26,700.00
-------------------	--------------	-------------

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

1. a. The agreement with DMR is amended to increase the fee by an additional \$26,700.00; and
- b. All other terms and conditions of the agreement shall remain in effect; and

TITLE: **RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT WITH DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION DOCUMENTS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES RELOCATION TO 394 CENTRAL AVENUE, PROJECT NO. 2011-003, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

- 2. 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.
- 3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-899-991 for payment of the above Resolution.

ab

November 27, 2012

APPROVED: [Signature] 11/30/12 APPROVED AS TO LEGAL FORM [Signature]

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

Certification Required

Not Required

APPROVED 9-0
12.19.12

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. 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 LEGISLATION:

RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT WITH DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION DOCUMENTS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES RELOCATION TO 394 CENTRAL AVENUE, PROJECT NO. 2011-003, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Brian F. Weller, L.L.A., Director, (201) 547-5900

3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.

Design development, architectural interior, engineering services and construction documents to renovate and finish underutilized space for the relocation of the Department of Health and Human Services to the third and fourth floors at 394 Central Avenue as well as including egress, fire escape and fire suppression system code modifications.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

With the completion of plans and specifications the City will have the necessary documentation to proceed with the build out, so the City can fully utilize space that is currently vacant and unable to be occupied in its present state.

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

Capital Account No. 04-215-55-899-991 for the additional amount to be encumbered for this amendment shall not exceed **TWENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS (\$26,700.00)** bringing the overall base contract amount to **EIGHTY-NINE THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 (\$89,700.00)**;

6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Immediately upon execution of contract.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Three (3) weeks.

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.



Brian F. Weller, L.L.A.
Director

11-28-12
DATE

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : December 3, 2012
TO : Peter Brennan, Council President and Members of the Municipal Council
FROM : Brian F. Weller, L.L.A., Director 
SUBJECT : Health and Human Services Relocation to 394 Central Avenue
Project No. 2011-003
Re: Amending Resolution to DMR Architects

Attached for your consideration is a Resolution authorizing an amendment to a contract with DMR Architects for additional services to include the following:

- Egress and Fire Code issues relating to the 3rd and 4th floor at 394 Central Avenue.
- Relocation of the fire escape; and
- Fire Suppression System Modifications.

These issues are based on DMR Architects meeting with the Jersey City Building Code Officials.

Thank you for your consideration in this matter.

ab
Attachments

c: Rodney Hadley, Director, Department of Public Works

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

City Clerk File No. Res. 12-655

Agenda No. 10.2.7

Approved: AUG 22 2012

TITLE:



RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION DOCUMENTS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES RELOCATION TO 394 CENTRAL AVENUE, PROJECT NO. 2011-003 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City (City) requires the services of a professional architectural/engineering firm to provide schematic design, design development, architectural, interior and engineering services and construction documents in connection with the relocation of WIC, PORSCHE, Immunization/Child Health Clinic and Division of Senior Affairs/Sr. Nutrition of the Department of Health and Human Services, Jersey City, New Jersey; 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-20.4 et seq. (New Jersey Local Unit Pay-to-Play-Law), and

WHEREAS, the Director of the Department of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, DMR Architects, 777 Terrace Avenue, Hasbrouck Heights, New Jersey 07604 possesses the necessary qualifications to undertake this project and has submitted the attached revised proposal dated June 11, 2012 to provide services for a sum not to exceed \$63,000.00; and

WHEREAS, Lloyd A. Rosenberg, A.I.A., has completed and submitted a Business Entity Disclosure Certification which certifies that DMR Architects has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit DMR Architects from making any reportable contributions during the term of the contract; and

WHEREAS, Lloyd A. Rosenberg, A.I.A., has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of DMR Architects; and

WHEREAS, DMR Architects has submitted its Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128, adopted September 3, 2008; and

WHEREAS, funds in the amount of \$63,000.00 are available in Account No. 04-215-55-899-991; and

WHEREAS, the resolution authorizing the award of this agreement and the agreement itself must be available for public inspection.

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 DMR Architects for providing architectural/engineering services related to the relocation of the Department of Health and Human Services for a total contract amount not to exceed \$63,000.00;

COPY

TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION DOCUMENTS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES RELOCATION TO 394 CENTRAL AVENUE, PROJECT NO. 2011-003 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

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 DMR Architects 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 Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

1. Donna Mauer, Donna Mauer, hereby certify that funds in the amount of \$63,000.00 are available in Account No. 04-215-55-899-991 for payment of this resolution.

PO #: 107486

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/22/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	ABSENT			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



November 16, 2012

Brian Weller, LLA, ASLA, Director
Chief Landscape Architect
City of Jersey City
DPW, Division of Architecture
575 Route 440, 2nd Floor
Jersey City, New Jersey 07305

Re: Additional Architectural & Engineering Fee Proposal
Relocation of Departments of Health and Human Services
At 394 Central Avenue Jersey City, New Jersey 07306
DMR Project No.: 3267

Dear Mr. Weller:

Kindly accept this correspondence as a proposed amendment to DMR Architects' original proposal in connection with the above referenced project for the Architectural & Engineering services.

Additional scope beyond original proposal

As you are aware that DMR has been working to resolve the third and fourth floor egress issue, we met with the Building Code Official Jesse Atwell, and following are items which will incorporate into the project per his recommendation to address the egress issue.

1. Mr. Atwell recommended adding an internal communicating staircase between 3rd and 4th floor towards the front of the building. Since both the floors will be occupied by the same department this will act as an internal communicating stair, in case of emergency the occupants on the fourth floor will use the internal stair to come down to the 3rd floor. DMR would design an internal stair which would take approx. 4 feet width by 30' length on 3rd floor, and will take almost 7' width and 30' length on the fourth floor.
2. The existing fire escape on third floor will be designed to meet the current building code standard; it will have to be relocated to the other window, to allow enough room so the fire escape can be structurally secured to the bearing wall. The fire escape will then be brought along the building side towards the parking lot side above the USPS ramp. This will also require the modification of the overhang above the ramp and mansard roof.
3. The existing fire escape from the fourth floor will be left as it is, but a ladder would be added from the roof of the third floor to the second floor to continue the egress, in the event when the fourth floor fire escape is used.
4. The third floor is not fully sprinklered, the space which is right below the fourth floor is sprinklered but the adjacent space is not, the sprinkler system would need to be expanded to the third floor adjacent space also.
5. Meetings with building department to review the project to obtain comments will be billed on a per meeting basis.



ARCHITECTURE
 P L A N N I N G
 ENGINEERING
 INTERIORS
 CONSULTING

Relocation of Departments of
 Health and Human Services
 City of Jersey City
 November 16, 2012
 Page 2 of 3

Fee

DMR respectfully submits following additional fee for the completion of the services described above and doing the preliminary work of researching and investigating the issue, including reimbursable.

Architectural & Engineering Services.....\$24,700.00

Meetings with the building department will be billed at \$500/meeting.
 (Allowance)\$2,000.00

TOTAL \$26,700.00

Twenty Six Thousand Seven Hundred Dollars (\$26,700.00)

Assumptions, Conditions and Exclusions

- It is assumed that this project will be constructed, under a single General Contract for Construction for all three floors. Multi-trade bids and Construction Management Services are not included as Basic Services under this Agreement.
- This Agreement assumes that approving agencies that DMR's services are directly needed for are limited to the Local Building Department and includes preparation of construction documents needed for approvals by same.
- Meetings, coordination and other efforts required to seek approvals of any other agencies are not included as Basic Services, but can be provided at Owner's request as Additional Services.
- The following services are not included:
 - Site Engineering
 - Planning Board/Zoning Board
 - Environmental Engineering or other Hazardous Materials Identification and abatement
 - Redesign for Value Engineering services.
 - It is anticipated that the furniture systems will be selected prior to completion of construction documents
 - Design for specialized systems, such as UPS, standby generators, data centers, etc.
 - Design for supplemental fire suppression systems, including pre-action, dry chemical, wet chemical, FM200, etc. Design related to expansion of existing system to the third floor is included in the proposal.
 - Submitting plans to DCA, DOH or any other State Agency.

All other terms and condition of the proposal would remain same.

Please note this proposal is only for the scope as described in this proposal. Any future scope increase (program changes) may result in a request for additional fees. Terms



ARCHITECTURE
PLANNING
ENGINEERING
INTERIORS
CONSULTING

Relocation of Departments of
Health and Human Services
City of Jersey City
November 16, 2012
Page 3 of 3

and conditions represented in this proposal are same as in our original proposal to the County. If you have any questions regarding this proposal or need further clarification on any issues, please feel free to contact me at 201.288.2600.

Sincerely,

Pradeep Kapoor, LEED®
Project Manager

Re: Additional Architectural & Engineering Fee Proposal
Relocation of Departments of Health and Human Services
At 394 Central Avenue Jersey City, New Jersey 07306
DMR Project No.: 3267

Architect: **DMR Architects**

Signature: _____ Date: _____
Name/Title: Lloyd Rosenberg, President, CEO

Client: **City of Jersey City**

Signature: _____ Date: _____
Name/Title: _____

**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 : DMR Architects

Address : 777 Terrace Avenue, 6th Floor, Suite 607, Hasbrouck Heights, NJ 07604

Telephone No. : 201-288-2600

Contact Name : Lloyd A. Rosenberg, AIA

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.

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)

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:

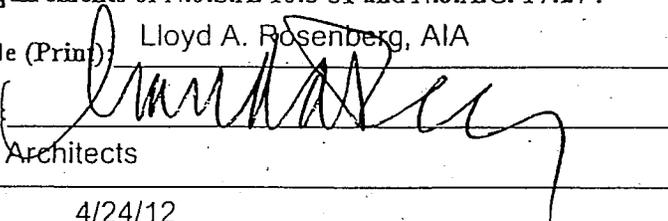
EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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):

Lloyd A. Rosenberg, AIA

Representative's Signature:



Name of Company:

DMR Architects

Tel. No.:

(201) 288-2600

Date:

4/24/12

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

The contractor and the President of Dmz Architects, (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. S121 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.

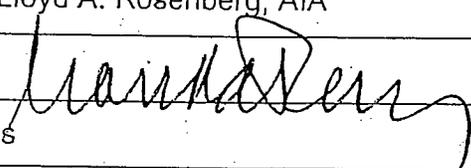
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the 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.

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

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): Lloyd A. Rosenberg, AIA

Representative's Signature: 

Name of Company: DMR Architects

Tel. No.: (201) 288-2600 Date: 4/24/12



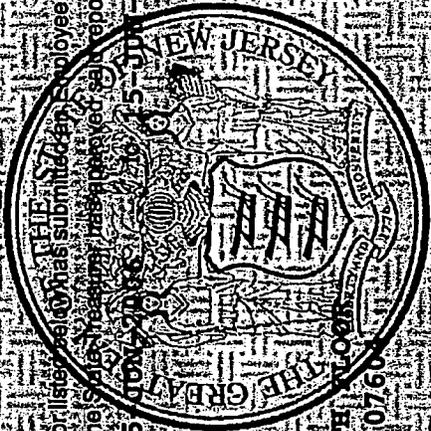
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification: 11257

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. 17:27-11 et. seq. and the State Treasury has approved said report. This approval will remain in effect for the period of 15 months from 15 June 2013 to 15 June 2013.



THE GREAT SEAL OF THE STATE OF NEW JERSEY
1776



State Treasurer

Pauley Abdala

State Treasurer

DMR ARCHITECTS
777 TERRACE AVENUE, 15TH FLOOR
HARBROUCK HTS, NJ 07600



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

06/13/07

Taxpayer Identification# 223-119-428/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

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:

DMR ARCHITECTS P.C.

ADDRESS:

777 TERRACE AVE 6TH FLOOR
HASBROUCK HEIGHTS NJ 07604

EFFECTIVE DATE:

08/28/91

TRADE NAME:

DMR ARCHITECTS

SEQUENCE NUMBER:

0079760

ISSUANCE DATE:

06/13/07

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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

City Clerk File No. Res. 12-865

Agenda No. 10.Z.4

Approved: DEC 19 2012

TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO NETTA ARCHITECTS IN CONNECTION WITH THE FEASIBILITY STUDY FOR THE HARMON STREET POOL HOUSE AND SITE, PROJECT NO. 2012-017 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.



**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City requires the services of a consulting Architectural/Engineering firm to provide a feasibility study for the Harmon Street Pool, Jersey City, New Jersey which has been vacant since the early 1980's; and

WHEREAS, the City of Jersey City did solicit a Request for Qualifications (RFQ) for General Engineering Services through the fair and open process, and evaluated each firm as to their qualifications to provide these services; and

WHEREAS, a list of pre-qualified firms has been posted to the Jersey City Website; and

WHEREAS, the City is acquiring these services as a statutorily permitted contract pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-4.4, and provisions of N.J.S.A. 19:40A-20.4 (New Jersey Local Unit Pay to Play); and

WHEREAS, Netta Architects, 1084 Route 22 West, Mountainside, New Jersey 07092 possesses by virtue of their pre-qualification, the necessary qualifications to undertake this project and has submitted the attached proposal dated November 15, 2012; and

WHEREAS, these funds are available for this expenditure from General Building Capital Account:

04-215-55-533-990 P.O. No. 108328 \$8,500.00

WHEREAS, 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; and

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 with the firm of Netta Architects for a lump sum fee not to exceed **EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$8,500.00)**;
2. This contract be awarded without competitive bidding as a "professional" service: under the provisions of the Local Public Contracts Law because the services will be rendered by persons authorized by law to practice a recognized profession; and
3. A copy of this Resolution 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. N.J.S.A. 40A:11-1, et. seq.

City Clerk File No. Res. 12-865

Agenda No. 10.Z.4 DEC 19 2012

TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO NETTA ARCHITECTS IN CONNECTION A FEASIBILITY STUDY FOR THE HARMON STREET POOL HOUSE AND SITE, PROJECT NO. 2012-017 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

4. The award of this agreement shall be subject to the condition that Consultant provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-533-990 for payment of the above Resolution.

PO # 108328

November 28, 2012
ab

APPROVED: [Signature] / 12/3/12
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSTAIN			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. 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 LEGISLATION:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO NETTA ARCHITECTS IN CONNECTION A FEASIBILITY STUDY FOR THE HARMON STREET POOL HOUSE AND SITE, PROJECT NO. 2012-017 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Brian F. Weller, L.L.A., Director (201) 547-5900

3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.

To perform a feasibility study to include an analysis of the current building conditions related to the proposed new use.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

The feasibility study will assist the Division of Architecture in becoming aware of the several architectural alterations and engineering modifications; the anticipated construction costs and associated production and construction schedule related to the proposed modifications.

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

Account No. 04-215-55-533-990 for a total cost not to exceed EIGHT THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$8,500.00).

6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Immediately upon execution of contract.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Four (4) to Six (6) weeks.

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.



BRIAN F. WELLER, L.L.A., DIRECTOR

November 28, 2012

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : December 3, 2012
TO : Peter Brennan, Council President and Members of the Municipal Council
FROM : Brian F. Weller, L.L.A., Director (BFW)
SUBJECT : Harmon Street Pool House and Site
Project No. 2012-017
Re: Netta Architects - Feasibility Study

The City solicited a proposal from Netta Architects who is a pre-qualified consultant (General Architectural/Engineering Services) to perform a feasibility study at the Harmon Street Pool House and Site.

Attached for your consideration is a Resolution authorizing the award of a professional services contract to Netta Architects to provide a feasibility study to include the following:

- Analysis of current building conditions as related to the proposed new use.
- Functional space program which outlines all required areas, number of users and special requirements (equipment, furniture, etc.)
- Conceptual design schemes for the proposed new use.
- Engineering analysis and summary of required systems effected by proposed new use.
- Project cost estimate which includes anticipated hard (construction) costs, professional services and contingency values as well as a proposed project design and schedule.

Thank you for your consideration in this matter.

ab

Attachments

c: Rodney Hadley, Director, Department of Public Works

NEW VENDOR INFORMATION FORM

VENDOR NAME:

Netta Architects

FEIN/SS# 14-1837265

MAIL PO/VOUCHERS TO ADDRESS: 1084 Route 22 West

CITY: Mountainside

STATE: NJ

ZIP 07092

TEL #: (973) 379-0006

(973) 379-1061

FAX #:

EMAIL: nnetta@nettaarchitects.com

MAIL CHECK/S TO ADDRESS: SAME AS ABOVE

CITY:

STATE:

ZIP:

TEL #:

FAX #:

EMAIL:

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:

Architectural Services

CITY
EMPLOYEE?

YES NO

MINORITY VENDOR?

YES NO

REQUIRED
FORM 1099?

YES NO

TYPE/CATEGORY: SBE

NON-PROFIT?

YES (Include Non-Profit Certification)

NO

VENDOR'S CONTACT/AUTHORIZED PERSON:

PHONE: (973) 379-0006

Nicholas J. Netta Principal

EMAIL: nnetta@nettaarchitects.com

SIGNATURE OF CONTACT/AUTHORIZED PERSON:

NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER

SIGNATURE OF EMPLOYEE:

PURCHASING DIVISION USE ONLY

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

**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 _____

Business name, if different from above
Netta Architects, LLC

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other _____ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
1084 Route 22 West Requester's name and address (optional) _____

City, state, and ZIP code
Mountainside, NJ 07092

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I 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.

Social security number
| | | | | | | | | |
or

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

Employer identification number
14611813721615

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. person (including a U.S. resident alien).

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

Date **11/27/12**

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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NETTA ARCHITECTS, L.L.C.
Trade Name:
Address: 25 ROUTE 22 EAST
SPRINGFIELD, NJ 07081-3127
Certificate Number: 0958204
Effective Date: December 30, 2002
Date of Issuance: December 03, 2012

For Office Use Only:
20121203094432963



NettaArchitects

November 15, 2012

Mr. Brian F. Weller, ASLA, LLA, Director
City of Jersey City, Dept. of Public Works, Div. of Architecture
575 Route 440
Jersey City, NJ 07305

**RE: Proposed Feasibility Study for Harmon Street Pool House and Site
for the City of Jersey City, Dept. of Public Works, Division of Architecture
P12-110**

Dear Mr. Weller:

It was a pleasure meeting with you Tuesday, November 13, 2012 and discussing the City's visions for the Harmon Street Pool House and Site. Based on our conversation, we are pleased to submit our proposal to provide professional design services to the Division of Architecture as outlined below.

Netta Architects understands that the Harmon Street Pool facility has been vacant since the early 1980's and that the City would like to re-purpose the site. Based on our discussion, the first objective is to renovate the pool house building, which appears to be approximately 5,000 square feet, to include a community center, which will contain boxing, weight training rooms and other related functions.

Various uses of the site (approx. 0.5 acre) will be investigated. Currently, the property is in need of storm water management design and the existing pool is to be abandoned. Additionally, the retaining wall at the north area of the site is severely damaged. Using information from the City, potential short-term and long-term uses of the site will be explored.

The scope of work covered under this agreement will require this office to prepare a Feasibility Study. The Feasibility Study will assist the City via the Division of Architecture in becoming aware of the several architectural alterations and engineering modifications; the anticipated construction costs and associated production and construction schedule related to the proposed modifications.

The Feasibility Study will include the following items:

- Analysis of current building conditions as related to the proposed new use
- Functional space program which outlines all required areas, number of users and special requirements (equipment, furniture, etc.)
- Conceptual design schemes for the proposed new use
- Engineering analysis and summary of required systems effected by proposed new use
- Project cost estimate which includes anticipated hard (construction) costs, professional services and contingency values as well as a proposed project design and schedule

Our methodology for developing the Feasibility Study is as follows:

- A project initiation meeting and discussion with key personnel to better identify the project goals and specific requirements; collect existing data (drawings, etc.).
- Existing conditions survey and data analysis
- Programming and conceptual design; cost estimation and project scheduling.

All of the above documentation is compiled into a final bound document, three copies, along with color keyed design drawings (11" by 17").

ARTICLE I - SCOPE OF SERVICE

PHASE I – RESEARCH AND PROGRAMMING

1. Document existing building conditions;
2. Development of existing floor plans of proposed work area(s);
3. Coordinate client supplied data and building information;
4. Development of project program;
5. Development of spatial relationships and flow diagrams and
6. Allow for one (1) project initiation meeting to gather information

Research and Programming \$ 5,000.00
(Task Time Frame 30 Days)

PHASE II – ANALYSIS AND DESIGN

1. Conceptual design solutions;
2. Structural analysis;
3. Cost analysis of selected solution;
4. Construction schedule and
5. Allow for one (1) design meeting to review concept

Analysis and Design \$ 3,000.00
(Task Time Frame 30 Days)

ARTICLE II

Compensation:

The above outlined professional architectural services listed in Article I shall be completed for a fee of **Eight Thousand, Five Hundred Dollars, (\$8,500.00)**, including **Five Hundred Dollars, (\$500.00)** for reimbursable expenses.

Fee Breakdown:

Phase I – Research and Programming Fee	\$ 5,000.00
Phase II – Analysis and Design	\$ 3,000.00
Reimbursable Expenses	\$ 500.00
Reimbursable Expenses Billed Monthly	
TOTAL CONTRACTED SERVICES	\$ 8,500.00

Contract Endnotes:

*Reimbursable expenses incurred by Netta Architects and our consultants in the interest of completing the project in a timely manner will be billed monthly with a complete record of all incurred expenses.

*Professional design services billing is on a monthly basis. Payments are due upon receipt and not beyond any 30 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this agreement. In the event professional design fees are not paid in accordance with the 30-day term noted above, architect reserves the right to stop providing professional services until past due progress payments are received.

Professional design services billing is on a monthly basis. Payment is due within a 45 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this proposal.

ARTICLE III

LIMITATIONS OF SERVICES

1. This proposal is valid for sixty (60) days from the proposal date.
2. Netta Architects will rely on the accuracy of any information submitted to us by the client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.
3. Netta Architects Scope of Service is as defined in the Project Scope and Scope of Professional Services as outlined in Article 1. Additional services beyond our outlined Scope will be performed under a separate agreement.
4. Environmental Testing is not part of this Scope of Service. If Environmental Testing is needed it will be included under a separate contract.

ARTICLE IV

TERMS

We anticipate that our statements will be paid promptly upon their presentation. In the event that a statement is not paid within 45 days of receipt, the firm will charge interest on the outstanding balance at a rate of 1.5% per month for the period the statement remains unpaid after the initial 45 days. The firm of Netta Architects shall also be reimbursed for any collection fees incurred for any unpaid balances after 90 days, including, but not limited to, reasonable counsel fees and costs.

ARTICLE V

REIMBURSABLE EXPENSES

Payment for reimbursable expenses may be included in each progress payment or billed to the client on a monthly basis. Reimbursable expenses, in a "not to exceed fee" of **Five Hundred Dollars (\$500.00)** include all actual expenditures made by the Architect or his consultants for the project, which included but are not limited to travel, special mailings, and all blue printing or reproductions including the regular prints noted within the contract above.

ARTICLE VI

RESPONSIBILITIES OF THE PARTIES

The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

Owner:

Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for, and limitations on, the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

The Owner shall periodically update the budget for the Project, including the portion allocated for the Cost of Work. The Owner shall not significantly increase or decrease the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope of quality.

Architect:

The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article I – Scope of Service.

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Article I and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

ARTICLE VII

INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligation, including prompt payment of all sums when due, under this agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this agreement. Any termination of this agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all original and reproduction in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

ARTICLE VIII

TERMINATION OR SUSPENSION

If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Project is suspended by the owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's

services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

ARTICLE IX

CONSTRUCTION

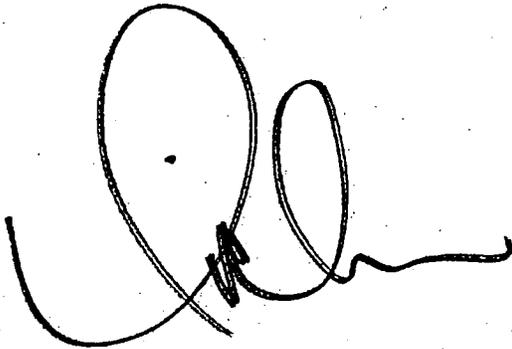
The architect shall not be responsible for the acts and omissions of the building contractor, or any subsequent subcontractor, or their agents or employees or any other person performing the work.

ARTICLE X

ADDITIONAL DESIGN SERVICES

Any additional architectural and or engineering services not outlined in Article I – Scope of Services, within this contract, shall be reflected by means of a required change order and billed to the client at an hourly rate set forth and described herewith in our "Standard Schedule of Services" attached hereto and made a part of this contract.

Very truly yours,

A handwritten signature in black ink, appearing to read 'N. Netta', with a large loop at the beginning and a horizontal flourish at the end.

Nicholas J. Netta, AIA, NCARB
Principal

NJN/mm

STANDARD SCHEDULE OF RATES

Professional Services:

• Principal	\$	225.00 per hr.
• Vice President	\$	195.00 per hr.
• Project Manager	\$	175.00 per hr.
• Senior Architect	\$	150.00 per hr.
• Architect Level I	\$	125.00 per hr.
• Architect Level II	\$	115.00 per hr.
• Architect Level III	\$	100.00 per hr.
• Draftsman	\$	65.00 per hr.
• Engineer	\$	150.00 per hr.
• Clerical	\$	50.00 per hr.
• Planning Board Appearance	\$	700.00 per app.

Reimbursable Expenses:

• Automobile Travel		Federal Rate
• Tolls		Direct Cost
• Reproductions	\$.50 per s.f.
• Digital Files	\$	200.00 per CD
• B&W Prints (8 ½ " x 11")	\$.25 per sheet
• B&W Prints (8 ½ " x 11" double sided)	\$.35 per sheet
• B&W Plotting (11 " x 17")	\$	1.00 per plot
• B&W Plotting (12 " x 18")	\$	1.50 per plot
• B&W Plotting (15 " x 21")	\$	3.00 per plot
• B&W Plotting (24 " x 36")	\$	3.00 per plot
• B&W Plotting (30" x 42")	\$	6.00 per plot
• B&W Plotting (36 " x 48")	\$	9.00 per plot
• Color Plotting (8 ½ " x 11")	\$	\$20.00 per plot
• Color Plotting (11 " x 17")	\$	40.00 per plot
• Color Plotting (24 " x 36")	\$	75.00 per plot
• Color Plotting (30" x 42")	\$	90.00 per plot
• Color Plotting (36 " x 48")	\$	100.00 per plot
• Express Mailing		1.2 x direct cost
• Computer Renderings Copies		1.3 x direct cost

Additional Professional Costs:

Surveyors, Professional Photography, Scientists, Engineers, Planners and Artist Renderings

- Consultants referenced above..... 1.2 x cost

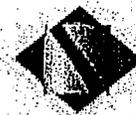


EXHIBIT A

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)

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

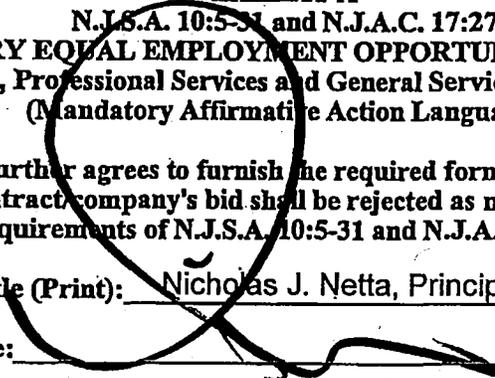
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

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): Nicholas J. Netta, Principal

Representative's Signature: 

Name of Company: Netta Architects

Tel. No.: 973-379-0006 Date: 11/27/12

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

The contractor and the _____ City _____ 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 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.

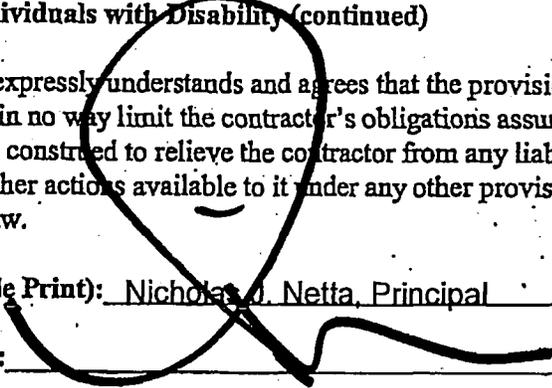
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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.

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

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): Nicholas J. Netta, Principal

Representative's Signature: 

Name of Company: Netta Architects

Tel. No.: (973) 379-0006 Date: 11/27/12

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: Netta Architects

Address: 1084 Route 22 West, Mountainside, NJ 07092

Telephone No.: (973) 379-0006

Contact Name: Nicholas J. Netta

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.

DIVISION OF PURCHASING COPY

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: Netta Architects

Address: 1084 Route 22 West, Mountainside, NJ 07092

Telephone No.: (973) 379-0006

Contact Name: Nicholas J. Netta

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

Business Registration Certificate

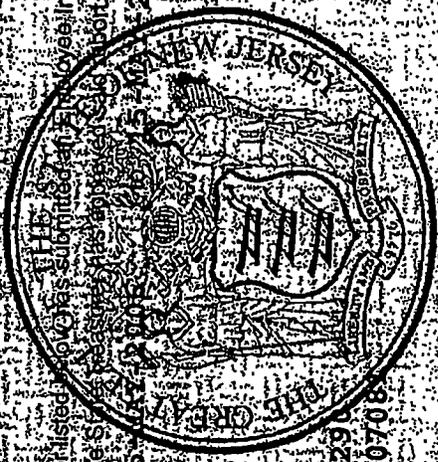
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 287 TRENTON NJ 08646-0287</small>
TAXPAYER NAME: NETTA ARCHITECTS, L.L.C.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 141-837-265/000	SEQUENCE NUMBER: 0858204	
ADDRESS: 25 ROUTE 22 EAST SPRINGFIELD NJ 07081	ISSUANCE DATE: 10/07/04	
EFFECTIVE DATE: 08/03/02	 Acting Director	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

Certification: 38245

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed above has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11.1 at Sea and the State of New Jersey has approved this report. This approval will remain in effect for the period of 15 months from 12/15/2013 to 03/15/2015.



MENTA ARCHITECTS, LLC
25 RT. 22 EAST, SUITE 29
SPRINGFIELD NJ 07081

Paul A. Adams

State Treasurer

AGREEMENT

Agreement made this day of 2012, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **Netta Architects, 1084 Route 22 West, Mountainside, New Jersey 07092** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Architectural/Engineering Consultant** in connection with the City's **Harmon Street Pool House and Site**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to a **feasibility study at the Harmon Street Pool House and Site**.

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 professional **Architectural/Engineering** services in connection with **Harmon Street Pool House and Site**.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Architectural/Engineering** services in accordance with the Request for Qualifications (RFQ) prepared by the Division of Architecture dated **April, 2012** and the proposal prepared by the CONSULTANT dated **November 15, 2012**.
2. Such described services shall be performed during a period of **four (4) to six (6) weeks**.
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 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 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 a 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 professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated **November 15, 2012** with a total cost not to exceed **Eight Thousand Five Hundred (\$8,500.00)**.

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote 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 Coverages - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS 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. Automobile Liability Coverage: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) 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) DOLLARS (Statutory).
- D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) 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. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Harmon Street Pool House and Site, Project No. 2012-017**.

3. The insurance policies described in this Article shall be kept in force for the 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 **bi-weekly** basis a progress 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 a 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 Chief Architect of the Division of Architecture of the CITY on 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.A.C. 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 programs (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 quote 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, statement 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.
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, 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).

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

POLITICAL CONTRIBUTIONS PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVII

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

JOHN KELLY
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

NETTA ARCHITECTS

BY: _____

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

PETER SORIERO
Risk Manager



NettaArchitects

November 15, 2012

Mr. Brian F. Weller, ASLA, LLA, Director
City of Jersey City, Dept. of Public Works, Div. of Architecture
575 Route 440
Jersey City, NJ 07305

**RE: Proposed Feasibility Study for Harmon Street Pool House and Site
for the City of Jersey City, Dept. of Public Works, Division of Architecture
P12-110**

Dear Mr. Weller:

It was a pleasure meeting with you Tuesday, November 13, 2012 and discussing the City's visions for the Harmon Street Pool House and Site. Based on our conversation, we are pleased to submit our proposal to provide professional design services to the Division of Architecture as outlined below.

Netta Architects understands that the Harmon Street Pool facility has been vacant since the early 1980's and that the City would like to re-purpose the site. Based on our discussion, the first objective is to renovate the pool house building, which appears to be approximately 5,000 square feet; to include a community center, which will contain boxing, weight training rooms and other related functions.

Various uses of the site (approx. 0.5 acre) will be investigated. Currently, the property is in need of storm water management design and the existing pool is to be abandoned. Additionally, the retaining wall at the north area of the site is severely damaged. Using information from the City, potential short-term and long-term uses of the site will be explored.

The scope of work covered under this agreement will require this office to prepare a Feasibility Study. The Feasibility Study will assist the City via the Division of Architecture in becoming aware of the several architectural alterations and engineering modifications; the anticipated construction costs and associated production and construction schedule related to the proposed modifications.

The Feasibility Study will include the following items:

- Analysis of current building conditions as related to the proposed new use
- Functional space program which outlines all required areas, number of users and special requirements (equipment, furniture, etc.)
- Conceptual design schemes for the proposed new use
- Engineering analysis and summary of required systems effected by proposed new use
- Project cost estimate which includes anticipated hard (construction) costs, professional services and contingency values as well as a proposed project design and schedule

Our methodology for developing the Feasibility Study is as follows:

- A project initiation meeting and discussion with key personnel to better identify the project goals and specific requirements; collect existing data (drawings, etc.).
- Existing conditions survey and data analysis
- Programming and conceptual design; cost estimation and project scheduling.

All of the above documentation is compiled into a final bound document, three copies, along with color keyed design drawings (11" by 17").

ARTICLE I - SCOPE OF SERVICE

PHASE I – RESEARCH AND PROGRAMMING

1. Document existing building conditions;
2. Development of existing floor plans of proposed work area(s);
3. Coordinate client supplied data and building information;
4. Development of project program;
5. Development of spatial relationships and flow diagrams and
6. Allow for one (1) project initiation meeting to gather information

Research and Programming \$ 5,000.00
(Task Time Frame 30 Days)

PHASE II – ANALYSIS AND DESIGN

1. Conceptual design solutions;
2. Structural analysis;
3. Cost analysis of selected solution;
4. Construction schedule and
5. Allow for one (1) design meeting to review concept

Analysis and Design \$ 3,000.00
(Task Time Frame 30 Days)

ARTICLE II

Compensation:

The above outlined professional architectural services listed in Article I shall be completed for a fee of **Eight Thousand, Five Hundred Dollars, (\$8,500.00)**, including **Five Hundred Dollars, (\$500.00)** for reimbursable expenses.

Fee Breakdown:

Phase I – Research and Programming Fee	\$ 5,000.00
Phase II – Analysis and Design	\$ 3,000.00
Reimbursable Expenses	\$ 500.00
Reimbursable Expenses Billed Monthly	
TOTAL CONTRACTED SERVICES	\$ 8,500.00

Contract Endnotes:

*Reimbursable expenses incurred by Netta Architects and our consultants in the interest of completing the project in a timely manner will be billed monthly with a complete record of all incurred expenses.

*Professional design services billing is on a monthly basis. Payments are due upon receipt and not beyond any 30 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this agreement. In the event professional design fees are not paid in accordance with the 30-day term noted above, architect reserves the right to stop providing professional services until past due progress payments are received.

Professional design services billing is on a monthly basis. Payment is due within a 45 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this proposal.

ARTICLE III

LIMITATIONS OF SERVICES

1. This proposal is valid for sixty (60) days from the proposal date.
2. Netta Architects will rely on the accuracy of any information submitted to us by the client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.
3. Netta Architects Scope of Service is as defined in the Project Scope and Scope of Professional Services as outlined in Article 1. Additional services beyond our outlined Scope will be performed under a separate agreement.
4. Environmental Testing is not part of this Scope of Service. If Environmental Testing is needed it will be included under a separate contract.

ARTICLE IV

TERMS

We anticipate that our statements will be paid promptly upon their presentation. In the event that a statement is not paid within 45 days of receipt, the firm will charge interest on the outstanding balance at a rate of 1.5% per month for the period the statement remains unpaid after the initial 45 days. The firm of Netta Architects shall also be reimbursed for any collection fees incurred for any unpaid balances after 90 days, including, but not limited to, reasonable counsel fees and costs.

ARTICLE V

REIMBURSABLE EXPENSES

Payment for reimbursable expenses may be included in each progress payment or billed to the client on a monthly basis. Reimbursable expenses, in a "not to exceed fee" of *Five Hundred Dollars (\$500.00)* include all actual expenditures made by the Architect or his consultants for the project, which included but are not limited to travel, special mailings, and all blue printing or reproductions including the regular prints noted within the contract above.

ARTICLE VI

RESPONSIBILITIES OF THE PARTIES

The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

Owner:

Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for, and limitations on, the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

The Owner shall periodically update the budget for the Project, including the portion allocated for the Cost of Work. The Owner shall not significantly increase or decrease the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope of quality.

Architect:

The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article I – Scope of Service.

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Article I and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

ARTICLE VII

INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligation, including prompt payment of all sums when due, under this agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this agreement. Any termination of this agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all original and reproduction in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

ARTICLE VIII

TERMINATION OR SUSPENSION

If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Project is suspended by the owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's

services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

ARTICLE IX

CONSTRUCTION

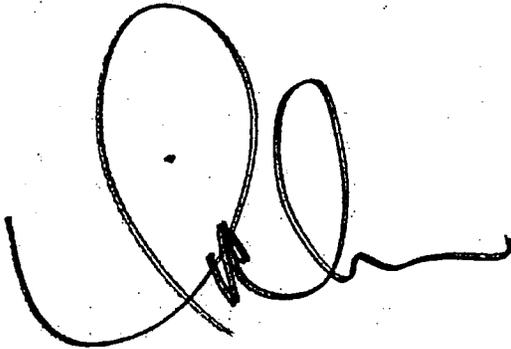
The architect shall not be responsible for the acts and omissions of the building contractor, or any subsequent subcontractor, or their agents or employees or any other person performing the work.

ARTICLE X

ADDITIONAL DESIGN SERVICES

Any additional architectural and or engineering services not outlined in Article I – Scope of Services, within this contract, shall be reflected by means of a required change order and billed to the client at an hourly rate set forth and described herewith in our "Standard Schedule of Services" attached hereto and made a part of this contract.

Very truly yours,

A handwritten signature in black ink, appearing to read 'N. Netta', with a large loop at the top and a horizontal flourish at the bottom.

Nicholas J. Netta, AIA, NCARB
Principal

NJN/mm

STANDARD SCHEDULE OF RATES

Professional Services:

• Principal	\$	225.00 per hr.
• Vice President	\$	195.00 per hr.
• Project Manager	\$	175.00 per hr.
• Senior Architect	\$	150.00 per hr.
• Architect Level I	\$	125.00 per hr.
• Architect Level II	\$	115.00 per hr.
• Architect Level III	\$	100.00 per hr.
• Draftsman	\$	65.00 per hr.
• Engineer	\$	150.00 per hr.
• Clerical	\$	50.00 per hr.
• Planning Board Appearance	\$	700.00 per app.

Reimbursable Expenses:

• Automobile Travel		Federal Rate
• Tolls		Direct Cost
• Reproductions	\$.50 per s.f.
• Digital Files	\$	200.00 per CD
• B&W Prints (8 ½ " x 11")	\$.25 per sheet
• B&W Prints (8 ½ " x 11" double sided)	\$.35 per sheet
• B&W Plotting (11 " x 17")	\$	1.00 per plot
• B&W Plotting (12 " x 18")	\$	1.50 per plot
• B&W Plotting (15 " x 21")	\$	3.00 per plot
• B&W Plotting (24 " x 36")	\$	3.00 per plot
• B&W Plotting (30" x 42")	\$	6.00 per plot
• B&W Plotting (36 " x 48")	\$	9.00 per plot
• Color Plotting (8 ½ " x 11")	\$	\$20.00 per plot
• Color Plotting (11 " x 17")	\$	40.00 per plot
• Color Plotting (24 " x 36")	\$	75.00 per plot
• Color Plotting (30" x 42")	\$	90.00 per plot
• Color Plotting (36 " x 48")	\$	100.00 per plot
• Express Mailing		1.2 x direct cost
• Computer Renderings Copies		1.3 x direct cost

Additional Professional Costs:

Surveyors, Professional Photography, Scientists, Engineers, Planners and Artist Renderings

- Consultants referenced above..... 1.2 x cost



Business Registration Certificate

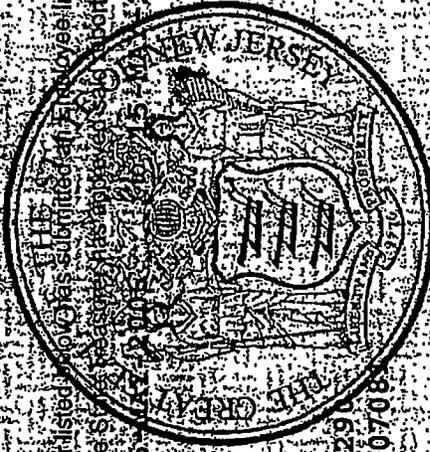
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 288 TRENTON, NJ 08646-0282
TAXPAYER NAME: NETTA ARCHITECTS, L.L.C.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 141-837-265/000	SEQUENCE NUMBER: 0858204	
ADDRESS: 25 ROUTE 22 EAST SPRINGFIELD NJ 07081	ISSUANCE DATE: 10/07/04	
EFFECTIVE DATE: 05/03/02	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

Certification 38245

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the employee information report submitted on [] pursuant to N.J.A.C. 17:27(1) is correct and the employee information report will remain in effect for the period of [] 2013.



NETTA ARCHITECTS, LLC
25 RT. 22 EAST SUITE 290
SPRINGFIELD NJ 07081

Paula Adel

State Treasurer

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

City Clerk File No. Res. 12-866

Agenda No. 10.Z.5

Approved: DEC 19 2012

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH F. POPOVICH, M.D., FACS TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED FOR THE PERIOD OF TIME BEGINNING DECEMBER 1, 2012 AND ENDING NOVEMBER 30, 2013

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council Committee for the Disabled (Committee) reviews all applications for new restricted parking spaces for the disabled person and updated applications to justify an existing restricted parking space for a disabled person and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

WHEREAS, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

WHEREAS, Joseph F. Popovich, M.D., FACS, PC, 159 Palisade Avenue, Jersey City, New Jersey 07306 is a licensed physician capable of providing such services; and

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

WHEREAS, Dr. Popovich agrees to provide his services to the Committee for a one year period effective as of December 1, 2012; and

WHEREAS, the maximum amount of the agreement is \$14,400.00 which is available in Account No. 01-201-26-113-312; and

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

WHEREAS, Dr. Popovich has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Ordinance 08-128 adopted on September 3, 2008.

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

1. The Mayor and or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Joseph F. Popovich, M.D., FACS, PC for providing medical advise to the Committee for a total contract amount of \$14,400.00 to be paid in monthly installments;
2. The term of the agreement is for one (1) year effective as of December 1, 2012 and expiring on November 30, 2013;

continued.....

CFL:pcl
(12.4.12)

City Clerk File No. Res. 12-866

Agenda No. 10.Z.5 DEC 19 2012

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH F. POPOVICH, M.D., FACS TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED FOR THE PERIOD OF TIME BEGINNING DECEMBER 1, 2012 AND ENDING NOVEMBER 30, 2013

- 3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget and in the subsequent calendar year 2013 budget; and
- 4. 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.;
- 5. 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 this resolution.
- 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) Chief Financial Officer, certify that \$14,400.00 is available in Account No. 01-201-26-113-312.

PO # 108348

APPROVED: [Signature] 12/5/12
Municipal Engineer

APPROVED: [Signature] 12/6/12 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

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

CFL:pc1
(12.4.12)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

FACT SHEET

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 a Professional Services Agreement with Joseph F. Popovich, M.D., FACS to assist the Municipal Council Committee on parking for the disabled for the period of time beginning December 1, 2012 and ending November 30, 2013

2. Name and title of person initiating the ordinance/resolution, etc.:

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation at the request of the Municipal Council Committee for Disabled Parking at the recommendation of The Municipal Council Committee for Disabled Parking

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize a Professional Services Agreement between the City of Jersey City and Dr. Popovich for the Doctor to review applications submitted by disabled individuals for a reserved parking space at their residence and make recommendations regarding the application. This contract will begin December 1, 2012 and end November 30, 2013.

4. Reasons (need) for the proposed program, project, etc.:

The Committee requires the services of a Physician to advise them with respect to medical information contained in the application for a reserved parking space at a residence whether a new parking space or existing restricted parking space.

5. Anticipated benefits to the community:

To make certain that only those disabled individuals who are truly in need of a reserved parking space are approved for one.

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 contribution):

The maximum amount of the agreement is \$14,400.00.
Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year temporary budge, shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget and in the subsequent calendar year 2013 budget.

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Upon adoption of the Resolution by the Jersey City Municipal Council and after all parties have signed the Contract.

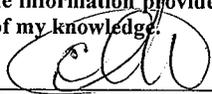
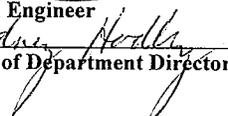
9. Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4492

10. Additional comments:

The professional services agreement will begin December 1, 2012 and end November 30, 2013.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

	12/5/12
Municipal Engineer	Date
	12/6/12
Signature of Department Director	Date

AGREEMENT

Agreement made this day of , 2012 by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Joseph F. Popovich, M.D., F.A.C.S., PC (Dr. Popovich), 159 Palisade Avenue, Jersey City, New Jersey 07306;

WHEREAS, the Municipal Council Committee on Parking for the Disabled (Committee) reviews all new and existing applications for restricted parking spaces for disabled persons and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

WHEREAS, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

WHEREAS, Dr. Popovich, is a licensed physician capable of providing such services.

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

1. Scope of Services:

Dr. Popovich will review medical information pertaining to applications submitted to the City for restricted parking places for disabled persons and provide advice regarding the applications to the Committee.

2. Term:

The term of this Agreement is for one (1) year effective as of December 1, 2012 and terminating on November 30, 2013.

3. Fee Schedule:

The City shall pay Dr. Popovich and Dr. Popovich agrees to accept as full payment for services provided under this Agreement a total fee of \$14,400.00. This fee shall be paid in equal monthly installments after the City receives a monthly billing statement from Dr. Popovich.

4. Indemnification:

In performing the services under this Agreement, Dr. Popovich shall operate and have the status of an agent of the City. The City shall defend and indemnify Dr. Popovich in accordance with §27-3 of the City's Municipal Code. Dr. Popovich shall be permitted to perform services for other persons and entities other than the City provided no conflict of interest exists.

5. Insurance:

If deemed necessary by the City's Risk Manager, Dr. Popovich shall deliver, within 10 days after receiving a written request from the Risk Manager, certified copies of each of the insurance policies identified below. Each certificate or certificates of such insurance shall name, as an additional insured, the City of Jersey City. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.
- b) Workers' compensation in the statutory amount of \$100,000.

6. Termination:

Either party 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, Dr. Popovich shall immediately discontinue services. Dr. Popovich shall be paid the amount earned by or reimbursable to Dr. Popovich hereunder to the time specified in said notice. Dr. Popovich shall have no further claim against the City with respect thereto.

7. Entire Agreement:

This Agreement constitutes the entire agreement between City and Dr. Popovich. 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.

8. Assignment:

Dr. Popovich shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

9. 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.

10. 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.

11. 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

12. 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.

13. 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

14. 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.

15. Notice:

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

John Kelly
Business Administrator
City Hall, 280 Grove St.
Jersey City, N.J. 07302

Dr. Joseph F. Popovich
159 Palisade Avenue
Jersey City, N.J. 07306

16. 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.

17. 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 the 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 Contrac-

tor, 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 have signed this Agreement on the day and year first above written.

City of Jersey City

Joseph F. Popovich, M.D., F.A.C.S., PC

By: _____
John Kelly
Business Administrator

By: _____
Dr. Joseph F. Popovich

ATTEST:

ATTEST:

Robert Byrne
City Clerk

AGREEMENT

Agreement made this day of , 2012 by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Joseph F. Popovich, M.D., F.A.C.S., PC (Dr. Popovich), 159 Palisade Avenue, Jersey City, New Jersey 07306;

WHEREAS, the Municipal Council Committee on Parking for the Disabled (Committee) reviews all new and existing applications for restricted parking spaces for disabled persons and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

WHEREAS, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

WHEREAS, Dr. Popovich, is a licensed physician capable of providing such services.

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

1. Scope of Services:

Dr. Popovich will review medical information pertaining to applications submitted to the City for restricted parking places for disabled persons and provide advice regarding the applications to the Committee.

2. Term:

The term of this Agreement is for one (1) year effective as of December 1, 2012 and terminating on November 30, 2013.

3. Fee Schedule:

The City shall pay Dr. Popovich and Dr. Popovich agrees to accept as full payment for services provided under this Agreement a total fee of \$14,400.00. This fee shall be paid in equal monthly installments after the City receives a monthly billing statement from Dr. Popovich.

4. Indemnification:

In performing the services under this Agreement, Dr. Popovich shall operate and have the status of an agent of the City. The City shall defend and indemnify Dr. Popovich in accordance with §27-3 of the City's Municipal Code. Dr. Popovich shall be permitted to perform services for other persons and entities other than the City provided no conflict of interest exists.

5. Insurance:

If deemed necessary by the City's Risk Manager, Dr. Popovich shall deliver, within 10 days after receiving a written request from the Risk Manager, certified copies of each of the insurance policies identified below. Each certificate or certificates of such insurance shall name, as an additional insured, the City of Jersey City. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.
- b) Workers' compensation in the statutory amount of \$100,000.

6. Termination:

Either party 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, Dr. Popovich shall immediately discontinue services. Dr. Popovich shall be paid the amount earned by or reimbursable to Dr. Popovich hereunder to the time specified in said notice. Dr. Popovich shall have no further claim against the City with respect thereto.

7. Entire Agreement:

This Agreement constitutes the entire agreement between City and Dr. Popovich. 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.

8. Assignment:

Dr. Popovich shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

9. 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.

10. 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.

11. 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

12. 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.

13. 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

14. 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.

15. Notice:

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

John Kelly
Business Administrator
City Hall, 280 Grove St.
Jersey City, N.J. 07302

Dr. Joseph F. Popovich
159 Palisade Avenue
Jersey City, N.J. 07306

16. 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.

17. 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 the 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 Contrac-

tor, 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 have signed this Agreement on the day and year first above written.

City of Jersey City

Joseph F. Popovich, M.D., F.A.C.S., PC

By: _____
John Kelly
Business Administrator

By: _____
Dr. Joseph F. Popovich

ATTEST:

ATTEST:

Robert Byrne
City Clerk

AGREEMENT

Agreement made this day of , 2012 by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Joseph F. Popovich, M.D., F.A.C.S., PC (Dr. Popovich), 159 Palisade Avenue, Jersey City, New Jersey 07306;

WHEREAS, the Municipal Council Committee on Parking for the Disabled (Committee) reviews all new and existing applications for restricted parking spaces for disabled persons and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

WHEREAS, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

WHEREAS, Dr. Popovich, is a licensed physician capable of providing such services.

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

1. Scope of Services:

Dr. Popovich will review medical information pertaining to applications submitted to the City for restricted parking places for disabled persons and provide advice regarding the applications to the Committee.

2. Term:

The term of this Agreement is for one (1) year effective as of December 1, 2012 and terminating on November 30, 2013.

3. Fee Schedule:

The City shall pay Dr. Popovich and Dr. Popovich agrees to accept as full payment for services provided under this Agreement a total fee of \$14,400.00. This fee shall be paid in equal monthly installments after the City receives a monthly billing statement from Dr. Popovich.

4. Indemnification:

In performing the services under this Agreement, Dr. Popovich shall operate and have the status of an agent of the City. The City shall defend and indemnify Dr. Popovich in accordance with §27-3 of the City's Municipal Code. Dr. Popovich shall be permitted to perform services for other persons and entities other than the City provided no conflict of interest exists.

5. Insurance:

If deemed necessary by the City's Risk Manager, Dr. Popovich shall deliver, within 10 days after receiving a written request from the Risk Manager, certified copies of each of the insurance policies identified below. Each certificate or certificates of such insurance shall name, as an additional insured, the City of Jersey City. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.
- b) Workers' compensation in the statutory amount of \$100,000.

6. Termination:

Either party 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, Dr. Popovich shall immediately discontinue services. Dr. Popovich shall be paid the amount earned by or reimbursable to Dr. Popovich hereunder to the time specified in said notice. Dr. Popovich shall have no further claim against the City with respect thereto.

7. Entire Agreement:

This Agreement constitutes the entire agreement between City and Dr. Popovich. 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.

8. Assignment:

Dr. Popovich shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

9. 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.

10. 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.

11. 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

12. 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.

13. 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

14. 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.

15. Notice:

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

John Kelly
Business Administrator
City Hall, 280 Grove St.
Jersey City, N.J. 07302

Dr. Joseph F. Popovich
159 Palisade Avenue
Jersey City, N.J. 07306

16. 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.

17. 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 the 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 Contrac-

tor, 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 have signed this Agreement on the day and year first above written.

City of Jersey City

Joseph F. Popovich, M.D., F.A.C.S., PC

By: _____
John Kelly
Business Administrator

By: _____
Dr. Joseph F. Popovich

ATTEST:

ATTEST:

Robert Byrne
City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JOSEPH F. POPOVICH, M.D., P.C.
Trade Name:
Address: 159 PALISADE AVENUE
JERSEY CITY, NJ 07306-1113
Certificate Number: 1316637
Effective Date: April 09, 2007
Date of Issuance: November 30, 2012

For Office Use Only:
20121130143850947

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: <u>Joseph F. Ryan</u>	Name:
Home Address: <u>46 Westmire Rd - Closter, NJ 07018</u>	Home Address:
Name:	Name:
Home Address: <u>NA</u>	Home Address:
Name:	Name:
Home Address: <u>NA</u>	Home Address:

Subscribed and sworn before me this <u>7</u> day of <u>December</u> , 2012	_____ (Affiant)
(Notary Public) <u>Maietta</u>	<u>Lucia A. Maietta</u>
My Commission expires:	(Print name & title of affiant)
Lucia A. Maietta	(Corporate Seal)

My Commission Expires Jan. 8, 2013
Notary Public of New Jersey

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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

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
Joseph P. Papovic	96 Westbury Rd Clark, 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: Joseph P. Papovic mds / PC
 Signature of Affiant: [Signature] Title: Pres CEO
 Printed Name of Affiant: Joseph Papovic Date: 12-7-12

Subscribed and sworn before me this 7 day of December, 2012.

My Commission expires: Lucia A. Maietta
 My Commission Expires Jan. 8, 2013

[Signature]
 (Witnessed or attested by)

(Seal)

Notary Public of New Jersey

**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 Joseph F. Reganice M.D.P.C. (name of business entity) has not made any reportable contributions in the **one-year period preceding 7/20/08 (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 Joseph F. Reganice M.D.P.C. (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: Joseph F. Reganice M.D.P.C.

Signed: [Signature] Title: CEO

Print Name: Joseph F. Reganice Date: 7/20/08

Subscribed and sworn before me
this 7 day of December 2008.
My Commission expires:

[Signature]
(Affiant)

(Print name & title of affiant) (Corporate Seal)
Lucia A. Maietta

My Commission Expires Jan. 8, 2013
Notary Public of New Jersey

**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.

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Joseph Pagantel	96 Westmonte Rd	100
NA	Clark NJ	
NA	/	
NA	/	
NA		

SIGNATURE: _____

Joseph Pagantel
Joe / CEO

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY 7th December OF 20 12

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Lucia A. Maletta

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20 .

My Commission Expires Jan. 8, 2013
 Notary Public of New Jersey

Maletta

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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

City Clerk File No. Res. 12-867

Agenda No. 10.Z.6

Approved: DEC 19 2012

TITLE:



**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER
CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES
IN THE MATTER OF MONTONE V. CITY OF JERSEY CITY, ET AL.**

WHEREAS, the Municipal Council of the City of Jersey City adopted a resolution authorizing a professional services agreement with Domenick Carmagnola, Esq. to represent former Chief of Police Robert Troy and several police officers and City officials named in the complaint filed by various individuals alleging violation of their civil rights as well as a hostile work environment and gender discrimination; and

WHEREAS, the City requires the services of Dominick Carmagnola, Esq. to represent former Chief of Police Robert Troy and other municipal employees in these matters; and

WHEREAS, the plaintiffs are seeking to hold the police officers personally liable and because ethical rules governing the representation by municipal attorneys in some cases prohibit the Corporation Counsel from representing the City and individual police officers; and

WHEREAS, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retainage amount has been reached in certain cases; and

WHEREAS, Domenick Carmagnola, Esq., 60 Washington Street, Morristown, New Jersey, is an attorney-at-law in the State of New Jersey and is qualified to perform these services; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; 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 acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Play-to-Play Law); and

WHEREAS, Dominick Carmagnola, Esq. has submitted his Certification of Compliance with city's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

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

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

1. The agreement with Dominick Carmagnolo, Esq. of the law firm of Carmagnola and Ritardi is hereby reauthorized for one year, effective November 28, 2012 for a total amount not to exceed \$50,000.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 12-867

Agenda No. 10.Z.6 DEC 19 2012

TITLE:

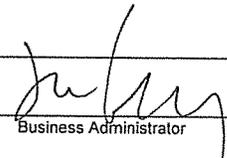
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF MONTONE V. CITY OF JERSEY CITY, ET AL.

- 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 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. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
- 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.



 Peter Soriero, Risk Manager

WM/igp
11/28/12

APPROVED: _____
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

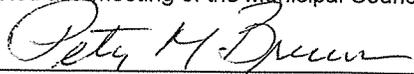
APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	ABSTAIN			BRENNAN, PRES	✓		

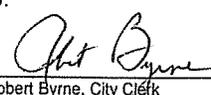
✓ Indicates Vote

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

Bill Matsikoudis, Corporation Counsel

December 4, 2012

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

Re: Professional Services Agreements with Dominick Carmagnola, Esq. in the matters of Astriab v. City of Jersey City, et al and Montone v. City of Jersey City, et al

Dear President and Council Members of the Municipal Council:

On the Agenda for the City Council's consideration is a Resolution reappointing Dominick Carmagnola, Esq. to represent former Police Chief Robert Troy in the above matters. We are renewing his contract because one year has expired and we are required to by law. Mr. Carmagnola utilized \$48,364.01 of the \$75,000 awarded to him in the Contract for the Astriab matter and we are not seeking any additional funds. Mr. Carmagnola utilized \$74,844.19 of last year's \$75,000 Contract in the Montone matter and we are seeking authorization for additional funding in the amount of \$50,000.

Both of these cases were originally filed in the United States District Court. As a result of successful summary judgement motions, the Federal claims were dismissed and the remaining claims, based upon allegations of State Law violations, were transferred to the Superior Court of New Jersey for further proceedings. In the Superior Court, successful summary judgment motions resulted in a dismissal of the remaining State Law claims.

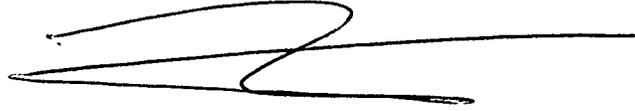
Plaintiffs are appealing the Federal Court rulings in the Third Circuit Court of Appeals where we are awaiting a decision. Plaintiffs are also appealing the State Court rulings in the Appellate Division of the Superior Court. In the State Court proceedings, briefs are being prepared for submission and eventual oral argument on the issues.

Accordingly, we are awaiting the decisions from the Appellate Courts which we

City of Jersey City
Office of the Corporation Counsel

anticipate will be issued in the first half of 2013.

Very truly yours,

A handwritten signature in black ink, consisting of a large, stylized 'W' followed by a horizontal line extending to the right.

**WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL**

WM/igp

c: John Kelly, Business Administrator
Robert Bryne, City Clerk

AGREEMENT

This **Agreement** dated the _____ day of _____, 2012 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 (“City”) and **Domenick Carmagnola, Esq. of Carmagnola & Ritardi** (“Special Counsel”).

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent former Chief of Police Robert Troy in the matter of *Montone v. City of Jersey City, et al.* **Special Counsel** shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. **Special Counsel** shall provide a brief summary of each deposition upon completion.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

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 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.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the ALaw Against Discrimination@, N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

John Kelly
Business Administrator

WITNESS:

Carmagnola & Ritardi, LLC

Domenick Carmagnola, Esq.

**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 Carmagnola & Ritardi, LLC (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 Carmagnola & Ritardi, LLC (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: Carmagnola & Ritardi, LLC

Signed _____ Title: Member

Print Name Domenick Carmagnola, Esq. Date: 11-20-12

Subscribed and sworn before me
this 26th day of Nov., 2012.
My Commission expires:


(Affiant)

(Print name & title of affiant), (Corporate Seal)

**STEVEN F. RITARDI
ATTORNEY-AT-LAW
OF THE STATE OF NEW JERSEY**

****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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08846-0252

TAXPAYER NAME:

CARMAGNOLA & RITARDI, L.L.C.

TRADE NAME:

ADDRESS:

**60 WASHINGTON STREET
MORRISTOWN NJ 07960**

SEQUENCE NUMBER:

1162631

EFFECTIVE DATE:

ISSUANCE DATE:

06/17/05

10/05/05

J.P. & Tully
Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

FORM-BRC(08-01)

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

City Clerk File No. Res: 12-868

Agenda No. 10.Z.7

Approved: DEC 19 2012

TITLE:



**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER
CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES
IN THE MATTER OF ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

WHEREAS, the Municipal Council of the City of Jersey City adopted a resolution authorizing a professional services agreement with Domenick Carmagnola, Esq. to represent former Chief of Police Robert Troy and several police officers and city officials named in complaints filed by various individuals alleging violation of their civil rights as well as a hostile work environment and gender discrimination; and

WHEREAS, the City requires the services of Dominick Carmagnola, Esq. to represent former Chief of Police Robert Troy and other municipal employees in these matters; and

WHEREAS, plaintiffs are seeking to hold the police officers personally liable and because ethical rules governing the representation by municipal attorneys in some cases prohibit the Corporation Counsel from representing the City and individual police officers; and

WHEREAS, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retainage amount has been reached in certain cases; and

WHEREAS, Domenick Carmagnola, Esq., 60 Washington Street, Morristown, New Jersey, is an attorney-at-law in the State of New Jersey and is qualified to perform these services; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; 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 acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Play-to-Play Law); and

WHEREAS, Dominick Carmagnola, Esq. has submitted his Certification of Compliance with city's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the agreement with Dominick Carmagnola of the law firm of Carmagnola and Ritardi needs to be renewed because one year has lapsed; and

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

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

1. The agreement with Dominick Carmagnola of the law firm of Carmagnola and Ritardi is hereby reauthorized for one year, effective November 28, 2012 for a total amount of the remaining balance from the previous contract in the amount of \$25,636.00.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

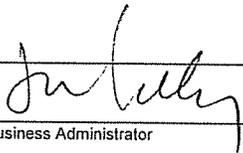
**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
 WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER
 CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES
 IN THE MATTER OF ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

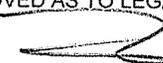
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et. seq.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
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.



 Peter Soriero, Risk Manager

WM/igp
 11/28/12

APPROVED: _____

 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM


 Corporation Counsel

Certification Required

Not Required

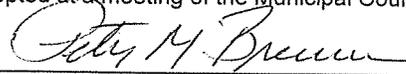
APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	ABSTAIN			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

Bill Matsikoudis, Corporation Counsel

December 4, 2012

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

**Re: Professional Services Agreements with Dominick Carmagnola, Esq. in the
matters of Astriab v. City of Jersey City, et al and Montone v. City of Jersey
City, et al**

Dear President and Council Members of the Municipal Council:

On the Agenda for the City Council's consideration is a Resolution reappointing Dominick Carmagnola, Esq. to represent former Police Chief Robert Troy in the above matters. We are renewing his contract because one year has expired and we are required to by law. Mr. Carmagnola utilized \$48,364.01 of the \$75,000 awarded to him in the Contract for the Astriab matter and we are not seeking any additional funds. Mr. Carmagnola utilized \$74,844.19 of last year's \$75,000 Contract in the Montone matter and we are seeking authorization for additional funding in the amount of \$50,000.

Both of these cases were originally filed in the United States District Court. As a result of successful summary judgement motions, the Federal claims were dismissed and the remaining claims, based upon allegations of State Law violations, were transferred to the Superior Court of New Jersey for further proceedings. In the Superior Court, successful summary judgment motions resulted in a dismissal of the remaining State Law claims.

Plaintiffs are appealing the Federal Court rulings in the Third Circuit Court of Appeals where we are awaiting a decision. Plaintiffs are also appealing the State Court rulings in the Appellate Division of the Superior Court. In the State Court proceedings, briefs are being prepared for submission and eventual oral argument on the issues.

Accordingly, we are awaiting the decisions from the Appellate Courts which we

City of Jersey City
Office of the Corporation Counsel

anticipate will be issued in the first half of 2013.

Very truly yours,

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a cursive name.

**WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL**

WM/igp

c: John Kelly, Business Administrator
Robert Bryne, City Clerk

AGREEMENT

This **Agreement** dated the _____ day of _____, 2012 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Domenick Carmagnola, Esq. of Carmagnola & Ritardi** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent former Chief of Police Robert Troy in the matter of *John Astriab v. City of Jersey City, et al.* **Special Counsel** shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. **Special Counsel** shall provide a brief summary of each deposition upon completion.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$25,2636.00.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

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 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.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, 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 contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

John Kelly
Business Administrator

WITNESS:

Carmagnola & Ritardi, LLC

Domenick Carmagnola, Esq.

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@jenj.org

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 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.

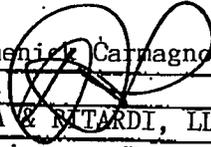
Representative's Name/Title Print): Domenick Carnagnola, Esq.
Representative's Signature: 
Name of Company: CARMAGNOLA & RTARDI, LLC
Tel. No.: 973-267-4445 Date: November 20, 2012

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)

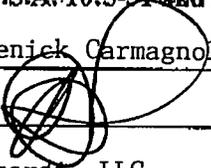
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish 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): Domenick Carmagnola, Member

Representative's Signature: 

Name of Company: Carmagnola & Ritardi, LLC

Tel. No.: 973-267-4445 Date: November 20, 2012

**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 : Carmagnola & Ritardi, LLC
Address : 60 Washington St., Morristown, NJ 07960
Telephone No. : 973-267-4445
Contact Name : Domenick Carmagnola, Member

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 Carmagnola & Ritardi, LLC (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 Carmagnola & Ritardi, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

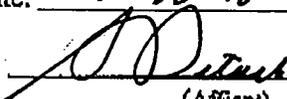
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Carmagnola & Ritardi, LLC

Signed _____ Title: Member

Print Name Domenick Carmagnola, Esq. Date: 11-20-12

Subscribed and sworn before me
this 20th day of Nov., 2012.
My Commission expires:


(Affiant)

(Print name & title of affiant). (Corporate Seal)

**STEVEN F. RITARDI
ATTORNEY-AT-LAW
OF THE STATE OF NEW JERSEY**

****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

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CARMAGNOLA & RITARDI, L.L.C.

TRADE NAME:

ADDRESS:

**60 WASHINGTON STREET
MORRISTOWN NJ 07960**

SEQUENCE NUMBER:

1162631

ISSUANCE DATE:

10/05/05

06/17/05

J.P. S. Tully
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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

City Clerk File No. Res. 12-869

Agenda No. 10.Z.8

Approved: DEC 19 2012

TITLE:



RESOLUTION AWARDING A CONTRACT TO GARDEN STATE OFFICE SYSTEMS & EQUIPMENT, INC., FOR THE DELIVERY AND INSTALLATION OF A LEKTRIEVER FILING SYSTEM FOR THE DEPARTMENT OF ADMINISTRATION/MUNICIPAL COURT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Administration/Municipal Court is in need of a Lektriever Filing System; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) solicited a quote from Garden State Office Systems and Equipment Inc., 560 Stelton Road, Piscataway NJ 08854 in the total amount of **Twenty Nine Thousand, Nine Hundred Thirteen (\$29,913.58) Dollars and Fifty Eight Cents**; and

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

WHEREAS, the City of Jersey City (City), is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that contractor has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit contractor from making any reportable contributions during the term of the contract; and

WHEREAS, contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Garden State Office Systems & Equipment Inc 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 \$29,913.58 are available in the Department of Administrations, Municipal Court **POAA Account**; and

Account	PO #	Total Contract
17-291-56-000-000	108167	\$29,913.58

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 contract, in substantially the form of the attached, with Garden State Office Systems and Equipment Inc., to Deliver and Install a Lektriever Filing System for a total contract amount not to exceed \$29,913.58;

(Continued on page 2)

TITLE:

RESOLUTION AWARDING A CONTRACT TO GARDEN STATE OFFICE SYSTEMS & EQUIPMENT, INC., FOR THE DELIVERY AND INSTALLATION OF A LEKTRIEVER FILING SYSTEM FOR THE DEPARTMENT OF ADMINISTRATION/MUNICIPAL COURT

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$29,913.58 are available in the **Department of Administrations, Municipal Court POAA Account** for payment of this resolution.

Account	PO #	Total Contract
17-291-56-000-000	108167	\$29,913.58

Peter Folgado,
Director of Purchasing, QPA,RPPO

Donna Mauer,
Chief Financial Officer

PF/pv
11/20/12

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

DETERMINATION OF VALUE CERTIFICATION

I, John Kelly, of full age, hereby certify the following:

1. I am the Director of the Department of Administration
2. The City needs a Lektriever Filing System for the Municipal Court .
3. The City informally solicited a quotation for these services.
4. The administration's recommendation is to award a contract to Garden State Office & Equipment Inc.
5. The cost of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

John Kelly, Business Administrator
Department of Administration



CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER 108167
<small>THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.</small>

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # 0159960
BUYER P2PRESO

DATE	VENDOR NO.
11/15/2012	GA223106

VENDOR INFORMATION

GARDEN STATE OFFICE SYSTEM & EQUIPMENT, INC
560 STELTON ROAD
PISCATAWAY NJ 08854

DELIVER TO

MUNICIPAL COURT
DIRECTOR'S OFFICE - 2ND FL.
365 SUMMIT AVE.
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
110.00	EA	DRAWER DIVIDERS QUOTED PRICE INCLUDES: INSIDE DELIVERY & INSTALLATION. QUOTE #04-102312-01 BY ROGER W. FROST NJ STATE CONTRACT #: T-0200 - A75246 RESO # _____ DD _____	17-291-56-000-000	5.5000	605.00
1.00	EA	LEKTRIEVER EQUIPMENT SORTER - CATALOG REF NO.: LK10211-16	17-291-56-000-000	14,997.6000	14,997.60
1.00	EA	MOVABLE SORTING POSTING BOARD - CATALOG REF NO.: PB-MV102	17-291-56-000-000	1,873.6400	1,873.64
1.00	EA	DOOR FOR POSTING BOARD. - CATALOG REF NO.: DR-MVSTD-102	17-291-56-000-000	414.7800	414.78
16.00	EA	LEGAL SORTING CARRIERS, TRAYS OR ROLLOUT CATALOG REF NO.: CR-LGTR-102	17-291-56-000-000	385.1100	6,161.76

TAX EXEMPTION NO. 22-6002013

PO Total .Continued >>>

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER 108167
<small>THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.</small>

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0159960**
 BUYER **P2PRESO**

DATE	VENDOR NO.
11/15/2012	GA223106

VENDOR INFORMATION

GARDEN STATE OFFICE SYSTEM & EQUIPMENT, INC
560 STELTON ROAD
PISCATAWAY NJ 08854

DELIVER TO

MUNICIPAL COURT
DIRECTOR'S OFFICE - 2ND FL.
365 SUMMIT AVE.
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
80.00	EA	LEGAL SORTING TRAYS CATALOG REF NO.: TR-LG	17-291-56-000-000	73.2600	5,860.80

TAX EXEMPTION NO. **22-6002013**

PO Total 29,913.58

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS

SUPERIOR COURT OF NEW JERSEY

HUDSON VICINAGE

GLORIA OUDINE
MUNICIPAL DIVISION MANAGER



Hudson County Administration Building
595 Newark Avenue - Room 406
Jersey City, New Jersey 07306
(201) 795-6108

October 25, 2012

Maria Pagan, Court Director
Jersey City Municipal Court
365 Summit Avenue
Jersey City, NJ 07306

Dear Ms. Pagan:

Your October 24, 2012 request for approval to use POAA Funds in the amount of \$ 30,000.00 has been reviewed and approved by the Assignment Judge.

Sincerely,

Gloria Oudine
Municipal Division Manager

GO/ld
enclosure

RECEIVED

OCT 24 2012

Form 4B - Request for the Expenditure of DWI c. 531 or POAA Funds Non-Applicable

Section I MUNICIPAL DIVISION

Municipal Court of Jersey City Court Code: 0906

Request: DWI POAA Annual Request Single Use
(check one) (check one)

Complete the appropriate section for court's request. Use a separate form for each fund.

Section II

A. Additional Personnel	FT/PT	Salary	Duration Needed	Duties

B. Special Court Sessions Overtime Date and Time of Court Session / Overtime Event

Name	Regular Salary	Type	Est. / Actual Amt
Judge			
Prosecutor			
Staff			
Staff			
Interpreter			
Other			

C. Tickets Equipment Forms Other

Estimated Cost \$ 30,000.00 Portion to Be Paid From Special Funds \$ 30,000.00

Please explain in detail and attach estimate / quote
The Municipal Court of Jersey City is requesting to utilize POAA funds to purchase a file lektreiver and related equipment. Please see attached quote.

Section III

Requested By: Judge Director Administrator

Print Name: Maria A. Pagan Signature: M. J. Pagan Date: 10/24/12

Section IV For Vicinage Use Only

Recommend Approve Deny

Conditions: [Signature] Municipal Division Manager Date: 10/24/12

Final Decision: [Signature] Approve Deny Date: 10/24/12

Assignment Judge Signature: [Signature] Date: 10/24/12

Visitation Review: _____ Visitation Date: _____ Use Verified: _____



JERSEY CITY MUNICIPAL COURT
365 Summit Avenue
Jersey City, New Jersey 07306
(201) 209-6700

Request for Expenditures of POAA Funds

October 24, 2012

Dear Honorable Peter Bariso, AJSC

The Municipal Court of Jersey City is requesting approval to expend funds in the amount of \$ 29,913.58 from the Municipal Court POAA Fund.

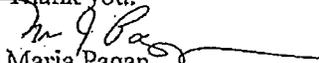
The current balance in the POAA Fund as it appears in the City's financial system is \$1,968,298.22

Description and Justification

Court Management would like to have installed a lektrierer filing system located on the first floor with the hope of better accessing Court records. The Court originally submitted a request to utilize \$30,000.00 in POAA funds back in November of 2011. Said request was approved by Judge Gallipoli, however, was not utilized due to the clearance needed by Architecture/Engineering. The Court finally received clearance and would like to proceed in having the filing system installed. Therefore, please cancel the original request approved by Judge Gallipoli on November 18, 2011, since it was made the prior calendar year (attached) and refer to the revised proposal. The attached price quotation from Garden State Office Systems & Equipment includes a proposal for a space saving solution file lektrierer. This quotation also includes the cost of related equipment.

Should you have any questions or require additional information, please don't hesitate in contacting me at 201-209-6742.

Thank you.


Maria Pagan

Court Director

cc.: Wendy Razzoli, Assistant Court Director
Beverly Ross, Fiscal Analyst

PRICE QUOTATION

Quote # 04-102312-01

Garden State Office Systems & Equipment is a Category 2 Approved Small Business

PAGE 1 of 1



**SPACE
SAVING
SOLUTIONS**

For your needs, we have no reason to recommend anything but the best possible filing and storage system - WE HAVE THEM ALL

TO: **JERSEY CITY MUNICIPAL COURT**
365 Summit Avenue
Jersey City, NJ 07306

Date: **October 23, 2012**
Terms: 1/3 Down with Purchase Order
1/3 Down Upon Product Shipment
1/3 Upon Completion of Installation

We propose to furnish the material specified below at the prices quoted and under the conditions stated below and on the reverse side hereof.

Required by: **Maria Pagan** PaganM@jcnj.org

Dept. FAX: **201-459-0187**

State Contract LINE #	QUANTITY	CATALOG NO.	DESCRIPTION	UNIT	PER	PRICE
N.J. State Contract #A75246						
Complies with Evaluation 2 by BPM Engineering, Scott W. McConnell.						
MAILROOM EQUIPMENT FOR VIOLATIONS						
	1		Equipped with HAND CRANK ASSEMBLY - Essential in case of a power failure that halts Court matters.			No Charge
8164	1	LK10211-16	LEKTRIEVER EQUIPMENT SORTER Lektriever Floor Dimensions: 4' x 8'-6" Must <u>not</u> exceed 5' - 4' machine and 1' extended posting board by 8'-7". Lektriever Ceiling Height: 8'-11-1/2" Must <u>not</u> exceed 9'	\$14,997.60	Ea.	\$14,997.60
8185	1	PB-MV102	MOVABLE SORTING POSTING BOARD for (2) LEKTRIEVERS	1,873.64	Ea.	1,873.64
8176	1	DR-MVSTD-102	DOOR for Posting Board	414.78	Ea.	414.78
8182	16	CR-LGTR-102	LEGAL SORTING CARRIERS, Trays or Rollout	385.11	Ea.	6,161.76
8172	80	TR-LG	LEGAL SORTING TRAYS	73.26	Ea.	5,860.80
STATE CONTRACT TOTAL:						\$29,308.58
	110	Open Market	DRAWER DIVIDERS	5.50	Ea.	605.00
TOTAL:						\$29,913.58
<u>Price Includes: INSIDE DELIVERY & INSTALLATION</u>						
Note: All Files will be stored in the File Room.						

F.O.B. FACTORY

Subject to our credit department approval, this quotation is made for immediate acceptance and is subject to change without notice. If based on specially printed forms, it presupposes your acceptance of overruns or underruns not exceeding 10% of quantity ordered. Deliveries are subject to delays from fire, strikes, other causes beyond our control. We reserve the right to correct clerical errors. Orders resulting from this quotation are subject to the conditions printed on the reverse side of this sheet.

This quotation is being submitted in duplicate for your convenience. To order the items listed, merely sign and return one copy signifying your acceptance.

Quotations which include Inside Delivery also include storage for up to 30 days at a local warehouse. Charges for storage beyond 30 days will be prepaid and added to the final invoice.

GARDEN STATE OFFICE SYSTEMS & EQUIPMENT

By: **ROGER W. FROST, Government Accounts**

Accepted by: _____

Email: rfrost@qsos-solutions.com
Office: 560 Stelton Road, Piscataway, NJ 08854
Telephone: (732) 968-9200 X19 • Fax (732) 968-4822
www.qsos-solutions.com

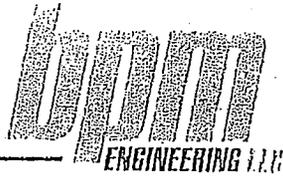
Date _____

CONDITIONS OF CONTRACT

- (1) It is agreed by the purchaser that this contract, when accepted by the seller is not subject to cancellation or to any verbal agreement or condition not stipulated in writing on it, and that
- (2) Title to the goods described on the face hereof shall not pass until the purchase price is paid in full and purchaser hereby grants a security interest in said goods to secure payment and performance to seller. It is mutually agreed that the billing of such goods is for convenience only; and does not carry title with it, and that
- (3) In case of default of payment, or in case of removal of said goods or any part thereof without the consent of the seller, or in the event the purchaser shall mortgage or part with the possession of said property, voluntarily or involuntarily, without the consent of the seller, the latter shall have the right to resume immediate possession of same wherever it may be found, and remove it with or without process of law, and may declare this agreement terminated and may retain all money paid hereunder as liquidated damages and rental for said goods. In the event a claim is placed in an attorney's hands for collection or in the event of litigation, a reasonable attorney's fee and cost shall be added thereto, and that
- (4) In the event that sale, use or rental of the merchandise herein is subject to any Federal, State, Municipal or other tax, now or hereafter enacted, the amount of any such tax shall be added to the purchase or rental price.
- (5) The size and weight of equipment requires careful assessment of the space and floor load capabilities and local building code requirements by the end-user or customer for the location where Equipment is to be installed. It is the end-user's or customer's sole responsibility to determine if surveys of the installation location need to be performed to meet the load capabilities and/or building codes.
- (6) The seller shall not be liable for any delay in shipment or for failure to deliver the goods covered hereunder because of fire, strikes, war or other emergency, whether national or state, or due to controls, laws or regulations issued by any Nation or State, or any political sub-division thereof, or other causes beyond its control. IN NO EVENT SHALL THE SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, FUNCTIONING OR CUSTOMER'S USE OF THE GOODS.
- (7) All claims for shortage must be made within five (5) days from receipt of goods.
- (8) RENTAL AGREEMENT (applicable if this order covers rental of equipment only.) I, (we) agree to rent the said machine(s) for the period specified on the face hereof, if said machine(s) is (are) not returned to seller at the expiration of such stipulated period, I, (we) agree that the rental shall continue, on the same terms and conditions until said machine(s) has (have) been returned to the seller and I, (we) further agree to pay promptly any rental accruing for such additional rental period, I (we) also agree to be responsible for the machine(s) covered by this order and to indemnify the seller for the loss, damage or destruction of said machine(s) due to any cause whatsoever.
- (9) Any Equipment sold hereunder is warranted to be in satisfactory operating condition when delivered. Should any part prove defective in material or workmanship during the warranty period, replacement of same will be made without charge. Mechanical adjustments will be provided without charge during the warranty period. Buyer shall permit full and free access to perform these services when equipment is not portable; otherwise, Buyer shall at its expense return equipment for service. This warranty does not include replacement of parts due to misuse, neglect, damage, burned-out motors or fuses.

THE FOREGOING WARRANTY AND LIMITATIONS ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.
- (10) To the extent any other written agreement between the parties specifically covering the sale of goods or rental of equipment is inconsistent herewith; such other written agreement shall take precedence over these standard conditions.
- (11) The laws of the State of New Jersey shall apply.

L. K. Yaver



Municipal Engineers, Planners & Surveyors

Metro Park South • 100 Matawan Road • Suite 100 • Matawan, New Jersey 07747

Robert W. Bucco, Jr., PE, CMAA, CPWMA
Gregory Ploussas, PE, PP, CMAA
Michael Puccl, PE, PP
Thomas T. McGrath, PE

p. 732.696.8288
f. 732.566.5283

www.bpmengineeringllc.com

August 14, 2012

City of Jersey City
Department of Public Works
Division of Architecture
575 Route 440
Jersey City, NJ 07305

Attn: Mr. Brian F. Weller, L.L.A.
Director

Reference: Jersey City Municipal Court – Floor Assessment
Proposed File Storage Systems
Jersey City, NJ
BPM Project No: JC002-50
Jersey City Project No: 2012-006

Dear Mr. Weller:

Pursuant to our proposal, we have performed a limited evaluation of the floor framing at the Jersey City Municipal Court Building to determine if the floors are structurally adequate to support proposed file storage systems. It is our understanding that file storage systems are being proposed in Rooms 116 and 117 on the first floor and within Conference Room 225 at the second floor.

Our analysis was performed based on the as-built Structural Drawings S-2 and S-3 prepared by CEC, Inc. and dated Rev. 3, 12-17-99. The existing floor construction consists of wide flange structural steel framing with 4-1/2" normal weight concrete slabs over 2" composite metal floor deck. The steel beams are noted as having a yield strength of 36 ksi based on the existing drawings. The portions of the building in question are being used as municipal office space and consequently should be capable of supporting a minimum uniform live load of 50 pounds per square foot (PSF) except at the corridors where the design live load is 80 PSF. An overall dead load of 63 PSF was considered in our analysis, accounting for the self weight of the slab, framing, ceilings, mechanical, electrical, plumbing and sprinkler systems.

To analyze the floors, we modeled the framing systems using Ramsteel structural framing software. Once the framing was modeled, we considered the following two loading scenarios based on our discussions with Jersey City Municipal Court staff:

1. The use of conventional file storage racks around the perimeter of the rooms plus the installation

of the Times-2 Ticket Insert File system within the center portion of Scofflaw Room 116. For this analysis, we used an overall floor loading of 120 pounds per square foot for a 2 foot wide zone around the perimeter of each room. A 4'x10' area was also subjected to this load within Room 116 to account for the Times 2 file system.

2. We also analyzed the floor framing to account for the possibility of installing Lektriever Series 2000 high density file storage units in each of the rooms. Based on conversations with George DePalma from Garden State Office Systems & Equipment, the Lektriever system comes in modules that are roughly 4' in width by 8'-6" in length. Each Lektriever module has a fully loaded weight of approximately 6,533 pounds. Conservatively, this equates to approximately 200 PSF distributed over the footprint of the unit. In actuality, the Lektriever units are typically leveled with shims at each of the four corners, subjecting the slab to point loading at these locations. Based on the physical size of the storage units and the module dimensions furnished by Garden State Office Systems, we roughly located where the units could be placed in each of the proposed file storage rooms. We believe that a total of 9 Lektriever modules could be placed as follows: 2 units within Office Room 117, 3 modules within ScoffLaw Room 116, and a total of 4 modules within Conference Room 225.

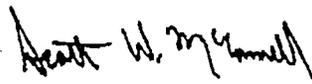
We have attached schematic layouts of the rooms showing the approximate location of the file storage systems considered in our analyses.

Based on our calculations and in accordance with the loading requirements of the 2009 International Building Code, NJ Edition, the existing floor framing is adequate to support the weight of either file storage system without the need for any strengthening. As previously indicated, we considered an office live load of 50 PSF in those areas not occupied by the file storage system. We also accounted for a 15 PSF partition load based on the requirements of the building code. Live load reductions were taken in accordance with the provisions of the building code. If the Lektriever System is used, we recommend that the concentrated loading at the corners be distributed over a minimum area of 8"x8". This is especially true given that the existing slab system is relatively thin with only 2-1/2" of concrete cover over the flutes of the composite metal deck.

We appreciate the opportunity to assist you with this evaluation. If you have any questions regarding our analysis or findings, please feel free to contact our office.

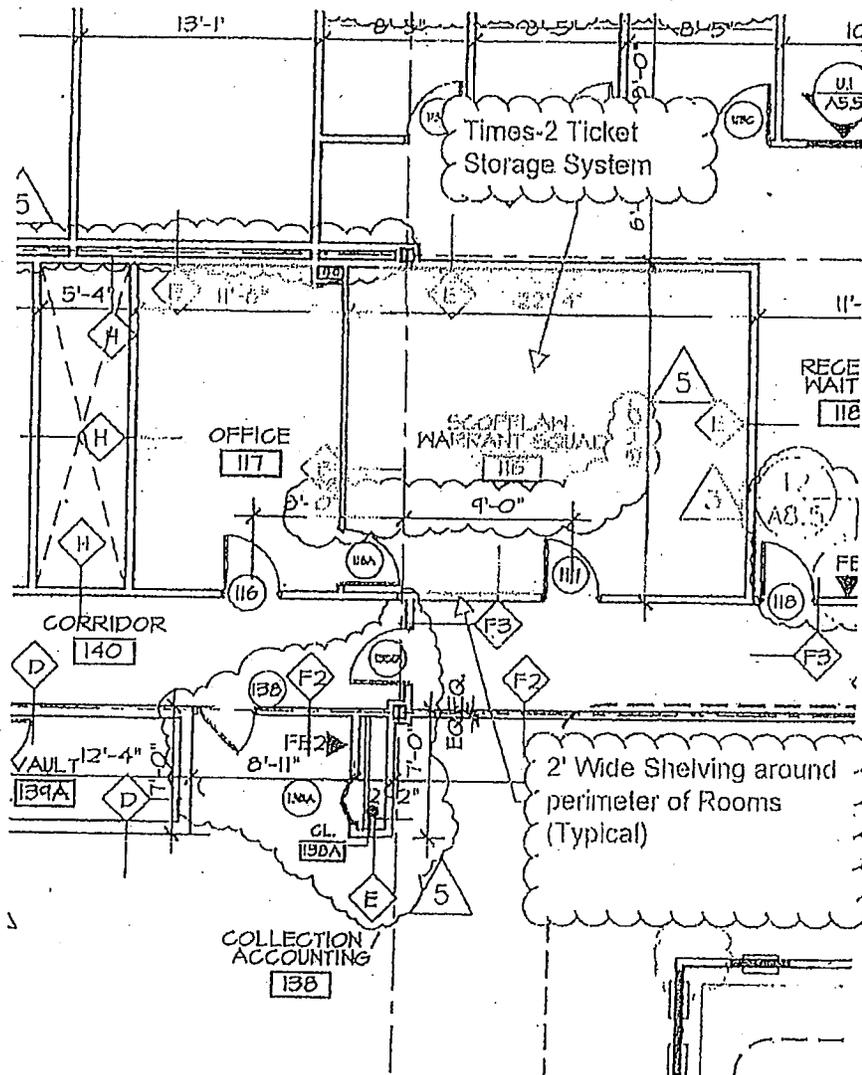
Sincerely,

BPM Engineering, LLC



Scott W. McConnell, P.E., LEED AP
Principal Engineer
NJ Prof. Eng. Lic. No. 40281

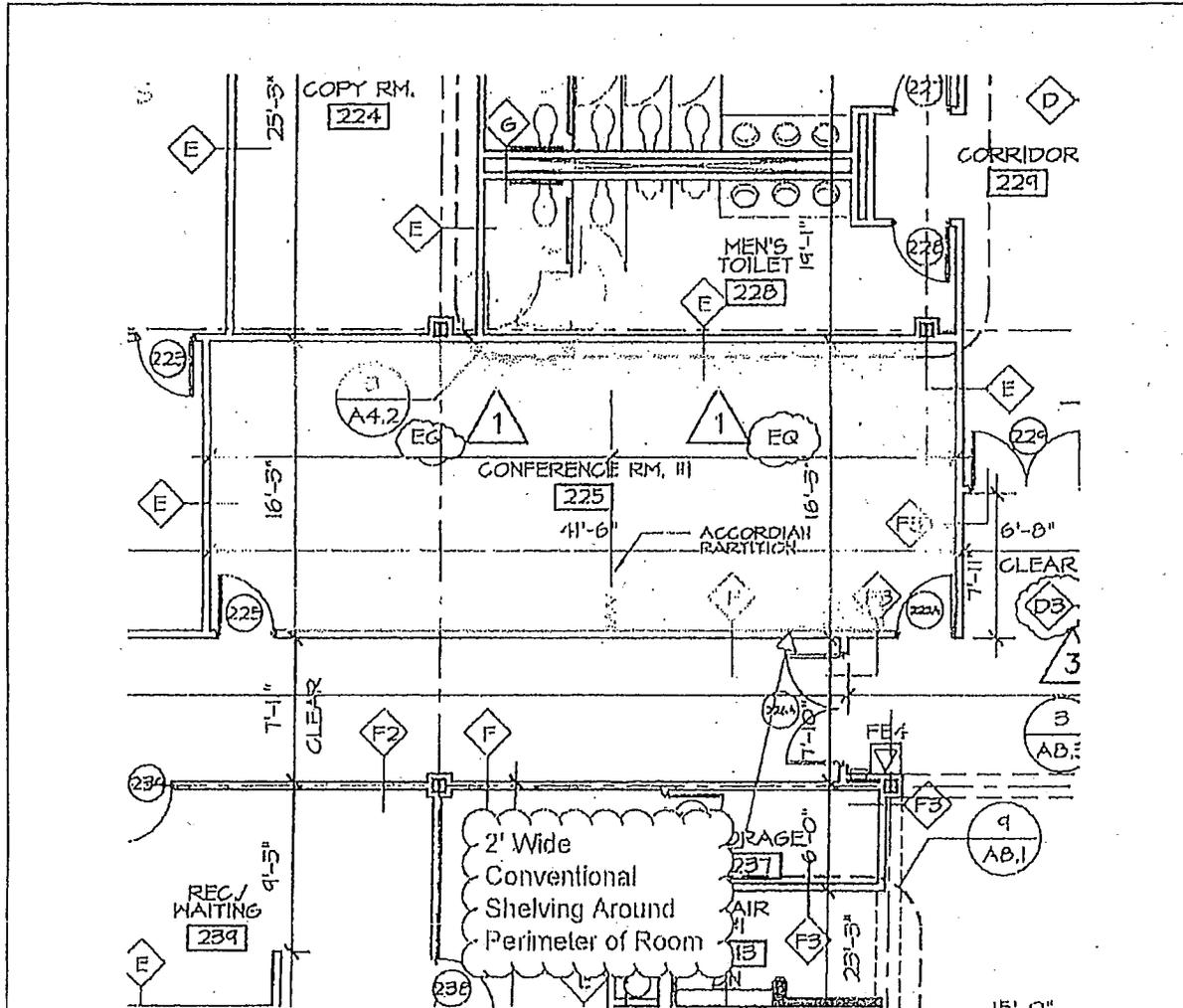
Cc: Schematic Layouts of File Systems



Option 1 – Typical Shelving at First Floor

Note: Shelving loading is limited to 120 pounds per square foot at shaded areas.

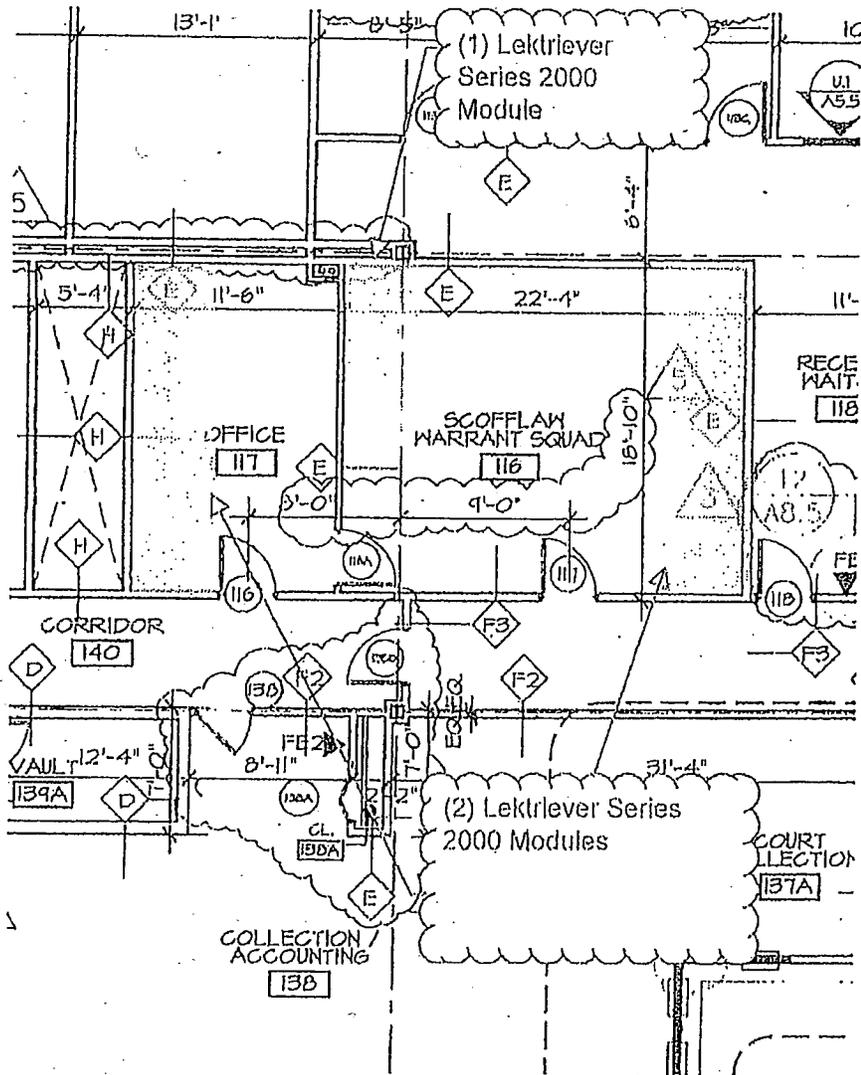
Client: Jersey City Municipal Court BPM Project # JC002-50		Jersey City Municipal Court Floor Evaluation for File Storage				
BPM Engineering LLC 100 Matawan Road, Suite 100 Matawan, NJ 07747		PLOT SCALE	DATE	DRAWN BY	DES. BY	SKETCH NO.
		NONE	08/14/12	SWM	SWM	SK-1A



Option 1 – Typical Shelving at Second Floor

Note: Shelving loading is limited to 120 pounds per square foot at shaded areas.

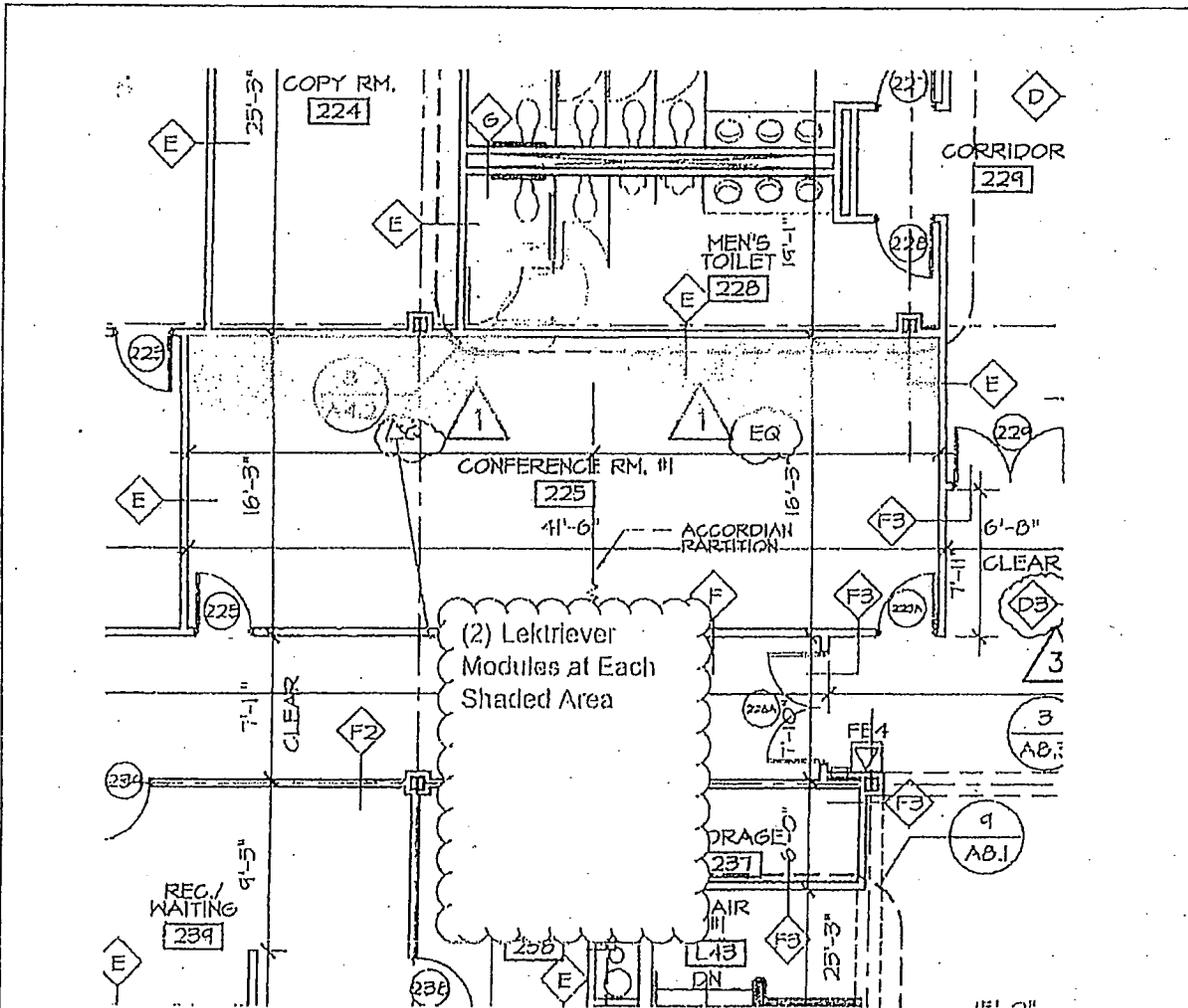
Client: Jersey City Municipal Court BPM Project # JC002-50		Jersey City Municipal Court Floor Evaluation for File Storage				
BPM Engineering LLC 100 Matawan Road, Suite 100 Matawan, NJ 07747		PLOT SCALE	DATE	DRAWN BY	DES. BY	SKETCH NO:
		NONE	08/14/12	SWM	SWM	SK-1B



Option 2 - Lektrievers at First Floor

Note: Lektriever loads are based on 4' x 8'-6" Modules with a maximum weight of 6,533 pounds each.

Client: Jersey City Municipal Court BPM Project # JC002-50		Jersey City Municipal Court Floor Evaluation for File Storage				
BPM Engineering LLC 100 Matawan Road, Suite 100 Matawan, NJ 07747		<u>PLOT SCALE</u>	<u>DATE</u>	<u>DRAWN BY</u>	<u>DES. BY</u>	<u>SKETCH NO.</u>
		NONE	08/14/12	SWM	SWM	SK-2A



Option 2 – Lektrievers at Second Floor

Note: Each Lektriever Module measures approximately 4' x 8'-6" and has a loaded weight of 6,533 pounds.

Client: Jersey City Municipal Court BPM Project # JC002-50		Jersey City Municipal Court Floor Evaluation for File Storage				
BPM Engineering LLC 100 Matawan Road, Suite 100 Matawan, NJ 07747		PLOT SCALE	DATE	DRAWN BY	DES. BY	SKETCH NO.
		NONE	08/14/12	SWM	SWM	SK-2B

**Notice of Award
Term Contract(s)**

**T-0200
MAILROOM EQUIPMENT AND MAINTENANCE
VARIOUS STATE AGENCIES**

Vendor Information
By Vendor
RFP Documents
Email to FRED TUCKER

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [At A Glance Revised 9/2/2011](#) Excel Document (2 mb)
- [At A Glance Revised 11/1/2011](#) Excel Document (2 mb)
- [At A Glance Pitney Bowes Revised 6/8/12](#) Excel Document (1 mb)
- [At A Glance Neopost USA Revised 06/01/12](#) Excel Document (396 kb)
- [State Contract Manager](#) Adobe PDF (67 kb)
- [At a Glance Link](#)
- [Amendment #1 - Product Addition](#) Adobe PDF (13 kb)
- [Amendment #2 - Product Addition](#) Adobe PDF (15 kb)
- [Amendment #3 - Product Addition](#) Adobe PDF (14 kb)
- [Amendment #4 - Product Addition](#) Adobe PDF (13 kb)
- [Amendment #5 - Product Addition](#) Adobe PDF (13 kb)
- [Amendment #6 - Contract Extension #1 to 9/30/2013](#) Adobe PDF (15 kb)
- [Amendment #7 - Price List Update\(s\)](#) Adobe PDF (566 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-0200
Contract #:	VARIOUS
Contract Period:	FROM: 10/01/09 TO: 09/30/13
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	20783
Bid Open Date:	06/19/09
CID #:	1037225
Commodity Code:	939-52
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts; State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
 B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq, and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:		
FRED TUCKER	PROCUREMENT SPECIALIST	609-292-5389
	PUB DATE:	09/28/12

Vendor Name & Address:	GARDEN STATE OFFICE SYSTEMS & EQUIPMENT 560 STELTON ROAD PISCATAWAY, NJ 08854
Contact Person:	GEORGE DEPALMA
Contact Phone:	732-968-9200
Order Fax:	732-968-4822
Contract#:	75246
Expiration Date:	09/30/13
Terms:	NONE
Delivery:	45 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Vendor: GARDEN STATE OFFICE SYSTEMS & EQUIPMENT		Contract Number: 75246			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 939-52-077484 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: MAILROOM EQUIPMENT (PURCHASE ONLY) PRICES LISTED IN AT-A-GLANCE SPREADSHEET	1.000	EACH	NET	N/A
00002	COMM CODE: 939-52-077484 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: MAILROOM EQUIPMENT ACCESSORIES PRICES LISTED IN AT-A-GLANCE SPREADSHEET	1.000	EACH	NET	N/A
00003	COMM CODE: 939-52-077484 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: MAILROOM EQUIPMENT CONSUMABLE SUPPLIES PRICES LISTED IN AT-A-GLANCE SPREADSHEET	1.000	EACH	NET	N/A
00004	COMM CODE: 939-52-058781 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: EQUIPMENT MAINTENANCE CONTRACTS CONTRACTS FOR 12 MONTH PERIOD ALL CONTRACTS INCLUDE THE FOLLOWING: LABOR, PREVENTATIVE MAINTENANCE & TRAVEL PRICES LISTED IN AT-A-GLANCE SPREADSHEET	1.000	EACH	NET	N/A
00005	COMM CODE: 939-52-058780 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: MAINTENANCE - PER-CALL - HOURLY RATE PER-CALL MAINTENANCE INCLUDING ALL LABOR (LIST PRICES IN EXHIBIT #1 SPREADSHEET)	1.000	HOURLY	NET	N/A
00006	COMM CODE: 939-52-058781 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: TRAVEL CHARGE - FLAT RATE PER VISIT TOTAL TRAVEL CHARGE PER VISIT TO AGENCY PRICES LISTED IN AT-A-GLANCE SPREADSHEET	1.000	TRIP	NET	N/A
00007	COMM CODE: 939-52-058781 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: EQUIPMENT PURCHASE(NOT LISTED ELSEWHERE) CATAGORY OF EQUIP _____ MFG/BRAND _____	1.000	EACH	NET	N/A

	LINE NAME _____ DISCOUNT % OFF LIST _____ ALL PRICE LINES MAY BE DUPLICATED AND USED MORE THAN ONE TIME (LIST PRICE IN EXHIBIT #1 SPREADSHEET)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 985-54-077483 [RENTAL OR LEASE SERVICES OF OFFICE,...] ITEM DESCRIPTION: MAILING EQUIPMENT (POSTAGE METER RENTAL) (LINE ONLY FOR METER RENTALS) PRICES LISTED IN AT-A-GLANCE SPREADSHEET	1.000	MONTH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 939-52-077484 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: MAILROOM EQUIPMENT - REPAIR PARTS (AFTER 1ST YEAR - REPAIR PARTS LISTING) CATALOG / PARTS LIST _____	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 939-52-077484 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: MAILROOM EQUIPMENT (TRADE IN ONLY) NOTE THIS MUST BE A NEGATIVE NUMBER DELIVERY: 45 DAYS ARO	1.000	EACH	NET	N/A

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)

**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 Garden State Office Systems & Equipment, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding November 19, 2012 (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 Garden State Office Systems & Equipment, Inc. (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: GARDEN STATE OFFICE SYSTEMS & EQUIPMENT, INC.

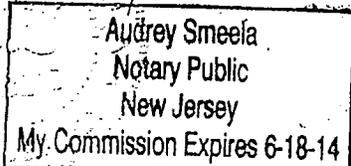
Signed: [Signature] Title: President

Print Name: George I. DePalma Date: November 16, 2012

Subscribed and sworn before me
this 16th day of November, 2012.

My Commission expires: 6/18/2014

[Signature]
(Affiant)
George I. DePalma, President
(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.

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).

Friends of Peter Brennan-Election Fund	Gaughan Election Fund
Committee to Elect Willie Flood	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sotolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

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
George I. DePalma	134 Pine Needle Street, Howell, NJ 07731
George D'Aloia	398 Westgate Drive, Edison, NJ 08820

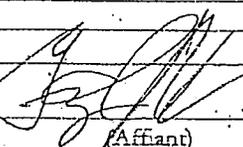
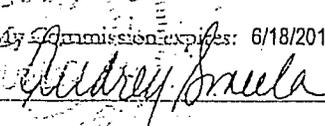
Part 3 – Signature and Attestation:

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: GARDEN STATE OFFICE SYSTEMS & EQUIPMENT, INC.

Signed: _____ Title: President

Print Name: George I. DePalma Date: November 16, 2012

Subscribed and sworn before me this 16th day of November 2012	 (Affiant) George I. DePalma, President (Print name & title of affiant) (Corporate Seal)
My Commission Expires: 6/18/2014  Audrey Smeela Notary Public New Jersey My Commission Expires 6-18-14	

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/lfnis/lfnmenu.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. 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.**

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."

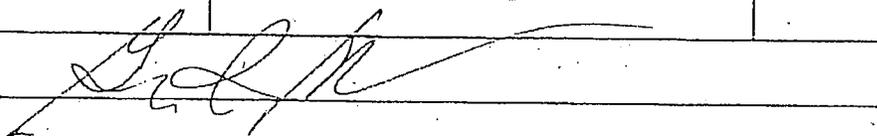
PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
George I. DePalma	134 Pine Needle Street, Howell, NJ 07731	75%
George D'Aloia	398 Westgate Drive, Edison, NJ 08820	25%

SIGNATURE :



TITLE:

George I. DePalma, President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

November 16

OF 20 12

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 20 . 6/18/2014



Audrey Smeela
Notary Public
New Jersey
My Commission Expires 6-18-14

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GARDEN STATE OFFICE SYSTEMS & EQUIPMENT

Trade Name:

Address: 560 STELTON ROAD
PISCATAWAY, NJ 08854-3872

Certificate Number: 0099838

Effective Date: May 28, 1976

Date of Issuance: November 15, 2012

For Office Use Only:

20121115150942217



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026

KIM GAUDAGNO
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

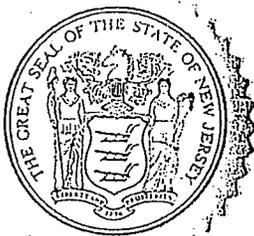
under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges GARDEN STATE OFFICE SYSTEMS & EQUIPMENT as a **Category 2** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides
Assistant Director

Issued: May 13, 2012
Certification Number: 57639-20

Expiration: May 12, 2015

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

City Clerk File No. _____ Res. 12-870

Agenda No. _____ 10.Z.9

Approved: _____ DEC 19 2012

TITLE:



RESOLUTION AWARDING A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS, INSTALLATION OF WIRELESS WANLINK FOR APPLE TREE HOUSE PROJECT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Administration/Information Technology is in need of **Wireless Wan Link Installation**; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.l(a) solicited a quote from New Jersey Business Systems., 7C Marlen Drive, Robbinsville NJ 08691 in the total amount of **Twenty Eight Thousand, Seven Hundred Forty Five (\$28,745.00) Dollars**; and

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

WHEREAS, the City of Jersey City (City), is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that contractor has not made any reportable contributions to the political or candidaie committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit contractor from making any reportable contributions during the term of the contract; and

WHEREAS, contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, New Jersey Business Systems 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 \$28,745.00 are available in the Department of Administration/Information Technology **Capital Account**; and

Department of Administration/Information Technology		
Account	PO #	Total Contract
04-215-55-869-990	103016	\$28,745.00

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 contract, in substantially the form of the attached, with New Jersey Business Systems., for the Installation of Wireless Wan Link for a total contract amount not to exceed \$28,745.00;

(Continued on page 2)

City Clerk File No. Res. 12-870
Agenda No. 10.Z.9 DEC 19 2012

TITLE:

RESOLUTION AWARDING A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS, INSTALLATION OF WIRELESS WAN LINK FOR APPLE TREE HOUSE PROJECT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$28,745.00 are available in the **Department of Administration/Information Technology Capital Account** for payment of this resolution.

Department of Administration/Information Technology		
Account	PO #	Total Contract
04-215-55-869-990	103016	\$28,745.00

Peter Folgado
Director of Purchasing, QPA,RPPO

Donna Mauer
Chief Financial Officer

PF/pc
11/26/12

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0
12.19.12

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

DETERMINATION OF VALUE CERTIFICATION

I, Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires wireless network goods and services to connect the Apple Tree House to the City computer network.
3. The City has determined that a contract for the acquisition of these goods and services should be awarded pursuant to N.J.S.A. 40A:11-12.
4. **NEW JERSEY BUSINESS SYSTEMS** can provide the necessary goods and services and has submitted a proposal in the amount of \$28,745.00.
5. The Division of Information Technology's recommendation is to award the contract to **NEW JERSEY BUSINESS SYSTEMS**.
6. The term of the contract is two months effective as of May 15, 2011.
7. The estimated amount of the contract is \$28,475.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 4-27-12


Robert Magro, Director,
Division of Information Technology



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEW JERSEY BUSINESS SYSTEMS, INC. - SOUTH
Trade Name:
Address: 7C MARLEN DRIVE
ROBBINSVILLE, NJ 08691
Certificate Number: 0532910
Effective Date: July 14, 1988
Date of Issuance: April 27, 2011

For Office Use Only:
20110427113507564



BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

City of Jersey City – IT Department Apple Tree House Project (1) Wireless Point-to-Point WAN Link

Part #	Description	Qty.	Price	Extended
BU/RB-B100	Alvarion Breezenet Link	2	\$3,595.50	\$7,191.00
LIGHTNING-ARRESTOR	Ceragon Lightning Arrestor	2	\$145.80	\$291.60
*DPRM	Roof Mount	2	\$500.00	\$1,000.00
*NONPEN	Antenna Mount	2	\$1,183.00	\$2,366.00
*RMATS	Roof Mats	2	\$116.00	\$232.00
*PMP	Pipe Mount Brackets	2	\$301.00	\$602.00
*THHN6GN	Grounding Cable #6	1	\$605.00	\$605.00
*BARE2SLTC	Grounding Cable #2	1	\$351.00	\$351.00
Cable-Ties	Cable Ties	2	\$47.70	\$95.40
Butyl-Tape	Butyl-Tape	2	\$67.50	\$135.00
Wireless Installation Services – Support	Labor	26	\$98.00	\$2,548.00
Wireless Installation Services – Installation	Labor	136	\$98.00	\$13,328.00
TOTAL				\$28,745.00

New Jersey Business Systems

Date: 11/28/2012

This Price Quotation Valid for 30 Days

New Jersey State Contract A61405



NEW JERSEY BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

City of Jersey City – IT Department Apple Tree House Project (1) Wireless Point-to-Point WAN Link

Part #	Description	Qty.	Price	Extended
B100-5.8	Alvarion Breezenet Link	2	\$ 3,595.50	\$ 7,191.00
LIGHTNING-ARRESTOR	Ceragon Lightning Arrestor	2	\$ 145.80	\$ 291.60
*DPRM	Roof Mount	2	\$ 500.00	\$ 1,000.00
*NONPEN	Antenna Mount	2	\$ 1,183.00	\$ 2,366.00
*RMATS	Roof Mats	2	\$ 116.00	\$ 232.00
*PMP	Pipe Mount Brackets	2	\$ 301.00	\$ 602.00
*THHN6GN	Grounding Cable #6	1	\$ 605.00	\$ 605.00
*BARE2SLTC	Grounding Cable #2	1	\$ 351.00	\$ 351.00
Cable-Ties	Cable Ties	2	\$ 47.70	\$ 95.40
Butyl-Tape	Butyl-Tape	2	\$ 67.50	\$ 135.00
Wireless Installation Services – Support	Labor	26	\$ 98.00	\$ 2,548.00
Wireless Installation Services – Installation	Labor	136	\$ 98.00	\$ 13,328.00
TOTAL				\$ 28,745.00

New Jersey Business Systems

This Price Quotation Valid for 30 Days

New Jersey State Contract A61405

Date: 6/29/2010

See updated PX 11/28/12

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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

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
Ray Bolling	2792 High Rigger Cove Southport, NC 28461

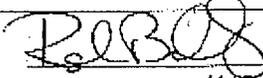
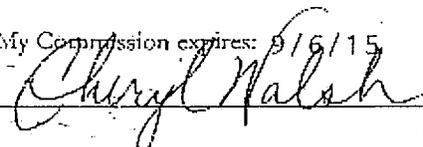
Part 3 – Signature and Attestation:

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: New Jersey Business Systems, Inc.

Signed: _____ Title: Vice President

Print Name: Raymond L. Bolling, III Date: 11/28/12

Subscribed and sworn before me this <u>28</u> day of <u>November</u> 20 <u>12</u>	 _____ (Affiant) <u>Raymond L. Bolling, III</u> (Print name & title of affiant) (Corporate Seal) <u>Vice President</u>
My Commission expires: <u>9/6/15</u> 	

CHERYL WALSH
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 My Commission Expires September 6, 2015
 ID# 2333695

**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 NJ Business Systems, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/19/12 (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 NJ Business Systems, Inc. (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.

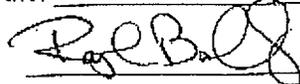
Name of Business Entity: New Jersey Business Systems, Inc.

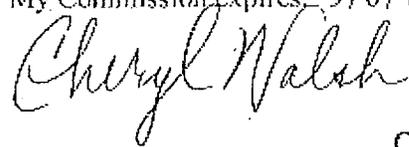
Signed  Title: Vice President

Print Name Raymond L. Bolling, III Date: 11/28/12

Subscribed and sworn before me
this 28 day of Nov., 2012

My Commission expires: 9/6/15


(Affiant)
Raymond L. Bolling, III
(Print name & title of affiant) (Corporate Seal)
Vice President



**CHERYL WALSH
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires September 6, 2015
ID# 2333695**

**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.



**Notice of Award
 Term Contract(s)**

**T-2165
 WIRELESS DEVICES AND SERVICES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JAMES E STRYPE

Downloadable NOA Documents
 (Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [Addendum #1](#) Adobe PDF (101 kb)
- [Addendum #2](#) Adobe PDF (25 kb)
- [Addendum #3](#) Adobe PDF (25 kb)
- [Addendum #4](#) Adobe PDF (279 kb)
- [Addendum #5](#) Adobe PDF (27 kb)
- [NOA Text](#) Adobe PDF (271 kb)
- [State Contract Manager](#) Adobe PDF (41 kb)
- [State Contract Manager](#) Adobe PDF (24 kb)
- [Amendment #1 - Contract Extension #1 to 12/31/2008](#) Adobe PDF (41 kb)
- [Amendment #2 - Contract Extension #2 to 6/30/2009](#) Adobe PI (45 kb)
- [Amendment #3 - Contract Extension #3 to 12/31/2009](#) Adobe PDF (45 kb)
- [Amendment #4 - Additional Distributors - Jan Communications Electronics Co. Inc](#) Adobe PDF (49 kb)
- [Amendment #5 - Contract Extension #4 to 10/31/2010](#) Adobe PDF (24 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more

about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-2165
Contract #:	VARIOUS
Contract Period:	FROM: 08/01/04 TO: 07/31/11
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	36294
Bid Open Date:	08/19/04
CID #:	1027603
Commodity Code:	915-75
Set-Aside:	SMALL BUSINESS SUBCONTRACTING

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
- B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625

(609) 984-7047

In the event of an emergency, contact the following in the order listed:

JAMES E STRYPE	BUYER	609-341-2977_0000
JACKIE KEMERY	BUYER SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	PUB DATE:	11/08/10

VENDOR INFORMATION

Vendor Name & Address:	JAN COMMUNICATIONS & ELECT CO 6630 SOUTH CRESCENT BLVD PENNSAUKEN, NJ 08109-1403
Contact Person:	NORMAN J LEVINE
Contact Phone:	856-663-4800
Order Fax:	856-663-5377
Contract#:	61404
Expiration Date:	07/31/11
Terms:	2% 10 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

Vendor Name & Address:	NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC 7C MARLEN DRIVE ROBBINSVILLE, NJ 08691
Contact Person:	PAUL LOBECKER
Contact Phone:	609-587-5500
Order Fax:	609-587-6660
Contract#:	61405
Expiration Date:	07/31/11
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

Vendor Name & Address:	O MC SIGNAL RESEARCH INC 451 ESSEX AVE BLOOMFIELD, NJ 07003-2812
Contact Person:	OSCAR H MCKEE
Contact Phone:	973-743-0987
Order Fax:	973-743-0987
Contract#:	61403
Expiration Date:	07/31/11
Terms:	NONE
Delivery:	1 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 61404	Title: WIRELESS DEVICES AND SERVICES
Dealer/Distributor Name & Address:	B & C COMMUNICATIONS INC 1 BOHNERT PLACE WALDWICK NJ 07463
Contact Person:	ROBERT T SMITH
Contact Phone:	201-670-1985

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: JAN COMMUNICATIONS & ELECT CO			Contract Number: 61404		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 915-75-054984 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ENHANCED IN BUILDING WIRELESS COVERAGE SYSTEM(S) SCHEDULE M DELIVERY: 1 WEEKS ARO PRIMARY VENDOR BRAND: KAVAL PRICES AS LISTED IN THE BID PROPOSAL.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 915-75-054985 [COMMUNICATIONS AND MEDIA RELATED...]	1.000	LOT	NET	N/A

ITEM DESCRIPTION: SHORT RANGE POINT TO POINT WIRELESS LINKS SCHEDULE N DELIVERY: 1 WEEKS ARO SECONDARY VENDOR BRAND: MOTOROLA PRICES AS LISTED IN BID PROPOSAL.				
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	--

Vendor: NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC	Contract Number: 61405
--------------------------------------------------------------	-------------------------------

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 915-75-054985 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SHORT RANGE POINT TO POINT WIRELESS LINKS SCHEDULE N PRIMARY VENDOR BRANDS AWARDED: ALVARION, CERAGON, CISCO, PROXIM PRICES AS LISTED IN THE BID PROPOSAL.	1.000	LOT	NET	N/A

Vendor: O MC SIGNAL RESEARCH INC	Contract Number: 61403
-----------------------------------------	-------------------------------

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 915-75-054984 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ENHANCED IN BUILDING WIRELESS COVERAGE SYSTEM(S) SCHEDULE M SECONDARY VENDOR PRICES AS LISTED IN BID PROPOSAL.	1.000	LOT	NET	N/A

<p>Downloadable RFP Documents (Please utilize scroll bar on right side of box if necessary to view all documents)</p>

Download All Documents

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.



[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#) 

- [Purchase & Property: Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)
- [Treasury: Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)
- [Statewide: NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)
- Copyright © State of New Jersey, 1996-2007
- This site is maintained by the Office of Treasury Technology.

EXHIBIT A

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, affection 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, affection 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, affection 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:

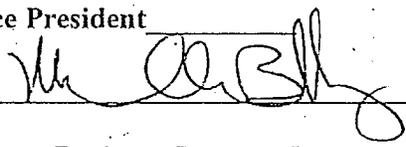
EXHIBIT A
N.J.S.A. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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):

__ Michael A Bolling / Exec Vice President

Representative's Signature: _____



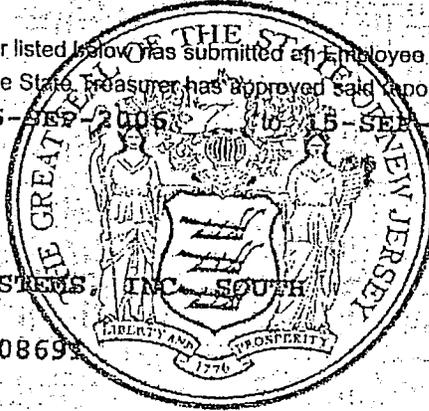
Name of Company: __ New Jersey Business Systems, Inc. _____

Tel. No.: _609-587-5500_ Date: _4/27/11_____

Certification 27055

**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-SEP-2006~~ to ~~15-SEP-2013~~.



NEW JERSEY BUSINESS SYSTEMS, INC. SOUTH
7C MARLEN DRIVE
ROBBINSVILLE NJ 08698



Bradley Abela

State Treasurer

JON S. CORZINE
Governor



DAVID ROUSSEAU
State Treasurer

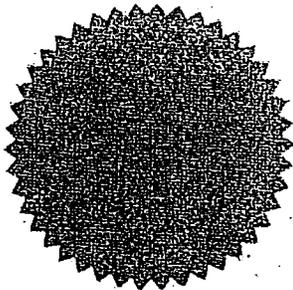
APPROVED

by the
Department of the Treasury
Division of Minority and Woman Business Development
under the
Small Business Set-Aside Act
and
Women and Minority Certification Program

This certificate acknowledges **NEW JERSEY BUSINESS SYSTEMS INC** as a Category 3 & 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Certification Number: 51228-25

Issued: January 4, 2010

Nina E. Moseley
Nina E. Moseley
Senior Director

Expiration: January 3, 2013

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. S121 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): Michael A Bolling / Executive Vice President

Representative's Signature: _____

Name of Company: New Jersey Business Systems, Inc.

Tel. No.: (609) 587-5500 Date: 4/27/11

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/lfns/lfnmenu.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. 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.**

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."

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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

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
Ray Bolling	2792 High Rigger Cove Southport, NC 28461

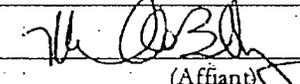
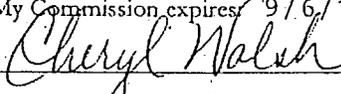
Part 3 – Signature and Attestation:

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: New Jersey Business Systems, Inc.

Signed:  Title: Exec Vice President

Print Name: Michael A Bolling Date: 4/27/11

Subscribed and sworn before me this <u>27</u> day of <u>April</u> , 20 <u>11</u>	<u></u> (Affiant) <u>Michael A Bolling - Exec Vice Pres</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires <u>9/6/15</u> <u></u>	

CHERYL WALSH
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 My Commission Expires September 6, 2015
 ID# 2333695

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)

CITY OF JERSEY CITY

Requisition #

0153710

Assigned PO #

Requisition

Vendor
NEW JERSEY BUSINESS SYSTEMS
7C MARLEN DRIVE
ROBBINSVILLE NJ 08691

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Dept. Ship To
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

NE400030

Contact Info
ROBERT MAGRO
2015464274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	WIRELESS WAN INSTALL	04-215-55-869-990	28,745.00	28,745.00
		GOODS AND SERVICES NECESSARY FOR INSTALLATION OF WIRELESS WAN LINK APPLE TREE HOUSE PROJECT UNDER NJ STATE CONTRACT A61405			

Requisition Total 28,745.00

Req. Date: 03/01/2011

Requested By: BOBM

Buyer Id.

Approved By: _____

This Is Not A Purchase Order



BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

City of Jersey City – IT Department Apple Tree House Project (1) Wireless Point-to-Point WAN Link

Part #	Description	Qty.	Price	Extended
B100-5.8	Alvarion Breezenet Link	2	\$ 3,595.50	\$ 7,191.00
LIGHTNING-ARRESTOR	Ceragon Lightning Arrestor	2	\$ 145.80	\$ 291.60
*DPRM	Roof Mount	2	\$ 500.00	\$ 1,000.00
*NONPEN	Antenna Mount	2	\$ 1,183.00	\$ 2,366.00
*RMATS	Roof Mats	2	\$ 116.00	\$ 232.00
*PMP	Pipe Mount Brackets	2	\$ 301.00	\$ 602.00
*THHN6GN	Grounding Cable #6	1	\$ 605.00	\$ 605.00
*BARE2SLTC	Grounding Cable #2	1	\$ 351.00	\$ 351.00
Cable-Ties	Cable Ties	2	\$ 47.70	\$ 95.40
Butyl-Tape	Butyl-Tape	2	\$ 67.50	\$ 135.00
Wireless Installation Services – Support	Labor	26	\$ 98.00	\$ 2,548.00
Wireless Installation Services – Installation	Labor	136	\$ 98.00	\$ 13,328.00
TOTAL				\$ 28,745.00

New Jersey Business Systems

Date: 6/29/2010

This Price Quotation Valid for 30 Days

New Jersey State Contract A61405



BUSINESS SYSTEMS, INC.

7C Marlen Drive • Robbinsville, New Jersey 08691 • Phone 609-587-5500 • Fax 609-587-6660

April 27, 2011

City of Jersey City
1 Journal Square Plaza
3rd Floor, IT Division
Jersey City, NJ 07306

RE: Purchasing Forms

Dear Mr. Magro:

Please see the following forms per your request to Paul Lobecker. Let me know if there is anything else you need in order to process.

Thank you,

A handwritten signature in cursive script that reads "Cheryl Walsh".

Cheryl Walsh
Office Manager
Ph: (609) 587-5500



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

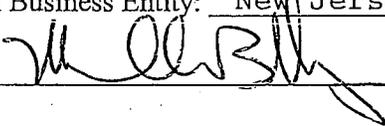
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that New Jersey Business Systems (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 NJ Business Systems, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

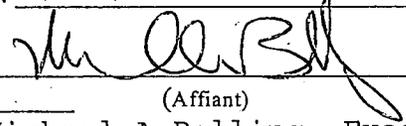
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: New Jersey Business Systems, Inc.

Signed  Title: Executive Vice President

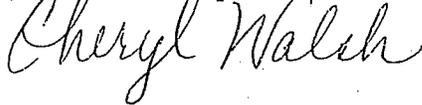
Print Name Michael A Bolling Date: 4/27/11

Subscribed and sworn before me
this 27th day of April, 2011


(Affiant)

My Commission expires: 9/6/15

Michael A Bolling, Exec Vice Pres



(Print name & title of affiant) (Corporate Seal)

CHERYL WALSH
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires September 6, 2015
ID# 2333695

**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
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

NEW JERSEY BUSINESS SYSTEMS INC - SOUTH

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-871-405/000

SEQUENCE NUMBER:

0532910

ADDRESS:

7C MARLEN DRIVE
ROBBINSVILLE NJ 08691

ISSUANCE DATE:

03/11/03

EFFECTIVE DATE:

02/23/88

FORM-BRC(08-01)

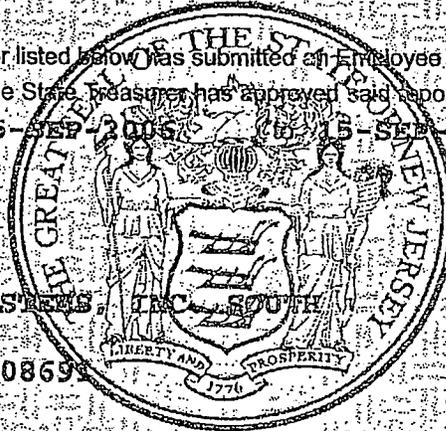
J.P. S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 27055

**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-SEP-2005** to **15-SEP-2013**



NEW JERSEY BUSINESS SYSTEMS, INC. SOUTH
7C MARLEN DRIVE
ROBBINSVILLE NJ 08694



Buddy Abela

State Treasurer

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).

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. 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.**

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."

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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

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.

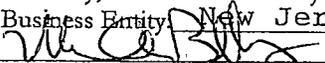
Check the box that represents the type of business entity:

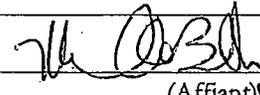
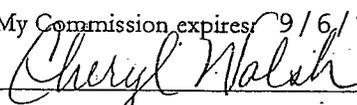
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Ray Bolling	2792 High Rigger Cove Southport, NC 28461

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: New Jersey Business Systems, Inc.
 Signed:  Title: Exec Vice President
 Print Name: Michael A. Bolling Date: 4/27/11

Subscribed and sworn before me this <u>27</u> day of <u>April</u> , 2 <u>011</u>	 (Affiant) <u>Michael A Bolling - Exec Vice Pres</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires <u>9/6/15</u> 	

CHERYL WALSH
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 My Commission Expires September 6, 2015
 ID# 2333695

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)

# CITY OF JERSEY CITY

|                      |
|----------------------|
| <b>Requisition #</b> |
| 0153710              |

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

## Requisition

**Vendor**  
NEW JERSEY BUSINESS SYSTEMS  
7C MARLEN DRIVE  
ROBBINSVILLE NJ 08691

**Dept. Bill To**  
INFORMATION TECHNOLOGY  
1 JOURNAL SQUARE PLAZA, 3RD FL  
JERSEY CITY NJ 07306

**Dept. Ship To**  
1 JOURNAL SQUARE PLAZA, 3RD FL  
JERSEY CITY NJ 07306

NE400030

**Contact Info**  
ROBERT MAGRO  
2015464274

| <u>Quantity</u> | <u>UOM</u> | <u>Description</u>                                                                                                                  | <u>Account</u>    | <u>Unit Price</u> | <u>Total</u> |
|-----------------|------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|--------------|
| 1.00            | NA         | WIRELESS WAN INSTALL                                                                                                                | 04-215-55-869-990 | 28,745.00         | 28,745.00    |
|                 |            | GOODS AND SERVICES NECESSARY FOR<br>INSTALLATION OF WIRELESS WAN LINK<br>APPLE TREE HOUSE PROJECT<br>UNDER NJ STATE CONTRACT A61405 |                   |                   |              |

**Requisition Total**      **28,745.00**

Req. Date: 03/01/2011

Requested By: BOBM

Buyer Id:

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

**This Is Not A Purchase Order**



# NEW JERSEY BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 [www.njbs.com](http://www.njbs.com)

## City of Jersey City – IT Department Apple Tree House Project (1) Wireless Point-to-Point WAN Link

| Part #                                        | Description                | Qty. | Price       | Extended            |
|-----------------------------------------------|----------------------------|------|-------------|---------------------|
| B100-5.8                                      | Alvarion Breezenet Link    | 2    | \$ 3,595.50 | \$ 7,191.00         |
| LIGHTNING-ARRESTOR                            | Ceragon Lightning Arrestor | 2    | \$ 145.80   | \$ 291.60           |
| *DPRM                                         | Roof Mount                 | 2    | \$ 500.00   | \$ 1,000.00         |
| *NONPEN                                       | Antenna Mount              | 2    | \$ 1,183.00 | \$ 2,366.00         |
| *RMATS                                        | Roof Mats                  | 2    | \$ 116.00   | \$ 232.00           |
| *PMP                                          | Pipe Mount Brackets        | 2    | \$ 301.00   | \$ 602.00           |
| *THHN6GN                                      | Grounding Cable #6         | 1    | \$ 605.00   | \$ 605.00           |
| *BARE2SLTC                                    | Grounding Cable #2         | 1    | \$ 351.00   | \$ 351.00           |
| Cable-Ties                                    | Cable Ties                 | 2    | \$ 47.70    | \$ 95.40            |
| Butyl-Tape                                    | Butyl-Tape                 | 2    | \$ 67.50    | \$ 135.00           |
| Wireless Installation Services – Support      | Labor                      | 26   | \$ 98.00    | \$ 2,548.00         |
| Wireless Installation Services – Installation | Labor                      | 136  | \$ 98.00    | \$ 13,328.00        |
| <b>TOTAL</b>                                  |                            |      |             | <b>\$ 28,745.00</b> |

New Jersey Business Systems

Date: 6/29/2010

This Price Quotation Valid for 30 Days

New Jersey State Contract A61405

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

City Clerk File No. Res. 12-871  
Agenda No. 10.Z.10  
Approved: DEC 19 2012  
TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO TURNOUT FIRE AND EQUIPMENT COMPANY TO PROVIDE PROTECTIVE PERSONAL EQUIPMENT BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Fire and Emergency Services notified the Purchasing Agent that an emergency existed because of the need to replace one hundred and fifteen (115) sets of personal protective equipment (PPE) damaged or contaminated during Hurricane Sandy; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because as per OSHA regulations and the current collective bargaining agreements, the City (Fire Department) must provide PPE to all of its firefighters and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on October 29, 2012 the Purchasing Agent instructed Turn-Out Fire & Safety, Inc. to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work was \$348,105; and

**WHEREAS**, these funds are available in Account No. 17-289-56-000-002.

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

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to Turn-Out Fire/Safety, 3468 Kennedy Boulevard, Jersey City, New Jersey, made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide 115 sets of PPE is hereby ratified;
- 2) the total cost of the emergency contract is \$348,105;
- 3) the Director of the Department of Fire and Emergency Services shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

City Clerk File No. Res. 12-871

Agenda No. 10.Z.10 DEC 19 2012

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO TURNOUT FIRE AND EQUIPMENT COMPANY TO PROVIDE PROTECTIVE PERSONAL EQUIPMENT BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012**

4) the purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO#: 108346

Account#: 17-289-56-000-002

APPROVED: [Signature]

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

**ORDINANCE/RESOLUTION FACT SHEET**

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 Ratifying an Emergency Contract Award to Turnout Fire and Equipment Company to Provide Protective Personal Equipment Because of Damage Caused by Hurricane Sandy on October 29 and 30, 2012.

**2. Name and Title of Person Initiating Ordinance/Resolution:**

Armando Roman, Director, Department of Fire and Emergency Services

**3. Concise description of the program, project or plan proposed in the Ordinance/Resolution:**

To replace damaged and contaminated Personal Protective Equipment (PPE) for all fire fighters.

**4. Reasons for the proposed program, project, etc.:**

As per OSHA regulations and collective bargaining agreements, the City must provide PPE for all fire fighters.

**5. Anticipated benefits to the community:**

To protect the health and safety of fire fighters

**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.):**

\$348,105, Fire Departments Reserve for Penalties account # 17-289-56-000-002

**7. Date proposed program or project will commence:**

October 29, 2012

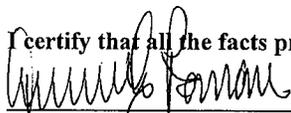
**8. Anticipated completion date:**

October 29, 2012

**9. Person responsible for coordinating proposed program/project:**

Armando Roman, Director, Department of Fire and Emergency Services.

I certify that all the facts presented herein are accurate.



Armando Roman, Director  
Department of Fire and Emergency Services

Date: 12/5/2012



**CITY OF JERSEY CITY**  
**FIRE DEPARTMENT**



**INTERDEPARTMENTAL MEMORANDUM**

To: Peter Folgado  
Purchasing Agent

From: Armando Roman *AR*  
Director of Fire & Emergency Services

Date: December 5, 2012

Re: Emergency Purchase 115 Sets of Personal Protective Equipment (PPE)

---

During Hurricane Sandy, the Fire Department damaged and/or contaminated over one hundred sets of personal protective equipment (PPE), coat pants etc.). The Department used all of its current inventory and is still short 115 sets of PPE. The equipment was damaged when flood waters filled the fire house, Engine 2 on Grand Street. Also, dozens of sets of PPE were contaminated while fire fighters were involved in storm related water rescues.

I am requesting your assistance to authorize an emergency purchase of 115 sets of PPE to replace the lost equipment and restock our inventory.

Thank you for your anticipated cooperation.

c: Janis Feuchack, Fiscal Officer

# CITY OF JERSEY CITY

Requisition #

0160191

Assigned PO #

## Requisition

### Vendor

TURN-OUT FIRE & SAFETY, INC.  
3468 JFK BOULEVARD  
JERSEY CITY NJ 07307

### Dept. Bill To

FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

### Dept. Ship To

465 MARIN BLVD.  
JERSEY CITY NJ 07302

TU558350

### Contact Info

JANIS  
0000004898

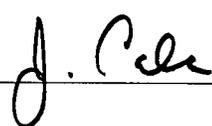
| Quantity | UOM | Description                                                                                                                                  | Account           | Unit Price | Total      |
|----------|-----|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|------------|
| 115.00   | SET | HURRICANE/PPE GEAR                                                                                                                           | 17-289-56-000-002 | 3,027.00   | 348,105.00 |
|          |     | 115 SETS OF PERSONAL PROTECTIVE EQUIPMENT (PPE)<br>DAMAGED OR CONTAMINATED DURING HURRICANE SANDY<br>SEE ATTACHED QUOTE #127027<br>\$348,105 |                   |            |            |

Requisition Total 348,105.00

Req. Date: 12/05/2012

Requested By: JANIS

Buyer Id:

Approved By: 

**This Is Not A Purchase Order**

TURNOUT FIRE/SAFETY  
3468-KENNEDY BLVD

JERSEY CITY, NJ 07307

Q U O T A T I O N

| Quote Date: | Quote# | Page |
|-------------|--------|------|
| 12/05/12    | 127027 | 1    |

B JERSEY CITY FIRE DEPARTMENT  
I 465 MARIN BLVD  
L ATT: FISCAL  
L JERSEY CITY, NJ 07302

S JERSEY CITY FIRE DEPARTMENT  
H EMERGENCY PURCHASE OF HURRIANE  
I DAMAGED EQUIPMENT  
P

(201) 547-4264 01

| Cust Code | Slsmn | Cust P.O. | Ship Via | Terms       | Due Date |
|-----------|-------|-----------|----------|-------------|----------|
| JCFD      | 01    | QUOTE     | PICK UP  | NET 30 DAYS |          |

| Line Num | Item Code  | Vendor Reference | Item Description                                | Qty Order | Qty Ship | Qty B.O. | Gross Price | Disc | Net Price | Ext Price |
|----------|------------|------------------|-------------------------------------------------|-----------|----------|----------|-------------|------|-----------|-----------|
| E 1      | 4001420001 | V-FORCE COAT K7  | PBI MATRIX COAT 32 PSGQ7148A<br><42 32 SHORT >  | 115       | 0        | 115      | 1175.00     |      | 1175.00   | 135125.00 |
| E 2      | 4099990000 | 40               | MISC TURN OUT GEAR                              | 115       | 0        | 115      | 150.00      |      | 150.00    | 17250.00  |
| E 3      | 4000100013 | V-FORCE PANT HAR | V-FORCE PANTS WITH HARNESS SYS<br><GOLD 36 27 > | 115       | 0        | 115      | 1635.01     |      | 1635.01   | 188026.15 |
| E 4      | 4000520000 | SR840            | V-FORCE REG SUSPENDR PSGQ7148                   | 115       | 0        | 115      | 66.99       |      | 66.99     | 7703.85   |

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS 4 PAYMENT. WWW.TURNOUTUNIFORMS.COM

|                 |           |
|-----------------|-----------|
| SUBTOTAL        | 348105.00 |
| SALES TAX       | 0.00      |
| TOTAL QUOTATION | 348105.00 |

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

City Clerk File No. Res. 12-872

Agenda No. 10.Z.11

Approved: DEC 19 2012

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TRI - SEASON LANDSCAPING FOR SOD REPLACEMENT AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 11-764, approved on November 9, 2011, awarded a contract in the amount of \$207,000.00 to Tri-Season Landscaping for Sod Replacement at various locations for the City of Jersey City (City), Department of Public Works / Parks Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for an additional one-year period; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of **November 10, 2012 and ending on November 9, 2013**; and

**WHEREAS**, the total cost of the contract renewal is **\$209,691.00**; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in **Parks Maintenance Operating Account No. 12-01-201-28-375-314**.

**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 renew the agreement with Tri -Season Landscaping for Sod Replacement for the City of Jersey City (City), Department of Public Works / Parks Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of November 10, 2012, and the total cost of the contract shall not exceed **\$209,691.00**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year temporary and permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 12-872

Agenda No. 10.Z.11 DEC 19 2012

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TRI - SEASON LANDSCAPING FOR SOD REPLACEMENT AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Parks Maintenance Operating Account No. 12-01-201-28-375-314 for payment of the above resolution.

Requisition # 0159855

Purchase Order # 108183

Temp.Encumbrancy \$10,000.00

RWH/sb  
October 17, 2012

APPROVED: Rodney W. Hadley 10/19/12 APPROVED AS TO LEGAL FORM  
*Rodney W. Hadley, Director, Department of Public Works*  
APPROVED: [Signature] [Signature]  
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 12.19.12                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TRI – SEASON LANDSCAPING FOR SOD REPLACEMENT AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Parks Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

For sports Sod replacement at various locations.

**4. Reasons (need) for the proposed program, project, etc.:**

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TRI – SEASON LANDSCAPING FOR SOD REPLACEMENT AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.

**5. Anticipated benefits to the community:**

For sports Sod replacement at various locations.

**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):**

The cost of this contract renewal is two hundred and nine thousand dollars six hundred and ninety dollars and zero cents (\$209,691.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

November 9, 2013.

**9. Person responsible for coordinating proposed program, project, etc.:**

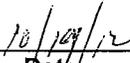
Rodney Hadley, Director, Division of Parks Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Public Works.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

  
\_\_\_\_\_  
Date

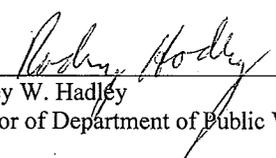
**CERTIFICATION OF RODNEY W. HADLEY**

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. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TRI – SEASON LANDSCAPING FOR SOD REPLACEMENT AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.**
3. The total funds requested for this renewal is \$209,691.00 with a temporary encumbrancy of \$10,000.00.
4. The funds are available in **Parks Maintenance Operating Account No. 01-201-28-375-314.**
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: \_\_\_\_\_

10/19/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

November 19, 2012

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

**RE: Contract Renewal (Tri Season for Sod Replacement)**

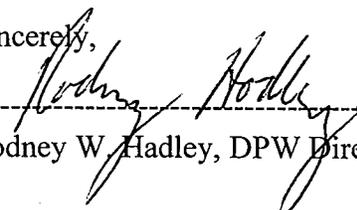
Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 11-764, approved on November 9, 2011, awarded a contract in the amount of \$207,000.00 to Tri-Season Landscaping for Sod Replacement at various locations for the City of Jersey City. The bid specifications provided the City with the option to renew the contract for an additional one-year period. The contractor has been performing the services in an effective and efficient manner. The City desires to exercise the option and renew the contract for an additional one-year period effective as of **November 10, 2012 and ending on November 9, 2013.** The total cost of the contract renewal is **\$209,691.00.** Funds are available in **Parks Maintenance Operating Account No. 12-01-201-28-375-314.**

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,

  
-----  
Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

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

City Clerk File No. Res. 11-764

Agenda No. 10.R

Approved: NOV 09 2011

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TRI-SEASON LANDSCAPING FOR SOD REPLACEMENT AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

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

**WHEREAS**, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for Sod Replacement at Various Locations for the Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received (4) Four Bids the lowest responsive bid being that from Tri-Season Landscaping, 2560 US Highway 22, Scotch Plains, New Jersey, 07076 in the total bid amount of Two Hundred Seven Thousand, (\$207,000.00) Dollars; and

**WHEREAS**, this award of contract is contingent upon sufficient funding being appropriated in the 2011, 2012, and 2013 temporary and permanent budgets; and

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

**WHEREAS**, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**WHEREAS**, the sum of Ten Thousand (\$10,000.00) Dollars is available for this expenditure in the 2011 permanent budget; and

**WHEREAS**, the term of this contract shall be for one (1) year after award of contract with an option to extend the contract with the same terms and conditions for a one (1) year period at the request of the City in accordance with N.J.S.A. 40A:11-15 permitting a term for two (2) years.

|                                                        |                 |                           |
|--------------------------------------------------------|-----------------|---------------------------|
| <b>Dept. of Public Works/Div. of Parks Maintenance</b> |                 |                           |
| <b>Acct. No. 01-201-28-375-314</b>                     | <b>P.O. NO.</b> | <b>Amount \$10,000.00</b> |

**WHEREAS**, the remaining contract funds will be available in 2011, 2012, and 2013 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2011, 2012 and 2013 temporary and permanent budgets, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of Tri-Season Landscaping be accepted and that a contract be awarded to said company in the above amount, and the Purchasing Director is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

City Clerk File No. Res. 11-764

Agenda No. 10.R NOV 09 2011

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TRI-SEASON LANDSCAPING FOR SOD REPLACEMENT AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that 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

*J.A./g/* **RESOLVED**, this contract shall be subject to the condition that the vendor/contractor 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 be it further

**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, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-28-375-314.

Dept. of Public Works/Div. of Parks Maintenance  
Acct. No. 01-201-28-375-314 P.O. NO. 104697 Amount \$10,000.00

Approved by \_\_\_\_\_  
**Peter Folgado, Director of Purchasing**

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

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

Certification Required   
Not Required

APPROVED 9-0  
11/9/11

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 11/9/11       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | /   |     |      | GAUGHAN       | /   |     |      | AHMAD         | /   |     |      |
| 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 FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TRI-SEASON LANDSCAPING FOR SOD REPLACEMENT AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**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:**

Seven (7)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 25, 2011

**NUMBERS OF BIDS RECEIVED:**

Four (4)

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

Sod Replacement at Various Locations the Department of Public Works/Division of Park Maintenance

**BIDDER'S INFORMATION:**

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

|                                                                                                | Grand Total Bid Price |
|------------------------------------------------------------------------------------------------|-----------------------|
| 1) Tri-Season Landscaping & Constructions Inc<br>2560 US Highway 22<br>Scotch Plains, NJ 07076 | \$207,000.00          |
| 2) Andy-Matt<br>11 Scrub Oak Road<br>Mine Hill, NJ 07803                                       | \$296,250.00          |
| 3) Lou's Landscaping & Design Inc<br>7 Falcon Place<br>Wayne, NJ 07470                         | \$402,000.00          |
| 4) Louis Barbato Landscaping, Inc<br>1600 Railroad Avenue<br>Holbrook, NY 11741                | \$455,100.00          |

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO,QPA

BID PROPOSAL / DOCUMENTS

ITEM NO. 1: SOD (With specified soil amenities and fertilizer (Include removal/ disposal of existing turf and resetting of sprinkler heads).

Per Square Foot = \$ 69 /SF

Sixty nine Cents  
(Write Unit Price)

ITEM NO. 2: SOD SOIL MIX (With all specified amenities).

Per Cubic Yard = \$ 30<sup>00</sup> /CY

Thirty dollars  
(Write Unit Price)

The Unit Price in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, all costs on account of loss by damage or destruction encountered or settlement of damages, and for replacement of defective work and materials.

**AWARD OF CONTRACT:**

This contract will be awarded as an open-end contract. The minimum quantities of sod shall be 50,000 square feet, and the maximum quantity of sod shall be 300,000 square feet, with a minimum order quantity of 10,000 square feet. The minimum quantities of sod soil mix shall be 25 Cubic Yards, and the maximum quantity shall be 150 Cubic Yards. There shall be no minimum order quantity for soil mix. The City shall have the right to place orders for any quantities equal to or above the minimum order quantity stated herein. There shall be no limitation on the number of orders that the City may place during the contract term, except that the quantity of any item ordered shall not exceed the maximum quantities stated herein, for the purpose of determining the lowest responsible bid, the City will base the award on the TOTAL BID AMOUNT as calculated below:

|                                |        |   |             |
|--------------------------------|--------|---|-------------|
| <u>69</u>                      | X 0.98 | = | <u>6762</u> |
| Item # 1 - Unit Price Sod/ SF  |        |   | SUM A       |
| <u>30</u>                      | X 0.02 | = | <u>138</u>  |
| Item # 2 Unit Sod Soil Mix/ CY |        |   | SUM B       |
| SUM A + SUM B                  |        | = | <u>6900</u> |

369

BID PROPOSAL/DOCUMENTS

TOTAL BID AMOUNT

BID BOND AND PERFORMANCE BOND CALCULATION

For the purpose of calculating the bid bond and the performance bond amount, the following shall be used:

$$\frac{.6762}{\text{ITEM \# 1 - Unit Price Sod/SF}} \times 300,000 = \frac{202860}{\text{SUM A}}$$

$$\frac{27.60}{\text{ITEM \# 2 Unit Sod Soil Mix/CY}} \times 150 = \frac{4140}{\text{SUM B}}$$

$$\text{SUM A} + \text{SUM B} = \frac{207,000}{\text{TOTAL AMOUNT}}$$

*Two hundred seven thousand*  
 TOTAL AMOUNT IN WRITING

TIME FOR EXECUTING AND ORDER

The bidder agrees to fully execute each order with in ten (10) business days from the time that the order is placed. This time period is based on the minimum order amount of 10,000 SF of sod. Orders in excess the minimum order amount shall be adjusted proportionally.

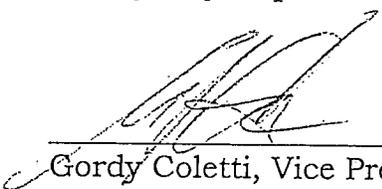
Tri-Season Landscaping & Construction, Inc.  
2560 US Highway 22, #345  
Scotch Plains, NJ 07076  
Tel: (908) 322-9495  
Fax: (908) 322-9596

October 9, 2012

City of Jersey City  
Department of Public Works  
Park Maintenance Division  
575 Route 440  
Jersey City, NJ 07305

SUBJECT: Sod Replacement at Various Locations

I, Gordy Coletti, do hereby confirm and agree to the renewal and terms of the contract for Sod Replacement at Various Locations for the City of Jersey City Department of Public Works/Division of Park Maintenance.

  
\_\_\_\_\_  
Gordy Coletti, Vice President

GC/bjv

2012 OCT 17 AM 9:15  
RECEIVED



DEPARTMENT OF PUBLIC WORKS  
PARK MAINTENANCE DIVISION  
575 ROUTE 440  
JERSEY CITY, N.J. 07305  
(201) 547-4449

October 18, 2012

Tri Season Landscaping & Construction, Inc.  
2560 US Highway 22 # 345  
Scotch Plains NJ 07076

Subject: Sod Replacement At Various Locations

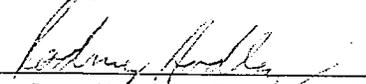
Dear Mr. Gordy Coletti

Your present contract for Sod Replacement At Various Locations for the City of Jersey City Department of Public Works/Division of Park Maintenance is **due to expire on November 9, 2012**. The provisions of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

At this time the CPI numbers will not be available until November 16, 2012, and at that time we will be contacting the Bureau of Labor Statistics for that number. **Please confirm this renewal and terms in writing A.S.A.P.** Also, attached are the EEO/Affirmative Action forms which need to be filled out and returned along with your conformation letter and Business Registration information.

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance.

Sincerely,

  
Rodney Hadley, Director  
Department of Public Works

RH/eh

c: Rodney Hadley, Director, Department of Public Works  
Silendra Bajnauth, Fiscal Officer, Department of Public Works  
file

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## CONSTRUCTION CONTRACTS

Questions in reference to EEO/AA Requirements for  
Construction Contracts should be directed to:

Jeanne 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: [abuan.J@icnj.org](mailto:abuan.J@icnj.org)

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### CONSTRUCTION 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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing worker provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

## EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

## EXHIBIT B (Cont)

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

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 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 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)

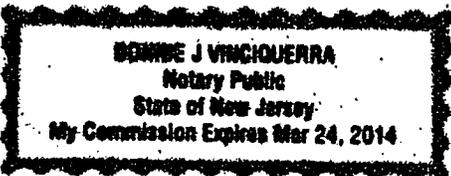
The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Gordy Coletti, Vice President  
Representative's Signature: [Signature]  
Name of Company: Tri Season Landscaping  
Tel. No.: 908-322-9495 Date: 10/9/12

Sworn to and subscribed to before me  
this 9th day of October, 2012.

Bonnie J. Viniquerra  
NOTARY PUBLIC

My commission expires on: March 24, 2014



Revised April 6, 2010

Minority/Women Business Participation  
In City Construction Contracts  
City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III Suggested participation level for minority and women owned subcontractors:

A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services: Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).

B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.

C. Suggested participation levels for this project are:

Minority Owned .....20% of total dollar amount of contract

Woman owned .....5% of dollar amount of contract

IV Availability of information/referral lists of minority/women businesses

A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work.

Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . .", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder ( or three lowest responsible bidders ) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder ( or three lowest ) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a

hearing in accordance with applicable law (local, state and federal).

5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

## II Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

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

The contractor and the Firm of Triseason Landscaping (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, 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: Geordy Coletti, Vice President  
Representative's Signature: [Signature]  
Name of Company: Triseason Landscaping  
Tel. No.: 908-322-9495 Date: 10/9/12

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 :

Tri-Season Landscaping

Address :

2560 U.S. Hwy 22 #345, Scotch Plains, NJ 07076

Telephone No. :

908-302-9495

Contact Name :

Gordy Colletti

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 : Tri Season Landscaping  
Address : 2560 US Hwy 22 #345 Scotch Plains NJ 07076  
Telephone No. : 908-322-9495  
Contact Name : Gordy Coletti

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: SOD Replacement # \_\_\_\_\_

Contractor: Tri-Season Landscaping Bid Amt. \$ 207,000

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

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: Sod Replacement # \_\_\_\_\_

Contractor: Tri-Season Landscaping Bid Amt. \$ 207,000

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

MWB3 page 2 - Project SOD Replacement

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 |
| XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |                           |                 |                                                         |      |         |
|                                      |                           |                 |                                                         |      |         |
|                                      |                           |                 |                                                         |      |         |
|                                      |                           |                 |                                                         |      |         |
|                                      |                           |                 |                                                         |      |         |
|                                      |                           |                 |                                                         |      |         |
|                                      |                           |                 |                                                         |      |         |
|                                      |                           |                 |                                                         |      |         |

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?

\_\_\_\_\_

Name of Contractor TRISLASON Landscaping  
 By: Signature [Signature]  
 Type or print name/title: Bobby Patetty, Vice President  
 Tel: No. 908-322-9495 Date: 10/9/12

For City use: \_\_\_\_\_

Acceptable M/W business participation levels for this project: \_\_\_\_\_  
 by \_\_\_\_\_ Date: \_\_\_\_\_

MWB3 page 2 - Project SOD Replacement

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?

\_\_\_\_\_

Name of Contractor Tree Season Landscaping  
 by: Signature [Signature]  
 Type or print name/title: Gordy Coletti, Vice President  
 Tel: No: 408-322-9495 Date: 10/9/12

For City use: \_\_\_\_\_

Acceptable MW business participation levels for this project: \_\_\_\_\_

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

STATE OF NEW JERSEY  
 DEPARTMENT OF THE TREASURY  
 DIVISION OF PUBLIC CONTRACTS EQUAL  
 EMPLOYMENT OPPORTUNITY COMPLIANCE

FORM AA201

STATE OF NEW JERSEY  
 DIVISION OF PUBLIC CONTRACTS  
 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Official Use Only  
 Signature  
 Date

INITIAL PROJECT NUMBER AND DATE OF CONSTRUCTION  
 FOR USE BY THE BUREAU OF CONTRACTS AND ADMINISTRATION

1. PROJECT NUMBER: 65-1170917  
 2. NAME AND ADDRESS OF PUBLIC CONTRACTOR: TRi Season Landscaping  
2560 US Hwy 22 #345  
Scotch Plains NJ 07076  
 3. COUNTY AND ADDRESS OF PUBLIC AGENCY OR PURCHASER OF CONTRACT:  
 Name: City of Jersey City  
 Address:  
 CONTRACT NUMBER: \_\_\_\_\_ DATE OF AWARD: \_\_\_\_\_ TOTAL AMOUNT OF AWARD: \_\_\_\_\_  
 NAME AND ADDRESS OF PROJECT:  
 Name: Sod Replacement  
 Address:

| TRADE OR OCCUPATION     | RACE |   |   |   |   | TOTAL | PERCENT | DATE |
|-------------------------|------|---|---|---|---|-------|---------|------|
|                         | W    | N | O | A | U |       |         |      |
| 1. ASSISTANT WORKER     |      |   |   |   |   |       |         |      |
| 2. BRICK LAYER OR MASON |      |   |   |   |   |       |         |      |
| 3. CARPENTER            |      |   |   |   |   |       |         |      |
| 4. ELECTRICIAN          |      |   |   |   |   |       |         |      |
| 5. GARDNER              |      |   |   |   |   |       |         |      |
| 6. HVAC MECHANIC        |      |   |   |   |   |       |         |      |
| 7. IRON WORKER          |      |   |   |   |   |       |         |      |
| 8. OPERATING ENGINEER   |      |   |   |   |   |       |         |      |
| 9. PAINTER              |      |   |   |   |   |       |         |      |
| 10. PLUMBER             |      |   |   |   |   |       |         |      |
| 11. BOILER              |      |   |   |   |   |       |         |      |
| 12. SHEET METAL WORKER  |      |   |   |   |   |       |         |      |
| 13. SPRINKLER FITTER    |      |   |   |   |   |       |         |      |
| 14. STEELER             |      |   |   |   |   |       |         |      |
| 15. SURVEYOR            |      |   |   |   |   |       |         |      |
| 16. TILER               |      |   |   |   |   |       |         |      |
| 17. TRUCK DRIVER        |      |   |   |   |   | 3     |         |      |
| 18. LABORER             |      |   |   |   |   | 2     |         |      |
| 19. OTHER               |      |   |   |   |   |       |         |      |
| 20. OTHER               |      |   |   |   |   |       |         |      |

I hereby certify that the foregoing information was obtained by the use of this form and that the information is true and correct.

Signature: Gordy Coletti  
 Title: Vice President  
 Date: 10/9/12  
 Phone: 908-322-9495





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TRI-SEASON LANDSCAPING & CONSTRUCTION INC.  
**Trade Name:**  
**Address:** 2260 SUNRISE COURT  
SCOTCH PLAINS, NJ 07076-1943  
**Certificate Number:** 0978158  
**Effective Date:** March 27, 2003  
**Date of Issuance:** October 09, 2012

**For Office Use Only:**  
20121009112301484



# Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2002 To: 2012

include graphs

[More Formatting Options](#)

Data extracted on: October 9, 2012 (9:01:50 AM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SAO  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xls

| Year | Jan     | Feb     | Mar     | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     | Annual  | HALF1   | HALF2   |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2002 | 184.9   | 186.1   | 187.0   | 187.8   | 187.7   | 187.8   | 188.3   | 189.3   | 189.5   | 189.9   | 190.1   | 189.6   | 188.2   | 186.9   | 189.5   |
| 2003 | 190.5   | 191.7   | 193.0   | 192.6   | 192.7   | 192.8   | 193.5   | 194.3   | 195.0   | 195.4   | 195.1   | 194.9   | 193.5   | 192.2   | 194.7   |
| 2004 | 195.9   | 196.8   | 198.6   | 199.4   | 199.9   | 201.1   | 201.0   | 201.0   | 201.2   | 202.5   | 202.6   | 201.9   | 200.2   | 198.6   | 201.7   |
| 2005 | 202.6   | 203.6   | 206.0   | 206.9   | 206.2   | 206.2   | 207.9   | 208.7   | 210.8   | 211.5   | 210.0   | 209.0   | 207.5   | 205.3   | 209.7   |
| 2006 | 211.0   | 211.6   | 212.8   | 214.7   | 215.7   | 216.7   | 217.5   | 218.1   | 216.3   | 215.2   | 214.8   | 215.2   | 215.0   | 213.8   | 216.2   |
| 2007 | 215.813 | 216.651 | 218.334 | 219.501 | 220.591 | 221.579 | 221.945 | 221.559 | 221.436 | 221.951 | 223.356 | 223.425 | 220.512 | 218.745 | 222.279 |
| 2008 | 224.325 | 225.213 | 226.926 | 228.133 | 230.089 | 232.649 | 234.545 | 233.788 | 232.841 | 230.837 | 227.236 | 225.091 | 229.306 | 227.889 | 230.723 |
| 2009 | 225.436 | 226.754 | 227.309 | 227.840 | 228.136 | 229.930 | 230.154 | 230.883 | 231.200 | 231.304 | 231.708 | 231.462 | 229.343 | 227.568 | 231.119 |
| 2010 | 232.294 | 232.382 | 233.188 | 233.615 | 234.130 | 233.834 | 233.885 | 234.150 | 234.027 | 234.671 | 235.094 | 235.141 | 233.868 | 233.241 | 234.495 |
| 2011 | 235.969 | 237.110 | 239.074 | 240.267 | 241.566 | 241.690 | 242.282 | 243.033 | 243.323 | 243.014 | 242.652 | 241.987 | 240.997 | 239.279 | 242.715 |
| 2012 | 242.879 | 243.850 | 245.125 | 245.850 | 245.709 | 245.201 | 244.984 | 246.252 |         |         |         |         |         | 244.769 |         |

## 12-Month Percent Change

Series Id: CUUR0100SAO  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xls

| Year | Jan | Feb | Mar | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|------|-----|-----|-----|------|------|------|------|------|------|-----|-----|-----|--------|-------|-------|
| 2002 | 1.5 | 1.8 | 1.8 | 2.0  | 1.7  | 1.3  | 1.8  | 2.3  | 2.4  | 2.6 | 2.8 | 2.9 | 2.1    | 1.7   | 2.5   |
| 2003 | 3.0 | 3.0 | 3.2 | 2.6  | 2.7  | 2.7  | 2.8  | 2.6  | 2.9  | 2.9 | 2.6 | 2.8 | 2.8    | 2.8   | 2.7   |
| 2004 | 2.8 | 2.7 | 2.9 | 3.5  | 3.7  | 4.3  | 3.9  | 3.4  | 3.2  | 3.6 | 3.8 | 3.6 | 3.5    | 3.3   | 3.6   |
| 2005 | 3.4 | 3.5 | 3.7 | 3.8  | 3.2  | 2.5  | 3.4  | 3.8  | 4.8  | 4.4 | 3.7 | 3.5 | 3.6    | 3.4   | 4.0   |
| 2006 | 4.1 | 3.9 | 3.3 | 3.8  | 4.6  | 5.1  | 4.6  | 4.5  | 2.6  | 1.7 | 2.3 | 3.0 | 3.6    | 4.1   | 3.1   |
| 2007 | 2.3 | 2.4 | 2.6 | 2.2  | 2.3  | 2.3  | 2.0  | 1.6  | 2.4  | 3.1 | 4.0 | 3.8 | 2.6    | 2.3   | 2.8   |
| 2008 | 3.9 | 4.0 | 3.9 | 3.9  | 4.3  | 5.0  | 5.7  | 5.5  | 5.2  | 4.0 | 1.7 | 0.7 | 4.0    | 4.2   | 3.8   |
| 2009 | 0.5 | 0.7 | 0.2 | -0.1 | -0.8 | -1.2 | -1.9 | -1.2 | -0.7 | 0.2 | 2.0 | 2.8 | 0.0    | -0.1  | 0.2   |
| 2010 | 3.0 | 2.5 | 2.6 | 2.5  | 2.6  | 1.7  | 1.6  | 1.4  | 1.2  | 1.5 | 1.5 | 1.6 | 2.0    | 2.5   | 1.5   |
| 2011 | 1.6 | 2.0 | 2.5 | 2.8  | 3.2  | 3.4  | 3.6  | 3.8  | 4.0  | 3.6 | 3.2 | 2.9 | 3.0    | 2.6   | 3.5   |
| 2012 | 2.9 | 2.8 | 2.5 | 2.3  | 1.7  | 1.5  | 1.1  | 1.3  |      |     |     |     |        | 2.3   |       |

**TOOLS**

[Areas at a Glance](#)  
[Industries at a Glance](#)

**CALCULATORS**

[Inflation](#)  
[Location Quotient](#)

**HELP**

[Help & Tutorials](#)  
[FAQs](#)

**INFO**

[What's New](#)  
[Careers @ BLS](#)

**RESOURCES**

[Inspector General \(OIG\)](#)  
[Budget and Performance](#)

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

City Clerk File No. Res. 12-873

Agenda No. 10.Z.12

Approved: DEC 19 2012

TITLE:



## RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO A DEVELOPERS AGREEMENT AMONG THE CITY OF JERSEY CITY, BRASS WORKS URBAN RENEWAL, LLC, AND THE ZONING BOARD IN CONNECTION WITH A PROJECT AT 100 PATERSON PLANK ROAD A/K/A BLOCK 751, LOT G

**COUNCIL**

offered and moved adoption of the following resolution:

**WHEREAS**, on February 20, 2003, Brass Works Urban Renewal, LLC (Developer) received approvals from the Zoning Board for preliminary and major site plan with "c" and "d" variances to rehabilitate and convert a warehouse located at 100 Paterson Plank Road a/k/a Block 751, Lot G into 128 residential units (Project); and

**WHEREAS**, Resolution 05-538 approved on July 13, 2005 authorized the City of Jersey City (City) to execute a Developer's Agreement among the Zoning Board and the Developer in connection with the Project; and

**WHEREAS**, the Developer's Agreement was executed by the parties on August 11, 2005; and

**WHEREAS**, Resolution 08-364 approved on May 28, 2008 authorized an amendment to Article III, Section 3.3 (a) of the Developer's Agreement to ensure that the Developer's Agreement would not terminate until the Developer constructed all the required improvements to the public right-of-way; and

**WHEREAS**, Resolution 09-332, approved on May 20, 2009, authorized the parties to execute a Second Amendment to the Developer's Agreement to include a new provision in the Developer's Agreement to allow the Developer to postpone the installation of a decorative fence around the traffic island in the public right of way until the cessation of recycling activities at the property adjacent to the south side of the Developer's property because of the risk that the fence would be damaged by trucks; and

**WHEREAS**, because the estimated cost of the 100 Steps has increased to nearly \$700,000 due to re-engineering and design issues, a Third Amendment to the Developer's Agreement is require to amend Article II, Section 2.4, "Scope of Installation of Stairway" to indicate that the City will assume from the Developer the responsibility to construct the stairway also known as the "100 Steps" that will descend from Franklin Street to Mountain Road; and

**WHEREAS**, the State approved a grant to the City in the amount of \$300,000 to fund the project; and the Developer agreed to release escrow funds to the City in the amount of \$143,000 immediately; and

**WHEREAS**, by Resolution 11-380, the Developer agreed that its project benefitted from the reconstruction of the 100 Steps and execute a Third Amendment to the Developer's Agreement and reimburse the City for project costs up to \$256,883 through a special assessment against the Project at 100 Paterson Plank Road, pursuant to N.J.S.A. 40:56-3, Improvement at Request and Expense of Petitioner; and

**WHEREAS**, thereafter it was determined that the developer would need to pay an additional \$200,000; the special assessment against 100 Paterson Plank Road would need to be amortized over ten (10) not five (5) years and the City would be required to contribute some additional funds in order to fund the construction.

City Clerk File No. Res. 12-873

Agenda No. 10.Z.12 DEC 19 2012

TITLE:

**RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO A DEVELOPERS AGREEMENT AMONG THE CITY OF JERSEY CITY, BRASS WORKS URBAN RENEWAL, LLC, AND THE ZONING BOARD IN CONNECTION WITH A PROJECT AT 100 PATERSON PLANK ROAD A/K/A BLOCK 751, LOT G**

**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 the attached Fourth Amendment to the Developer's Agreement and which includes a consent to special assessment against 100 Paterson Plank Road a/k/a Block 751, Lot G in the amount of \$457,000 to be amortized over 10 years and any other documents appropriate or necessary to effectuate the purposes of the within Resolution.
2. The Fourth Amendment to the Developer's Agreement shall be in substantially in the form attached subject to such modifications as the Corporation Counsel or the Business Administrator deems appropriate or necessary.

RR- 4-20-11  
JM/he - 5/20/11  
JM-cw - 12-12-12

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

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

Certification Required   
Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 12.19.12                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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. 12-874

Agenda No. 10.Z.13

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RML CONSTRUCTION FOR MOUNTAIN ROAD ONE HUNDRED STEPS, JERSEY CITY PROJECT NO. 10-004 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING TRAFFIC & TRANSPORTATION**

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **Mountain Road One Hundred Steps, Project No. 10-004** for the City of Jersey City, Department of Public Works/Division of Engineering Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Five (5) Bids**, the lowest bidder being Practical LLC, which withdrew the bid on October 23, 2012, therefore the bid should be awarded to the next responsible bidder, that from **RML Construction**, 500 13<sup>th</sup> Street, Carlstadt, New Jersey 07072, in the total bid amount of **Nine Hundred Forty Six Thousand, Two Hundred Twenty Eight (\$946,228.20) Dollars and Twenty Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the funds for this purchase are available in the sum of **Two Hundred Twenty Eight Thousand, Seven Hundred and Fifty (\$228,750.00) Dollars**, available in **Grant Account No. 02-213-40-179-314**, the sum of **One Hundred Forty Three Thousand, One Hundred Seventeen (\$143,117.00) Dollars**, available in **Reserve Account No. 04-226-55-000-040**, the sum of **Five Hundred Thousand (\$500,000.00) Dollars**, available in **Curbs/Sidewalks Account No. 04-215-55-904-990** and the sum of **Seventy Four Thousand, Three Hundred Sixty One (\$74,361.20) Dollars and Twenty cents**, available in **Park Renovations Account No. 04-215-55-896-990**; and

**Dept. of Public Works/Division of Engineering Traffic & Transportation**

| Acct. No.               | P.O. # |                       | Amount              |
|-------------------------|--------|-----------------------|---------------------|
| 02-213-40-179-314       | 108353 | Grant Acct            | \$228,750.00        |
| 04-226-55-000-040       | 108354 | Reserve Acct          | \$143,117.00        |
| 04-215-55-904-990       | 108355 | Curbs/sidewalks Acct  | \$500,000.00        |
| 04-215-55-896-990       | 108356 | Park Renovations Acct | <u>\$74,361.20</u>  |
| <b>Total Bid Amount</b> |        |                       | <b>\$946,228.20</b> |

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **RML Construction** 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 receive the material pursuant to the contract, that the same has been received and that 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

(Continued on page 2)

City Clerk File No. Res. 12-874

Agenda No. 10.Z.13 DEC 19 2012

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RML CONSTRUCTION FOR MOUNTAIN ROAD ONE HUNDRED STEPS, JERSEY CITY PROJECT NO. 10-004 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING TRAFFIC & TRANSPORTATION**

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor 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 be it further

**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, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below.

**Dept. of Public Works/Division of Engineering Traffic & Transportation**

|                         |               |                       |                     |
|-------------------------|---------------|-----------------------|---------------------|
| <b>Acct. No.</b>        | <b>P.O. #</b> |                       | <b>Amount</b>       |
| 02-213-40-179-314       | 108353        | Grant Acct            | \$228,750.00        |
| 04-226-55-000-040       | 108354        | Reserve Acct          | \$143,117.00        |
| 04-215-55-904-990       | 108355        | Curbs/sidewalks Acct  | \$500,000.00        |
| 04-215-55-896-990       | 108356        | Park Renovations Acct | \$74,361.20         |
| <b>Total Bid Amount</b> |               |                       | <b>\$946,228.20</b> |

Approved by Peter Folgado, Director of Purchasing, QPA

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 |     |     |      |               |     |     |      |               |         |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|---------|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE     | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ABSTAIN |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓       |     |      |
| LOPEZ                                            | ✓   |     |      | COLEMAN       | ✓   |     |      | 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 RML CONSTRUCTION FOR MOUNTAIN ROAD ONE HUNDRED STEPS, JERSEY CITY PROJECT NO. 10-004 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING TRAFFIC & TRANSPORTATION**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Ten (10)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 23, 2012

**NUMBERS OF BIDS RECEIVED:**

Five (5)

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

Mountain Road One Hundred Steps, Project No. 10-004 for the Department of Public Works/Division of Engineering, Traffic & Transportation

**BIDDER'S INFORMATION:**

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

|                                                                                | Grand Total Bid Price              |
|--------------------------------------------------------------------------------|------------------------------------|
| 1) Practical LLC<br>40 Constitution Way, Ste 109<br>Jersey City, NJ 07305      | \$394,975.00 * Withdrawn by Vendor |
| 2) RMI Construction, Inc<br>500 13 <sup>th</sup> Street<br>Carlstadt, NJ 07072 | \$946,228.20                       |
| 3) Sparwick Contracting, Inc<br>18 Route 94<br>Lafayette, NJ 07848             | \$1,061,180.25                     |
| 4) Cargen Fence Co, Inc<br>1223 Park Street<br>Peekskill, NY 10566             | \$1,133,051.00                     |
| 5) A-Tech Concrete<br>11 Taylor Road<br>Edison, NJ 08817                       | \$1,397,614.70                     |

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

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

Date

12/12/12

Peter Folgado, Director of Purchasing, RPPO, QPA

SCHEDULE OF PRICES

ITEM NO. 1  
(SECTION 154)

NO ITEM

ITEM NO. 2  
(SECTION 157)

TRAFFIC DIRECTOR, FLAGGER

40 Hours @ \$ 55.58 per Hour

\$ 2,223.20

Fifty Five Dollars and Fifty Eight Cents  
(Write Unit Price)

ITEM NO. 3  
(SECTION 201)

REFLECTIVE SIGN POST WRAP

20 Units @ \$ 100 per Unit

\$ 2,000<sup>00</sup>

ONE HUNDRED DOLLARS  
(Write Unit Price)

ITEM NO. 4  
(SECTION 159)

CONSTRUCTION IDENTIFICATION  
SIGN 48" x 96"

2 Units @ \$ 1,000 per Unit

\$ 2,000<sup>00</sup>

ONE THOUSAND DOLLARS  
(Write Unit Price)

ITEM NO. 5  
(SECTION 159)

CONSTRUCTION SIGNS

80 S.F. @ \$ 25<sup>00</sup> per Square Foot

\$ 2,000<sup>00</sup>

TWENTY FIVE DOLLARS  
(Write Unit Price)

ITEM NO. 6  
(SECTION 159)

TRAFFIC DIRECTOR, JERSEY CITY POLICE

8 Hours @ \$ 40.00 per Hour

\$ 320<sup>00</sup>

Forty Dollars and No Cents  
(Write Unit Price)

SCHEDULE OF PRICES

**ITEM NO. 7**  
(SECTION 159)

**TRAFFIC DIRECTOR, JERSEY CITY POLICE**  
(OVERTIME RATE, 7 AM - 4 PM)

4 Hours @ \$ 57.50 per Hour \$ 230.<sup>00</sup>

Fifty Seven Dollars and Fifty Cents  
(Write Unit Price)

**ITEM NO. 8**  
(SECTION 159)

**TRAFFIC DIRECTOR, JERSEY CITY POLICE**  
(NIGHT DIFFERENTIAL, 4 PM - 6 AM)

4 Hours @ \$ 50.00 per Hour \$ 200.<sup>00</sup>

Fifty Dollars and No Cents  
(Write Unit Price)

**ITEM NO. 9**  
(SECTION 159)

**TRAFFIC DIRECTOR, JERSEY CITY POLICE**  
(OVERTIME RATE + NIGHT DIFFERENTIAL, 4 PM - 6 AM)

4 Hours @ \$ 67.50 per Hour \$ 270.<sup>00</sup>

Sixty Seven Dollars and Fifty Cents  
(Write Unit Price)

**ITEM NO. 10**  
(SECTION 159)

**TRAFFIC DIRECTOR, SUPERV. JERSEY CITY POLICE**

4 Hours @ \$ 50.00 per Hour \$ 200.<sup>00</sup>

Fifty Dollars and No Cents  
(Write Unit Price)

**ITEM NO. 11**  
(SECTION 159)

**TRAFFIC DIRECTOR, NIGHT-TIME SUPERVISOR**  
JERSEY CITY POLICE (4 PM - 6 AM)

4 Hours @ \$ 60.00 per Hour \$ 240.<sup>00</sup>

Sixty Dollars and No Cents  
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 12  
(SECTION 159)

POLICE VEHICLE AND FUEL

4 Hours @ \$ 10.00 per Hour

\$ 40<sup>00</sup>

Ten Dollars and No Cents  
(Write Unit Price)

ITEM NO. 13  
(SECTION 158)

HEAVY DUTY SILT FENCE, 3' HIGH

290 L.F. @ \$ 10<sup>00</sup> per Linear Foot

\$ 2,900<sup>00</sup>

TEN DOLLARS

(Write Unit Price)

RWZ

ITEM NO. 14  
(SECTION 158)

CATCH BASIN FILTER, TYPE 2

4 Units @ \$ 200 per Unit

\$ 800<sup>00</sup>

TWO HUNDRED DOLLARS

(Write Unit Price)

ITEM NO. 15  
(SECTION 158)

CONSTRUCTION DRIVEWAY

13 TON @ \$ 250<sup>00</sup> per Ton

\$ 3,250<sup>00</sup>

TWO HUNDRED FIFTY

(Write Unit Price)

ITEM NO. 16  
(SECTION 606)

CONCRETE SIDEWALK, 5" THICK

64 S.Y. @ \$ 200<sup>00</sup> per Square Yard

\$ 12,800<sup>00</sup>

TWO HUNDRED DOLLARS

(Write Unit Price)

ITEM NO. 17  
(SECTION 504)

CONCRETE PIER FOOTING No. 1

1 L.S. @ \$ 20,000 per Lump Sum

\$ 20,000<sup>00</sup>

TWENTY THOUSAND DOLLARS

(Write Lump Sum Price)

SCHEDULE OF PRICES

ITEM NO. 18  
(SECTION 504)

CONCRETE PIER FOOTING No. 2

1 L.S. @ \$ 40,000<sup>00</sup> per Lump Sum

\$ 40,000<sup>00</sup>

FORTY THOUSAND DOLLARS

(Write Lump Sum Price)

ITEM NO. 19  
(SECTION 504)

CONCRETE PIER FOOTING No. 3

1 L.S. @ \$ 55,000<sup>00</sup> per Lump Sum

\$ 55,000<sup>00</sup>

FIFTY FIVE THOUSAND DOLLARS

(Write Lump Sum Price)

ITEM NO. 20  
(SECTION 504)

CONCRETE PIER FOOTING No. 4

1 L.S. @ \$ 65,000<sup>00</sup> per Lump Sum

\$ 65,000<sup>00</sup>

SIXTY FIVE THOUSAND DOLLARS

(Write Lump Sum Price)

ITEM NO. 21  
(SECTION 504)

CONCRETE PIER FOOTING No. 5

1 L.S. @ \$ 85,000<sup>00</sup> per Lump Sum

\$ 85,000<sup>00</sup>

Eighty Five THOUSAND DOLLARS

(Write Lump Sum Price)

ITEM NO. 22  
(SECTION 504)

CONCRETE PIER FOOTING No. 6

1 L.S. @ \$ 45,000 per Lump Sum

\$ 45,000<sup>00</sup>

FORTY FIVE THOUSAND DOLLARS

(Write Lump Sum Price)

SCHEDULE OF PRICES

ITEM NO. 23  
(SECTION 606)

CAST IN PLACE DETECTABLE  
WARNING SURFACE

1 S.Y. @ \$ 500 per Square Yard

\$ 500<sup>00</sup>

FIVE HUNDRED DOLLARS

(Write Unit Price)

ITEM NO. 24  
(SECTION 605)

CHAIN-LINK FENCE, PVC COATED STEEL  
6' HIGH, GREEN 1" FABRIC

111 L.F. @ \$ 55<sup>00</sup> per Linear Foot

\$ 6,105<sup>00</sup>

FIFTY FIVE DOLLARS

(Write Unit Price)

ITEM NO. 25  
(SECTION 605)

GATE, CHAIN-LINK FENCE, PVC COATED  
STEEL, 8' WIDE, 6' HIGH, GREEN 1" FABRIC

2 Units @ \$ 3000<sup>00</sup> per Unit

\$ 6,000<sup>00</sup>

THREE THOUSAND DOLLARS

(Write Unit Price)

ITEM NO. 26  
(SECTION 605)

RELOCATE GATE, CHAIN-LINK FENCE, PVC  
COATED STEEL, GREEN, 1" FABRIC

1 Units @ \$ 1,000<sup>00</sup> per Unit

\$ 1,000<sup>00</sup>

ONE THOUSAND DOLLARS

(Write Unit Price)

ITEM NO. 27  
(SECTION 612)

RELOCATE EXISTING TRAFFIC SIGN  
WITH NEW STEEL U-POST

1 Unit @ \$ 1,000<sup>00</sup> per Unit

\$ 1,000<sup>00</sup>

ONE THOUSAND DOLLAR

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 28  
(SECTION 701)

DECORATIVE LIGHT POLE, TYPE A

5 Units @ \$ 5,000<sup>00</sup> per Unit

FIVE THOUSAND DOLLARS

(Write Unit Price)

\$ 25,000<sup>00</sup>

ITEM NO. 29  
(SECTION 701)

UNDER MOUNT LIGHT, TYPE B

5 Units @ \$ 4,000<sup>00</sup> per Unit

FOUR THOUSAND DOLLAR

(Write Unit Price)

\$ 20,000<sup>00</sup>

ITEM NO. 30  
(SECTION 701)

3" DIA. SCH. 40 PVC CONDUIT

18 L.F. @ \$ 10<sup>00</sup> per Linear Foot

TEN DOLLARS

(Write Unit Price)

\$ 180.00

ITEM NO. 31  
(SECTION 701)

¾" RIGID METALLIC CONDUIT

270 L.F. @ \$ 10<sup>00</sup> per Linear Foot

TEN DOLLARS

(Write Unit Price)

\$ 2,700<sup>00</sup>

ITEM NO. 32  
(SECTION 701)

¾" FLEXIBLE METALLIC CONDUIT

29 L.F. @ \$ 10<sup>00</sup> per Linear Foot

TEN DOLLARS

(Write Unit Price)

\$ 290.00

SCHEDULE OF PRICES

ITEM NO. 33  
(SECTION 701)

STAINLESS STEEL ELECTRIC METER  
PEDESTAL

1 Units @ \$ 19,000<sup>00</sup> per Unit  
NINETEEN THOUSAND DOLLARS \$ 19,000<sup>00</sup>  
(Write Unit Price)

ITEM NO. 34  
(SECTION 701)

GALVANIZED JUNCTION BOX

5 Units @ \$ 2,500<sup>00</sup> per Unit  
TWO THOUSAND FIVE HUNDRED \$ 12,500<sup>00</sup>  
(Write Unit Price) DOLLARS

ITEM NO. 35  
(SECTION 506)

PREFABRICATED STAIR STRUCTURE  
INCLUDING ALL APURTENANCES

1 L.S. @ \$ 450,000<sup>00</sup> per Lump Sum  
FOUR HUNDRED FIFTY THOUSAND \$ 450,000<sup>00</sup>  
(Write Lump Sum Price) DOLLARS

ITEM NO. 36  
(SECTION 804)

TOPSOIL, 4" THICK

770 S.Y. @ \$ 10<sup>00</sup> per Square Yard  
TEN DOLLARS \$ 7,700<sup>00</sup>  
(Write Unit Price)

ITEM NO. 37  
(SECTION 811)

HYDRO SEED, 4000 LB/ACRE

6,866 S.F. @ \$ 5<sup>00</sup> per Square Feet  
FIVE DOLLARS \$ 34,330<sup>00</sup>  
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 38  
(SECTION 811)

MALUS 'PRAIREFIRE', PRAIRE FIRE  
FLOWERING CRABAPPLE TREE

3 Unit @ \$ 600<sup>00</sup> per Unit

SIX HUNDRED DOLLARS

(Write Unit Price)

\$ 1,800<sup>00</sup>

ITEM NO. 39  
(SECTION 811)

PRUNUS SERRULATA 'KWANZAN',  
KWANZAN FLOWERING CHERRY TREE

2 Unit @ \$ 600<sup>00</sup> per Unit

SIX HUNDRED DOLLAR

(Write Unit Price)

\$ 1,200<sup>00</sup>

ITEM NO. 40  
(SECTION 811)

CALAMAGROTIS ACUTIFLORA 'KARL  
FORESTER', FEATHER READ GRASS

11 Unit @ \$ 150<sup>00</sup> per Unit

ONE HUNDRED FIFTY

(Write Unit Price) DOLLARS

\$ 1,650<sup>00</sup>

ITEM NO. 41  
(SECTION 811)

RUDBECKI F. 'GOLDSTRUM', BLACK  
EYED SUSAN

17 Unit @ \$ 100<sup>00</sup> per Unit

ONE HUNDRED DOLLARS

(Write Unit Price)

\$ 1,700<sup>00</sup>

ITEM NO. 42  
(SECTION 504)

BRIDGE TYPE EXPANSION JOINT

1 L.S. @ \$ 1000<sup>00</sup> per Lump Sum

ONE THOUSAND DOLLARS

(Write Lump Sum Price)

\$ 1,000<sup>00</sup>

SCHEDULE OF PRICES

ITEM NO. 43  
(SECTION 504)

CONCRETE WALL CAP

2 C.Y. @ \$ 1,500<sup>00</sup> per Cubic Yard

ONE THOUSAND FIVE HUNDRED  
(Write Unit Price) DOLLARS

\$ 3,000<sup>00</sup>

ITEM NO. 44  
(SECTION 605)

TEMPORARY CHAIN-LINK FENCE, 6' HIGH

170 L.F. @ \$ 10<sup>00</sup> per Linear Foot

TEN DOLLARS  
(Write Unit Price)

\$ 1,700<sup>00</sup>

ITEM NO. 45  
(SECTION 302)

SAWCUTTING, 10" OR LESS  
(IF AND WHERE DIRECTED)

20 L.F. @ \$ 15<sup>00</sup> per Linear Foot

FIFTEEN DOLLARS  
(Write Unit Price)

\$ 300<sup>00</sup>

ITEM NO. 46  
(SECTION 607)

9"x20" CONCRETE VERTICAL CURB  
(IF AND WHERE DIRECTED)

20 L.F. @ \$ 100<sup>00</sup> per Linear Foot

ONE HUNDRED DOLLARS  
(Write Unit Price)

\$ 2,000<sup>00</sup>

ITEM NO. 47  
(SECTION 302)

DENSE GRADED AGGREGATE BACKFILL  
(IF AND WHERE DIRECTED)

50 Ton @ \$ 100<sup>00</sup> per Ton

ONE HUNDRED DOLLARS  
(Write Unit Price)

\$ 5,000<sup>00</sup>

SCHEDULE OF PRICES

ITEM NO. 48  
(SECTION 612)

REGULATORY SIGNS (ACCESS SIGNS)

44 S.F. @ \$ 25<sup>00</sup> per Square Foot

Twenty Five Dollars  
(Write Unit Price)

\$ 1,100<sup>00</sup>  
RMZ

TOTAL BID PRICE

\$ 946,228.20  
(In figures)

NINE HUNDRED FORTY SIX THOUSAND TWO HUNDRED  
TWENTY EIGHT & TWENTY CENTS  
(Price in Words, Dollars and Cents)

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Exam. of Electrical Contractors

HAS LICENSED

RAYMOND ELECTR CONTR INC  
ERNESTO D CABBIGAT  
43 Worth Street  
South Hackensack NJ 07606

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Exam. of Electrical Contractors  
HAS LICENSED  
RAYMOND ELECTR CONTR INC  
Electrical Business Permit

*[Signature]*  
SIGNATURE  
DIRECTOR

03/08/2012 TO 03/31/2015  
VALID

34EB00845400  
License/Registration/Certificate #

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:

Board of Exam. of Electrical Contractors  
P.O. Box 45006  
Newark, NJ 07101

03/08/2012 TO 03/31/2015  
VALID

34EB00845400

LICENSE/REGISTRATION/CERTIFICATE #

*[Signature]*  
Signature of Licensee/Registrant/Certificate Holder

*[Signature]*  
DIRECTOR

PLEASE DETACH HERE

RAYMOND ELECTR CONTR INC  
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 34EB 00845400 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

EXPIRATION DATE 2015

Board of Exam. of Electrical Contractors  
P.O. Box 45006  
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.  
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON  
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE  
AVAILABLE TO THE PUBLIC.

HOME   
BUSINESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE  
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW  
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY THE  
DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL CORRESPONDENCE

HOME   
BUSINESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE  
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be  
within reasonable proximity of your original license/registration/certificate at your principal office or place of  
business.

03/13/02

Taxpayer Identification# 222-969-796/000

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

If you have any questions or require more information, feel free to call our Registration Hotline at (809) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,



Francis C. Gatti, Jr.  
Deputy Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 257  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

RAYMOND ELECTRICAL CONTRACTOR, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

222-969-796/000

CONTRACTOR CERTIFICATION#

0103839

ADDRESS

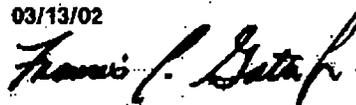
45 WORTH STREET  
SOUTH HACKENSACH NJ 07606

ISSUANCE DATE:

03/13/02

EFFECTIVE DATE:

04/04/89



Deputy Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0103839 FOR RAYMOND ELECTRICAL CONTRACTOR, INC. IS  
VALID.

[Business Services](#) | [Job Seekers](#) | [Non-Profits](#) | [Individuals with Disabilities](#) | [Public Notices](#) | [Frequently Asked Questions](#)

[LWD Home](#)

[Wage & Hour](#) | [Default View](#) | [Printer Friendly](#) | [Store Query](#)

[About LWD](#)

## Registered Public Works Contractors

[Appeal a Decision](#)

[Business Services](#)

[Career Development](#)

[Show Search Criteria](#)

[Family Leave Insurance](#)

## Results

[Labor Market Information](#)

## Registered Contractors

[Safety & Health](#)

[Social Security Disability Programs](#)

[Download](#)

[Temporary Disability](#)

| <u>Contractor/Subcontractor</u>    | <u>Address</u> | <u>Address</u> | <u>City</u>      | <u>County</u> | <u>State</u> | <u>Zip</u> | <u>Registration</u> | <u>Expiration</u> | <u>Certificate</u> |
|------------------------------------|----------------|----------------|------------------|---------------|--------------|------------|---------------------|-------------------|--------------------|
| <u>Name</u>                        | <u>Line 1</u>  | <u>Line 2</u>  |                  |               |              |            | <u>Date</u>         | <u>Date</u>       | <u>No.</u>         |
| Raymond Electrical Contractor Inc. | 45             | Worth Street   | South Hackensack | Bergen        | NJ           | 07606      | 06/21/2012          | 06/20/2013        | 368635             |

[Unemployment Insurance](#)

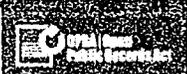
[Vocational Rehabilitation](#)

[Wage & Hour](#)

[Workers' Compensation](#)

[New Search](#)

[Workforce Development](#)



[Contact Us](#) | [Privacy Notice](#) | [Legal Statement & Disclaimers](#) | [Accessibility Statement](#)



Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
 Department: [home](#) | [disabled](#) | [employment](#) | [employer](#) | [legal](#) | [safety](#) | [statistics/analysis](#) | [press](#)

The New Jersey Department of Labor and Workforce Development is an equal employment opportunity employer and provides equal opportunity programs. Auxiliary aids and services are available upon request to assist individuals with disabilities.

Copyright © State of New Jersey  
 Department of Labor and Workforce Development: 1 John Filch Plaza, P.O. Box 110 Trenton, NJ 08625-0110  
 Email: [Constituent.Relations@dol.state.nj.us](mailto:Constituent.Relations@dol.state.nj.us)

Registration Date: 06/21/2010  
Expiration Date: 06/20/2012

Certificate Number  
68635



# 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:

**Raymond Electrical Contractor Inc.**

Responsible Representative(s):  
Ernesto D. Cabbigat, President

*Harold J. Wirths*

Harold J. Wirths, 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.

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

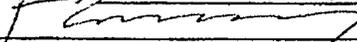
The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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): Romulo M. Luz, President

Representative's Signature: 

Name of Company: RML Construction, Inc.

Tel. No.: 2018420013

Date: 10/23/2012

# STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201

Revised 10/03

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

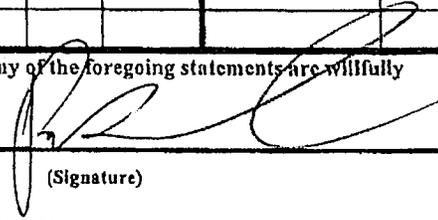
READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.  
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

|                                                                                                                                                                                                                         |                                         |                                                                                                                                                                                                        |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>1. FID NUMBER</b><br>22-3252533                                                                                                                                                                                      | <b>2. CONTRACTOR ID NUMBER</b><br>11673 | <b>5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDCING CONTRACT</b><br>City of Jersey City<br>One Journal Square Plaza<br>Jersey City, NJ<br>CONTRACT NUMBER      DATE OF AWARD      DOLLAR AMOUNT OF AWARD |  |
| <b>3. NAME AND ADDRESS OF PRIME CONTRACTOR</b><br>RML Construction, Inc.<br>(Name)<br>500 13th Street<br>(Street Address)<br>Carlstadt, NJ 07072<br>(City)                      (State)                      (Zip Code) |                                         | <b>6. NAME AND ADDRESS OF PROJECT</b><br>10-004, Mountain Road 100 Steps                                                                                                                               |  |
| <b>4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]</b>                                                                                                                                                         |                                         | <b>7. PROJECT NUMBER</b><br><br><b>8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO                                         |  |

**COUNTY**  
Hudson

| 9. TRADE OR CRAFT      | PROJECTED TOTAL EMPLOYEES |    |        |    | PROJECTED MINORITY EMPLOYEES |    |        |    | PROJECTED PHASE - IN DATE | PROJECTED COMPLETION DATE |
|------------------------|---------------------------|----|--------|----|------------------------------|----|--------|----|---------------------------|---------------------------|
|                        | MALE                      |    | FEMALE |    | MALE                         |    | FEMALE |    |                           |                           |
|                        | J                         | AP | J      | AP | J                            | AP | J      | AP |                           |                           |
| 1. ASBESTOS WORKER     |                           |    |        |    |                              |    |        |    |                           |                           |
| 2. BRICKLAYER OR MASON |                           |    |        |    |                              |    |        |    |                           |                           |
| 3. CARPENTER           |                           |    |        |    |                              |    |        |    |                           |                           |
| 4. ELECTRICIAN         | 2                         |    |        |    | 2                            |    |        |    | 12/10/12                  | 6/11/13                   |
| 5. GLAZIER             |                           |    |        |    |                              |    |        |    |                           |                           |
| 6. HVAC MECHANIC       |                           |    |        |    |                              |    |        |    |                           |                           |
| 7. IRONWORKER          | 2                         |    |        |    | 2                            |    |        |    | 12/10/12                  | 6/11/13                   |
| 8. OPERATING ENGINEER  |                           |    |        |    |                              |    |        |    |                           |                           |
| 9. PAINTER             |                           |    |        |    |                              |    |        |    |                           |                           |
| 10. PLUMBER            |                           |    |        |    |                              |    |        |    |                           |                           |
| 11. ROOFER             |                           |    |        |    |                              |    |        |    |                           |                           |
| 12. SHEET METAL WORKER |                           |    |        |    |                              |    |        |    |                           |                           |
| 13. SPRINKLER FITTER   |                           |    |        |    |                              |    |        |    |                           |                           |
| 14. STEAMFITTER        |                           |    |        |    |                              |    |        |    |                           |                           |
| 15. SURVEYOR           |                           |    |        |    |                              |    |        |    |                           |                           |
| 16. TILER              |                           |    |        |    |                              |    |        |    |                           |                           |
| 17. TRUCK DRIVER       |                           |    |        |    |                              |    |        |    |                           |                           |
| 18. LABORER            | 4                         |    | 1      |    | 4                            |    | 1      |    | 12/10/12                  | 6/11/13                   |
| 19. OTHER              |                           |    |        |    |                              |    |        |    |                           |                           |
| 20. OTHER              |                           |    |        |    |                              |    |        |    |                           |                           |

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.



(Signature)

Rochelle Cole, Contract Manager  
 10. (Please Print Your Name) (Title)  
 (201) 842-0013 10/23/2012  
 (Area Code) (Telephone Number) (Ext.) (Date)



**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 : RML Construction, Inc.  
Address : 500 13th Street, Carlstadt, NJ 07072  
Telephone No. : (201) 842-0013  
Contact Name : Romulo M. Luz

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 : RML Construction, Inc.  
Address : 500 13th Street, Carlstadt, NJ 07072  
Telephone No. : (201) 842-0013  
Contact Name : Romulo M. Luz

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: Mountain Road 100 Steps # 10-004

Contractor: RML Construction, Inc. Bid Amt. \$ 946,228.20

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?<br>check appropriate column |        |         |
|--------------------------------------------------------------------------------|------------------|------------------------------------------------------------|--------|---------|
|                                                                                |                  | Minority                                                   | Wom-an | Neither |
| XXXXXXXXXXXXXXXXXXXXXXXXXXXX                                                   |                  |                                                            |        |         |
| Electrical                                                                     | 80,000           | X                                                          |        |         |
| Concrete                                                                       | 50,000           |                                                            | X      |         |
|                                                                                |                  |                                                            |        |         |
|                                                                                |                  |                                                            |        |         |
|                                                                                |                  |                                                            |        |         |
|                                                                                |                  |                                                            |        |         |
|                                                                                |                  |                                                            |        |         |
|                                                                                |                  |                                                            |        |         |
| <i>*RML Construction, Inc. is a certified MBE with the State of New Jersey</i> |                  |                                                            |        |         |

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

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:** Mountain Road 100 Steps # 10-004

**Contractor:** RML Construction, Inc. Bid Amt. \$ 946,228.20

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                                                | Wom-an | Neither |
| XXXXXXXXXXXXXXXXXXXXXXXXXXXX                                            |                  |                                                         |        |         |
| Electrical                                                              | 80,000           | X                                                       |        |         |
| Concrete                                                                | 50,000           |                                                         | X      |         |
|                                                                         |                  |                                                         |        |         |
|                                                                         |                  |                                                         |        |         |
|                                                                         |                  |                                                         |        |         |
|                                                                         |                  |                                                         |        |         |
|                                                                         |                  |                                                         |        |         |
|                                                                         |                  |                                                         |        |         |
| *RML Construction, Inc. is a certified MBE with the State of New Jersey |                  |                                                         |        |         |

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

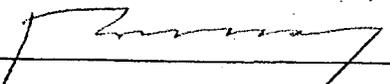
2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

| Trade                        | Contractor name & address | Approx \$ value | To minority or woman Business? check appropriate column |      |         |
|------------------------------|---------------------------|-----------------|---------------------------------------------------------|------|---------|
|                              |                           |                 | Min.                                                    | Wom. | Neither |
| XXXXXXXXXXXXXXXXXXXXXXXXXXXX |                           |                 |                                                         |      |         |
| Electrical                   | Raymond Electrical        | 80,000          | X                                                       |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |

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?

RML Construction, Inc. is an equal opportunity employment company which supports and promotes minority and women owned business. Throughout each project, we continue to seek MWBE participation by soliciting bids from MWBE found through various resource such as NJSAVI Vendor Search, PA NY&NJ website. NJDOT. NJ Transit

Name of Contractor RML Construction, Inc.

by: Signature 

Type or print name/title: Romulo M. Luz, President

Tel: No. (201) 842-0013 Date: 10/23/2012

.....  
For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

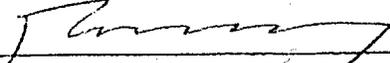
by \_\_\_\_\_ Date: \_\_\_\_\_

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 |                           |                 |                                                         |      |         |
| Electrical                   | Raymond Electrical        | 80,000          | X                                                       |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |
|                              |                           |                 |                                                         |      |         |

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?  
 RML Construction, Inc. is an equal opportunity employment company which supports and promotes minority and women owned business. Throughout each project, we continue to seek MWBE participation by soliciting bids from MWBE found through various resource such as NJSAVI Vendor Search, PA NY&NJ website, NJDOT, NJ Transit.

Name of Contractor RML Construction, Inc.

by: Signature 

Type or print name/title: Romulo M. Luz, President

Tel: No. (201) 842-0013 Date: 10/23/2012

.....  
 For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

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

City Clerk File No. Res. 12-875

Agenda No. 10.Z.14

Approved: DEC 19 2012

TITLE:



**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO DELIVERY CONCEPTS FAST FOR THE PURCHASE AND DELIVERY OF FOOD TRANSPORTATION VEHICLES DAMAGED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012**

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of the need to replace two (2) Food Transportation Vehicles damaged by Hurricane Sandy which are used to transport meals to the Senior Citizens of Jersey City; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have the vehicles replaced as soon as possible because without these vehicles, meals can not be delivered and it is was necessary to protect and promote the public health, safety and welfare of the senior citizens of Jersey City; and

**WHEREAS**, on November 29, 2012 the Purchasing Agent instructed Delivery Concepts Fast to supply and deliver the vehicles; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the vehicles was \$85,176.00; and

**WHEREAS**, these funds are available in Account No. 04-215-55-919-990.

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

1) because of the above stated reasons which are incorporated herein, an emergency contract award to Delivery Concepts Fast, 1012 Highway 210 West, Hampstead, North Carolina 28443 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to supply and deliver two (2) food transportation vehicles is hereby ratified;

2) the total cost of the emergency contract is \$85,176.00;

3) the Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

4) the Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

(Continued to page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO DELIVERY CONCEPTS FAST FOR THE PURCHASE AND DELIVERY OF FOOD TRANSPORTATION VEHICLES DAMAGED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012**

5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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. P.O. # 108352

Approved by \_\_\_\_\_

Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/12/12

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

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

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | COLEMAN       | ✓   |     |      | 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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SAMPLE, GARY E  
**Trade Name:** DELIVERY CONCEPTS EAST  
**Address:** 351 DOGWOOD LN  
HAMPSTEAD, NC 28443-2026  
**Certificate Number:** 1241626  
**Effective Date:** June 01, 2006  
**Date of Issuance:** December 12, 2012

**For Office Use Only:**  
20121212113858251





www.hotshotdelivers.com



Available on  
Regular Cab or  
Extended Cab

# 8 Series R50H50

## The 8 Series Advantage

- ◆ Thermostatically Controlled Ovens, Refrigerators, & Freezer Compartments
- ◆ Flexible Interiors To Meet Your Specifications
- ◆ Ease of Operation (Driver Just Turns the Key)
- ◆ Inexpensive to Operate. No Additional Fuel Sources Needed
- ◆ Side Compartment Access Doors Enhance Driver's Accessibility to Holding Compartments
- ◆ Interior Lighting in All Compartments
- ◆ Digital Read Out in Cab to Monitor Temperatures

## Optional Features

- ◆ Customized Shelving
- ◆ 110 Volt Pre-Heat System
- ◆ 115 Volt Refrigeration Stand-By
- ◆ Secure Idle
- ◆ Heavy Duty Stainless Handles with Built in Locks
- ◆ Back-Up Alarm
- ◆ Graphics

Deliver it *HOT* with



***Delivery Concepts East***  
 \* 1012 NC Hwy 210 West  
 \* Hampstead, NC 28443  
 \* Phone: 800.255.5183  
 \* 910.270.2090  
 \* Fax: 910.270.2091  
 \* Email: [quality@hotshotdelivers.com](mailto:quality@hotshotdelivers.com)

DATE: November 19, 2012

# QUOTE



**Delivery Concepts East**  
 1012 NC Hwy 210 West, Hampslead, NC 28443  
 P: (910) 270-2090 - (800) 255-5183 - F: (910) 270-2091  
 www.hotshotdelivers.com

To: City of Jersey City Department of Public Works  
 575 Route 440  
 Jersey City, NJ 07305

Attention: Hector Ortiz  
 Automotive Division  
 Ph: 201.547.4420

| SALESPERSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | P. O. NUMBER            | DATE SHIPPED | SHIPPED VIA              | F.O.B. POINT            | TERMS        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------|--------------------------|-------------------------|--------------|
| Gary Sample                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |              | Contract Driver          | Jersey City, NJ         | TBD          |
| MAKE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MODEL                   | YEAR         | SERIAL NUMBER            | ORIGIN                  |              |
| Delivery Concepts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8 Series H50R50         | 2013         |                          | Delivery Concepts, Inc. |              |
| Chevrolet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Silverado 1500WT RegCab | 2013         | (VIN#) 1GCNCPEA1DZ138719 | McCormick Motors        |              |
| <p>1 - Delivery Concepts 8 Series H50R50, 50% Heated and 50% Refrigerated, Food Transport Unit: Color: White<br/>                     4 door Insulated fiberglass body w/locking handles, keyed alike.<br/>                     Oven Catering Rack Kit - Consisting of rails to hold 28 sheet pans &amp; 14 half size sheet pans OR<br/>                     36 - 4" deep hotel pans and 12 half size hotel pans.<br/>                     Refrigeration Rack Kit consisting of 42" deep catering rails (Dvr Side) for 12 sheet pans or 12 hotel pans. &amp;<br/>                     3 removable stainless racks (Pass. Side), stainless lined w/2 floor drains &amp; rubber floor mat<br/>                     Back up Alarm<br/>                     Cab Air Equipment System (Mount &amp; Drive for 2nd compressor)<br/>                     Suspension Kit (spring upgrade)<br/>                     HD Steel Rear Bumper w/Back up Sensors.</p> <p>Chevrolet Silverado 1500WT Regular Cab, 133"WB Color: White<br/>                     4.8 Liter MFI V-8<br/>                     Power Steering<br/>                     Cab Air Conditioning<br/>                     HD Trailering Package</p> <p>3.73 Ratio Rear Axle LS<br/>                     GVW Rating 6,400 lbs.<br/>                     ETR AM/FM Radio</p> |                         |              |                          |                         |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |              |                          |                         | \$16,556.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |              |                          |                         | \$1,028.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |              |                          |                         | \$1,252.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |              |                          |                         | \$150.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |              |                          |                         | \$109.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |              |                          |                         | \$817.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |              |                          |                         | \$481.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |              |                          |                         | \$825.00     |
| BODY SUB TOTAL > >                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |              |                          |                         | \$21,218.00  |
| Chevrolet Silverado 1500 WT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |              |                          |                         | \$24,495.00  |
| UNIT SUB TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |              |                          |                         | \$45,713.00  |
| Transportation Charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |              |                          |                         | \$975.00     |
| UNIT SUB TOTAL > >                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |              |                          |                         | \$46,688.00  |
| MOW Discount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |              |                          |                         | (\$4,100.00) |
| TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |              |                          |                         | \$42,588.00  |

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

Total price does not include state/local sales tax or license fees unless otherwise specified.

DATE: November 19, 2012

# QUOTE



## Delivery Concepts East

1012 NC Hwy 210 West, Hampstead, NC 28443  
 P: (910) 270-2090 - (800) 255-5183 - F: (910) 270-2091  
 www.hotshoetdelivers.com

To:

City of Jersey City Department of Public Works  
 575 Route 440  
 Jersey City, NJ 07305

Attention:

Hector Ortiz  
 Automotive Division  
 Ph: 201.547.4420

|                            |              |              |                                |                                 |              |
|----------------------------|--------------|--------------|--------------------------------|---------------------------------|--------------|
| SALESPERSON<br>Gary Sample | P. O. NUMBER | DATE SHIPPED | SHIPPED VIA<br>Contract Driver | F.O.B. POINT<br>Jersey City, NJ | TERMS<br>TBD |
|----------------------------|--------------|--------------|--------------------------------|---------------------------------|--------------|

| MAKE              | MODEL                   | YEAR | SERIAL NUMBER            | ORIGIN                  |
|-------------------|-------------------------|------|--------------------------|-------------------------|
| Delivery Concepts | 8 Series H50R50         | 2013 |                          | Delivery Concepts, Inc. |
| Chevrolet         | Silverado 1500WT RegCab | 2013 | (VIN#) 1GNCPCPA2DZ151074 | McCormick Motors        |

1 - Delivery Concepts 8 Series H50R50, 50% Heated and 50% Refrigerated. Food Transport Unit. Color: White  
 4 door Insulated fiberglass body w/locking handles, keyed alike.  
 Oven Catering Rack Kit - Consisting of rails to hold 28 sheet pans & 14 half size sheet pans OR  
 36 - 4" deep hotel pans and 12 half size hotel pans.  
 Refrigeration Rack Kit consisting of 42" deep catering rails (Dvr Side) for 12 sheet pans or 12 hotel pans. &  
 3 removable stainless racks (Pass. Side), stainless lined w/2 floor drains & rubber floor mat  
 Backup Alarm  
 Cab Air Equipment System (Mount & Drive for 2nd compressor)  
 Suspension Kit (spring upgrade)  
 HD Steel Rear Bumper w/Back up Sensors

Chevrolet Silverado 1500WT Regular Cab, 133"WB Color: White  
 4.8 Liter MFI V-8  
 Power Steering  
 Cab Air Conditioning  
 HD Trailering Package  
 3.73 Ratio Rear Axle LS  
 GVW Rating 6,400 lbs.  
 ETR AM/FM Radio

|                                 |                    |
|---------------------------------|--------------------|
| Series 8 H50R50                 | \$16,556.00        |
| Oven Catering Rails             | \$1,028.00         |
| Refrigeration Racking           | \$1,252.00         |
| Refrig. Floor Mat               | \$150.00           |
| Backup Alarm                    | \$109.00           |
| Mount & Drive                   | \$817.00           |
| Suspension Kit                  | \$481.00           |
| HD Rear Bumper/BU Sensors       | \$825.00           |
| <b>BODY SUB TOTAL &gt; &gt;</b> | <b>\$21,218.00</b> |
| Chevrolet Silverado 1500 WT     | \$24,495.00        |
| <b>UNIT SUB TOTAL</b>           | <b>\$45,713.00</b> |
| Transportation Charge           | \$975.00           |
| <b>UNIT SUB TOTAL &gt; &gt;</b> | <b>\$46,688.00</b> |
| MOW Discount                    | (\$4,100.00)       |
| <b>TOTAL</b>                    | <b>\$42,588.00</b> |

Authorization: \_\_\_\_\_

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

adh

\*Total price does not include state/local sales tax or license fees unless otherwise specified.

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

City Clerk File No. Res. 12-876

Agenda No. 10.Z.15

Approved: DEC 19 2012

TITLE:



## **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO MACO OFFICE SUPPLY FOR THE PURCHASE AND DELIVERY OF OFFICE FURNITURE DAMAGED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012**

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of Public Works notified the Purchasing Agent that the basement of City Hall, housing the Division of Real Estate and Mail Room had been flooded and an emergency existed; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have all furniture replaced as soon as possible due to relocation of the Division of Real Estate and Mail Room as it was necessary to protect the public health, safety and welfare; and

**WHEREAS**, on November 29, 2012 the Purchasing Agent instructed Maco Office Supply to supply and deliver the furniture; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the furniture was \$18,948.30; and

**WHEREAS**, these funds are available in Account No. 01-201-31-433-401.

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

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to Maco Office Supply, 1000 JFK.Boulevard, Jersey City, NJ 07087 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to supply and deliver furniture is hereby ratified;
- 2) the total cost of the emergency contract is \$18,948.30;
- 3) the Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 4) the Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

(Continued to page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO MACO OFFICE SUPPLY FOR THE PURCHASE AND DELIVERY OF OFFICE FURNITURE DAMAGED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012**

5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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. P.O. # 108347

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/12/12

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

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

Certification Required

Not Required

APPROVED 9-0  
12.19.12

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

QUOTATION ANALYSIS SHEET

| P.O. NO. | REQ. NO. | DIV/DEPT | ADMIN SERVICES            | DESCRIPTION | VENDOR NAME |      | MACO OFFICE SUPPLY |              |              | CONCEPTS OFFICE FURNISHINGS |           |         |
|----------|----------|----------|---------------------------|-------------|-------------|------|--------------------|--------------|--------------|-----------------------------|-----------|---------|
|          |          |          |                           |             | QTY         | UNIT | UNIT COST          | EXT AMT      | UNIT COST    | EXT AMT                     | UNIT COST | EXT AMT |
|          | 160105   |          |                           |             | 1           | EA   | \$ 18,948.30       | \$ 18,948.30 | \$ 19,527.22 | \$ 19,527.22                |           |         |
| 1        |          |          | OFFICE FURNITURE FOR REAL |             |             |      |                    |              |              |                             |           |         |
| 2        |          |          | ESTATE & MAIL ROOM        |             |             |      |                    |              |              |                             |           |         |
| 3        |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 4        |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 5        |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 6        |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 7        |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 8        |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 9        |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 10       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 11       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 12       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 13       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 14       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 15       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 16       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 17       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 18       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 19       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 20       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 21       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 22       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 23       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
| 24       |          |          |                           |             |             |      |                    |              |              |                             |           |         |
|          |          |          |                           |             |             |      | SUB-TOTAL          | \$ 18,948.30 |              | \$ 19,527.22                |           | \$ -    |
|          |          |          |                           |             |             |      | SHIPPING/HANDLING  | \$ -         |              | \$ -                        |           | \$ -    |
|          |          |          |                           |             |             |      | TOTAL              | \$ 18,948.30 |              | \$ 19,527.22                |           | \$ -    |

BUYER'S NOTES:



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                                |
|----------------------------|------------------------------------------------|
| <b>Taxpayer Name:</b>      | SAVEON STATIONARY CO, INC.                     |
| <b>Trade Name:</b>         | MACO OFFICE SUPPLIES                           |
| <b>Address:</b>            | 1000 KENNEDY BLVD<br>UNION CITY, NJ 07087-5506 |
| <b>Certificate Number:</b> | 0062677                                        |
| <b>Effective Date:</b>     | January 01, 1952                               |
| <b>Date of Issuance:</b>   | December 10, 2012                              |

**For Office Use Only:**  
20121210160210845

**\*\* Budget Account \*\***

Fund **1** CURRENT FUND  
 G/L **201** CURRENT APPROPRIATIONS  
 Cafr **31** UNCLASSIFIED UTILITY  
 Subsidiary **433** OFFICE SERVICES  
 Line Item **401** FURNITURE & FURNISHINGS  
 Sort Code **80** UNCLASSIFIED IN CAP

Budget Amount **.00**  
 Revised Budget **25,000.00**  
 Beginning Balance **25,000.00**  
 Prior YTD Expended **.00**  
 Curr. YTD Expended **.00**  
 Open Encumbered **20,398.30**  
 Ending Balance **4,601.70**

Year/Period **2012 / 12**  View in Ascending Order  
 View in Descending Order

Chg. Year/Period  /

New Acct. < Previous Next >

Double-Click On An Item Below To View All Details of Corresponding Transaction

| Cd | Per. | Date       | P.O.# | Vendor Name | Invoice# | Description   | Debit Amount | Credit Amount |
|----|------|------------|-------|-------------|----------|---------------|--------------|---------------|
| JE | 11   | 11/21/2012 |       |             |          | LINE TRANSFER | .00          | 25,000.00     |

Print Account

View Open Enc.

View Lgl. Line

SAVEON STAT. T/A MACO  
 1000 KENNEDY BLVD  
 UNION CITY NJ 07087  
 Ph: (201)867-3309 - Fx: (201)867-3911

\*\*\* QUOTATION \*\*\*  
 for account 102645  
 CITY OF JERSEY CITY  
 REAL ESTATE & MAILROOM  
 365 SUMMIT AVE 2ND FLOOR  
 JERSEY CITY, NJ. 07306  
 Attn: ANN MARIE MILLER

Quotation No.: Q3391 Page: 1  
 Prepared by...: RICKY REISSMAN  
 Date prepared: 11/26/12  
 Ref/P.O. #....: ANN MARIE MILLER  
 General Phone: (201)547-4868  
 Buyer Phone...: (201)547-5156  
 Fax.....: (201)547-6585

| Item Nbr. | Mfr Cde | Manufacturer Part Number | DESCRIPTION OF ITEM   | Unit UOM | Price  | Qty Reqd | Ex'tnd Price |
|-----------|---------|--------------------------|-----------------------|----------|--------|----------|--------------|
| 1         |         |                          | PEGGY/OTTO            |          |        |          |              |
| 2         |         |                          | PEGGY                 |          |        |          |              |
| 3         | HON     | HPC031R.....             | 66X30 MAIN DESK.....  | Ea       | 731.59 | 1        | 731.59       |
| 4         | HON     | HPC325L.....             | 42X24 RETURN.....     | Ea       | 498.86 | 1        | 498.86       |
| 5         | HON     | HPC634X.....             | 2-TIER LAT FILE.....  | Ea       | 532.74 | 1        | 532.74       |
| 6         | HON     | H1522.....               | CENTER DRAWER.....    | Ea       | 73.65  | 1        | 73.65        |
| 7         | HON     | H840000.....             | KEYBOARD TRAY.....    | Ea       | 198.86 | 1        | 198.86       |
| 8         | HON     | H2191.....               | SWIVEL CHAIR.....     | Ea       | 404.10 | 1        | 404.10       |
| 9         | HON     | H2194.....               | BLK FAB GUEST CHAIR.. | Ea       | 301.48 | 1        | 301.48       |
| 10        | HON     | H782LS.....              | 2-TIER LAT FILE.....  | Ea       | 355.00 | 1        | 355.00       |
| 11        | HON     | H51836.....              | 36" TOP.....          | Ea       | 162.03 | 1        | 162.03       |
| 12        | HON     | H784.....                | 4-TIER LAT FILE.....  | Ea       | 621.12 | 3        | 1863.36      |
| 13        |         |                          | PANELS                |          |        |          |              |
| 14        | HON     | HNR5536F....             | 55X36 PANEL GRADE III | Ea       | 156.06 | 1        | 156.06       |
| 15        | HON     | HNR5530F....             | 55X30 PANEL GRADE III | Ea       | 147.56 | 3        | 442.68       |
| 16        | HON     | HNR5542.....             | 44X42 PANEL GRADE III | Ea       | 174.42 | 1        | 174.42       |
| 17        | HON     | HNR.....                 | 3 WAY CONNECTOR.....  | Ea       | 0.00   | 1        | 0.00         |
| 18        | HON     | HNRC55.....              | 3 WAY CONNECTOR.....  | Ea       | 40.80  | 2        | 81.60        |
| 19        | HON     | HNREC.....               | BASE RAIL COVER.....  | Ea       | 8.16   | 3        | 24.48        |
| 20        |         |                          | OTTO                  |          |        |          |              |
| 21        | HON     | H38291RNS...             | 66X30 DESK.....       | Ea       | 585.28 | 1        | 585.28       |
| 22        | HON     | HVL712MM10..             | SWIVEL CHAIR.....     | Ea       | 199.84 | 1        | 199.84       |
| 23        |         |                          | TONY                  |          |        |          |              |
| 24        | HON     | H785LS.....              | 5-TIER LAT FILE.....  | Ea       | 819.48 | 1        | 819.48       |
| 25        | HON     | H7823.....               | TASK CHAIR GRADE IV.. | Ea       | 279.38 | 2        | 558.76       |
| 26        | HON     | H7805.....               | TASK STOOL GRADE IV.. | Ea       | 296.57 | 2        | 593.14       |
| 27        | HON     | HFC1830DLF..             | MACHINE STAND.....    | Ea       | 460.56 | 1        | 460.56       |
| 28        | HON     | H918560.....             | 60X18 TOP.....        | Ea       | 244.52 | 1        | 244.52       |
| 29        | HON     | HFC1830DLF..             | MAIL CENTER.....      | Ea       | 460.56 | 2        | 921.12       |
| 30        | HON     | H918560.....             | 60X18 TOP.....        | Ea       | 244.52 | 1        | 244.52       |
| 31        |         |                          | ANN MARIE'S OFFICE    |          |        |          |              |
| 32        | HON     | HPC031R.....             | 66X30 MAIN DESK.....  | Ea       | 731.59 | 1        | 731.59       |
| 33        | HON     | HPC325L.....             | 48X24 RETURN.....     | Ea       | 498.86 | 1        | 498.86       |
| 34        | HON     | H840000.....             | KEYBOARD TRAY.....    | Ea       | 198.86 | 1        | 198.86       |
| 35        | HON     | H1522.....               | CENTER DRAWER.....    | Ea       | 73.65  | 1        | 73.65        |
| 36        | HON     | HPC500K.....             | STACKON STOR HUTCH... | Ea       | 706.55 | 1        | 706.55       |
| 37        | HON     | H90057.....              | TACKBOARD.....        | Ea       | 122.75 | 1        | 122.75       |
| 38        | HON     | HPC634X.....             | 2-TIER LAT FILE.....  | Ea       | 532.74 | 2        | 1065.48      |
| 39        | HON     | HPTD048.....             | 48" TOP.....          | Ea       | 224.39 | 1        | 224.39       |

SAVEON STAT. T/A MACO  
 1000 KENNEDY BLVD  
 UNION CITY NJ 07087  
 Ph: (201)867-3309 - Fx: (201)867-3911

\*\*\* QUOTATION \*\*\*  
 for account 102645  
 CITY OF JERSEY CITY  
 REAL ESTATE & MAILROOM  
 365 SUMMIT AVE 2ND FLOOR  
 JERSEY CITY, NJ. 07306  
 Attn: ANN MARIE MILLER

Quotation No.: Q3391 Page: 2  
 Prepared by...: RICKY REISSMAN  
 Date prepared: 11/26/12  
 Ref/P.O. #...: ANN MARIE MILLER  
 General Phone: (201)547-4868  
 Buyer Phone...: (201)547-5156  
 Fax.....: (201)547-6585

| Item Nbr. | Mfr Cde                             | Manufacturer Part Number | DESCRIPTION OF ITEM   | Unit  | Price  | Qty Reqd | Ex'tndd Price |
|-----------|-------------------------------------|--------------------------|-----------------------|-------|--------|----------|---------------|
| 40        | HON                                 | HBLCY02.....             | BASE.....             | Ea    | 253.85 | 1        | 253.85        |
| 41        | HON                                 | H2191.....               | HIBACK SWIVEL CHAIR.. | Ea    | 404.10 | 1        | 404.10        |
| 42        | HON                                 | H2192.....               | BLK FAB SWIVEL CHAIRS | Ea    | 391.82 | 4        | 1567.28       |
| 43        | HON                                 | H2194.....               | GUEST CHAIR.....      | Ea    | 301.48 | 2        | 602.96        |
| 44        | FRONT RECEPTION AREA                |                          |                       |       |        |          |               |
| 45        | HON                                 | H107824.....             | 48X30 DESK.....       | Ea    | 311.79 | 1        | 311.79        |
| 46        | HON                                 | H5723.....               | TASK CHAIR.....       | Ea    | 147.80 | 1        | 147.80        |
| 47        | HON                                 | H5795.....               | ARMS.....             | Ea    | 31.92  | 1        | 31.92         |
| 48        | HON                                 | H4071.....               | GUEST CHAIRS(2PER CTN | Ct/Cs | 274.47 | 2        | 548.94        |
| 49        | HON CONTRACT #A81641                |                          |                       |       |        |          |               |
| 50        | PO SHOULD BE MADE OUT TO HON IN C/O |                          |                       |       |        |          |               |
| 51        | SAVEON STATIONARY T/A MACO          |                          |                       |       |        |          |               |
| 52        | HON                                 |                          |                       |       |        |          |               |
| 53        | 200 OAK STREET                      |                          |                       |       |        |          |               |
| 54        | MUSCATINE, IA 52761                 |                          |                       |       |        |          |               |

Sub-Total--> 18118.90  
 Sales Tax--> 0.00  
 Freight--> 0.00  
 Total Cost--> 18118.90

This Quotation is valid for 30 days through 12/26/12  
 Delivery: 30 days after receipt of Order  
 FOB Point: YOUR DOCK  
 If you have any questions regarding this Quotation  
 please call (201)867-3309 and ask for RICKY REISSMAN

SAVEON STAT. T/A MACO  
 1000 KENNEDY BLVD  
 UNION CITY NJ 07087  
 Ph: (201)867-3309 - Fx: (201)867-3911

\*\*\* QUOTATION \*\*\*  
 for account 102645  
 CITY OF JERSEY CITY  
 REAL ESTATE & MAILROOM  
 365 SUMMIT AVE 2ND FL  
 JERSEY CITY, NJ. 07306  
 Attn: ANN MARIE MILLER

Quotation No.: Q3392 Page: 1  
 Prepared by...: RICKY REISSMAN  
 Date prepared: 11/21/12  
 Ref/P.O. #...: ANN MARIE MILLER  
 General Phone: (201)547-4868  
 Buyer Phone...: (201)547-5156  
 Fax.....: (201)547-6585

| Item Nbr. | Mfr Cde | Manufacturer Part Number              | DESCRIPTION OF ITEM   | UOM | Unit Price | Qty Reqd | Ex'tndd Price |
|-----------|---------|---------------------------------------|-----------------------|-----|------------|----------|---------------|
| 1         | SAF     | 1859BL.....                           | STAND,MACHINE,BK..... | Ea  | 342.55     | 1        | 342.55        |
| 2         | SAF     | 9231GRR.....                          | ORGANIZER,60COMP,LTR, | Ea  | 486.85     | 1        | 486.85        |
| 3         |         | SAFCO CONTRACT #A81729                |                       |     |            |          |               |
| 4         |         | PO SHOULD BE MADE OUT TO SAFCO IN C/O |                       |     |            |          |               |
| 5         |         | SAVEON STATIONARY T/A MACO            |                       |     |            |          |               |
| 6         |         | SAFCO                                 |                       |     |            |          |               |
| 7         |         | 9300 WEST RESEARCH CENTER RD          |                       |     |            |          |               |
| 8         |         | MINNEAPOLIS,MN 55428                  |                       |     |            |          |               |

Sub-Total-->> 829.40  
 Sales Tax-->> 0.00  
 Freight-->> 0.00  
 Total Cost-->> 829.40

This Quotation is valid for 30 days through 12/21/12  
 Delivery: 30 days after receipt of Order  
 FOB Point: YOUR DOCK  
 If you have any questions regarding this Quotation  
 please call (201)867-3309 and ask for RICKY REISSMAN



# CONCEPTS OFFICE FURNISHINGS, INC.

280 North Midland Ave.  
Building J Unit 204  
Saddle Brook, NJ 07663

Telephone 201-727-9110  
Fax 201-727-9112  
Sales@ConceptsOffice.com

## Quotation

| Quote Number | Quote Date | Customer Order Number | Customer Number | Account Representative | Project Number |
|--------------|------------|-----------------------|-----------------|------------------------|----------------|
| 11297        | 12/17/2013 |                       | 3001            | BENJAMIN FONTANNE      |                |

**QUOTE TO:**  
 JEROME JAVIER  
 CITY OF JERSEY CITY  
 Division of Architecture  
 170 Route 490, 2nd Floor  
 Jersey City, NJ 07305

**SHIP TO:**  
 JOSEPH JAVIER  
 CITY OF JERSEY CITY  
 280 GROVE ST  
 Royal Estate  
 Jersey City, NJ 07302-3010

PI: 1.201.547.5900  
 FI: 1.201.547.5900

PI: 1.201.547.5900  
 FI: 1.201.547.5900

Terms: NET 10 DAYS

TAX NO: 22-6002011

| Line                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Quantity   | Catalog No./Description            | Unit Price | Extended Amount |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------|------------|-----------------|
| <p>FOR BUREAUCRATIC PURPOSES FINAL PAYING TO BE GIVEN UPON FABRIC, FINISH AND FURNITURE LAYOUT APPROVAL.</p> <p>*****</p> <p>DELIVERY AND INSTALLATION INCLUDED DURING NORMAL WORKING HOURS AND CONDITIONS.</p> <p>STANDARD LABOR WILL BE USED TO DO THE WORK.</p> <p>IF LOCAL TRADE UNIONS CLAIM THE JOB, UNION DIFFERENTIAL WILL BE APPLICABLE AT OUR PREVAILING RATES.</p> <p>ELECTRICAL AND COMMUNICATIONS WORK IS TO BE DONE BY OTHERS PRIOR TO OR AFTER INSTALLATION OF FURNITURE.</p> <p>WAITING TIME FOR OTHERS IS BILLABLE AT OUR PREVAILING RATES.</p> <p>LEAD TIME: 5-6 WEEKS AFTER RECEIPT OF ORDER BY MANUFACTURER.</p> <p>*****</p> <p>PRICING VALID TILL 12/27/13</p> |            |                                    |            |                 |
| BEG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Subsection | PEGGY<br>HPCOYR<br>GGX10 MAIN DESK | 700.12     | 700.12          |

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# CONCEPTS OFFICE FURNISHINGS, INC.

280 North Midland Ave  
 Building J Unit 204  
 Saddle Brook, NJ 07663

Telephone 201-727-9110  
 Fax 201-727-9112  
 Sales@ConceptsOffice.com

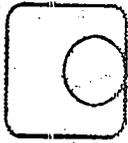
## Quotation

Page 2 of 5  
 (cont'd)

| Quote Number | Quote Date | Customer Order Number | Customer Number | Account Representative | Project Number |
|--------------|------------|-----------------------|-----------------|------------------------|----------------|
| 31287        | 10/14/04   |                       | 3000            | BENJAMIN PORTANNA      |                |

| Line | Quantity   | Catalog No./Description                         | Unit Price            | Extended Amount |
|------|------------|-------------------------------------------------|-----------------------|-----------------|
| 2    | 1          | HP3024<br>40X24 RETURN                          | 477.40                | 477.40          |
| 3    | 1          | HP2634X<br>2-TIER LAY FILE                      | 509.82                | 509.82          |
| 4    | 1          | H1300<br>CENTER DRAWER                          | 70.48                 | 70.48           |
| 5    | 1          | H240000<br>KEYBOARD TRAY                        | 190.30                | 190.30          |
| 6    | 1          | H2191<br>SWIVEL CHAIR<br>Grade 3 Fabric         | 344.89                | 344.89          |
| 7    | 1          | H2194<br>HIG BACK CHEST CHAIR<br>Grade 3 Fabric | 257.96                | 257.96          |
| 8    | 1          | HP2634<br>2-TIER LAY FILE                       | 392.82                | 392.82          |
| 9    | 1          | H2194B<br>76" SWIV.                             | 155.06                | 155.06          |
| 10   | 4          | H784<br>4-TIER LAY FILE                         | 594.40                | 1,783.20        |
|      |            |                                                 | Subsection Sub Total: | 4,882.05        |
|      |            |                                                 | NEW JERSEY NONEXEMPT: | 0.00            |
|      |            |                                                 | Subsection Total:     | 4,882.05        |
| END  | Subsection |                                                 |                       |                 |
| BEG  | Subsection |                                                 |                       |                 |
| 11   | 1          | HP2630P<br>20X30 PANEL GRADE III                | 215.67                | 215.67          |
| 12   | 3          | HP2630P<br>20X30 PANEL GRADE III                | 203.91                | 611.79          |
| 13   | 1          | HP2642<br>40X42 PANEL GRADE III                 | 241.05                | 241.05          |
| 14   | 1          | HNR<br>3-WAY CONNECTOR (INVAILED MODEL)         | 0.00                  | 0.00            |
| 15   | 2          | HP2630                                          | 56.39                 | 112.78          |

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# CONCEPTS OFFICE FURNISHINGS, INC.

280 North Midland Ave  
 Building J Unit 204  
 Saddle Brook, NJ 07663

Telephone 201-727-9110  
 Fax 201-727-9112  
 Sales@ConceptsOffice.com

## Quotation

Page 3 of 5  
 (cont'd)

| Quote Number | Quote Date | Customer Order Number | Customer Number | Account Representative | Project Number |
|--------------|------------|-----------------------|-----------------|------------------------|----------------|
| 41277        | 11.1.2012  |                       | 3000            | BENJAMIN FONTANA       |                |

| Line                  | Quantity   | Catalog No./Description                  | Unit Price | Extended Amount |
|-----------------------|------------|------------------------------------------|------------|-----------------|
| 16                    | 1          | 1 WAY CORNER<br>HARD<br>WAVE RAIL COVER. | 11.84      | 11.84           |
| Subsection Sub Total  |            |                                          |            | 11.84           |
| NEW JERSEY NONTAXABLE |            |                                          |            | 0.00            |
| Subsection Total      |            |                                          |            | 11.84           |
| END                   | Subsection |                                          |            |                 |
| BEG                   | Subsection | OTTO                                     |            |                 |
| 17                    | 1          | HARDWOOD<br>60X30 DESK                   | 569.19     | 569.19          |
| 18                    | 1          | HVL/10MM10<br>SWIVEL CHAIR               | 191.24     | 191.24          |
| Subsection Sub Total  |            |                                          |            | 760.43          |
| NEW JERSEY NONTAXABLE |            |                                          |            | 0.00            |
| Subsection Total      |            |                                          |            | 760.43          |
| END                   | Subsection |                                          |            |                 |
| BEG                   | Subsection | TONY                                     |            |                 |
| 19                    | 1          | H7451N<br>5 TIER LAY FILE                | 784.33     | 784.33          |
| 20                    | 1          | H7453<br>TANK CHAIR, GRADE IV            | 534.70     | 534.70          |
| 21                    | 2          | H7454<br>TASK STOOL GRADE IV             | 283.34     | 566.68          |
| 22                    | 1          | H7455<br>MAGNETIC STAND                  | 440.75     | 440.75          |
| 23                    | 1          | H7456<br>60X18 TOP                       | 234.00     | 234.00          |
| 24                    | 2          | H7457<br>MATH CENTER                     | 440.75     | 881.50          |
| 25                    | 1          | H7458<br>60X18 TOP                       | 234.00     | 234.00          |
| Subsection Sub Total  |            |                                          |            | 3,375.96        |

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# CONCEPTS OFFICE FURNISHINGS, INC.

260 North Midland Ave  
 Building J Unit 204  
 Saddle Brook, NJ 07663

Telephone 201-727-9110  
 Fax 201-727-9112  
 Sales@ConceptsOffice.com

## Quotation

Page 4 of 5  
 (cont'd)

| Quote Number | Quote Date | Customer Order Number | Customer Number | Account Representative | Project Number |
|--------------|------------|-----------------------|-----------------|------------------------|----------------|
| 34500        | 1/7/12     |                       | 0000            | BENJAMIN FONTANA       |                |

| Line | Quantity   | Catalog No./Description                         | Unit Price | Extended Amount |
|------|------------|-------------------------------------------------|------------|-----------------|
|      |            | NEW JERSEY NONTAXABLE                           |            | 0.00            |
|      |            | Subsection Total                                |            | 3,675.88        |
| END  | Subsection |                                                 |            |                 |
| BEG  | Subsection | ANN MARIE'S OFFICE                              |            |                 |
| 26   | 1          | HPC351R<br>60X 60 MAIN DESK                     | 700.12     | 700.12          |
| 27   | 1          | HPC375L<br>48X24 RETURN                         | 477.40     | 477.40          |
| 28   | 1          | H240010<br>ENTRANCE TRAY                        | 190.30     | 190.30          |
| 29   | 1          | H15 21<br>CENTER DRAWER                         | 70.46      | 70.46           |
| 30   | 1          | HPC100R<br>STACION STUB HUTCH                   | 676.16     | 676.16          |
| 31   | 1          | H000 57<br>TACKBOARD                            | 117.47     | 117.47          |
| 32   | 2          | HPC334E<br>2-TIER LAT FILE                      | 509.82     | 1,019.64        |
| 33   | 1          | HPC000R<br>48" TYP.                             | 214.72     | 214.72          |
| 34   | 3          | ADJCK02<br>BASE (DISCONTINUED 12/11/11)         | 0.00       | 0.00            |
| 35   | 1          | H2101<br>HIVACK SWIVEL CHAIR<br>GRADE 3 FABRIC  | 244.89     | 244.89          |
| 36   | 1          | H2192<br>BLK FAB SWIVEL CHAIR<br>GRADE 3 FABRIC | 1,349.08   | 1,349.08        |
| 37   | 2          | H0104<br>GUEST CHAIR<br>GRADE 3 FABRIC          | 257.96     | 515.92          |
|      |            | Subsection Sub Total                            |            | 5,667.89        |
|      |            | NEW JERSEY NONTAXABLE                           |            | 0.00            |
|      |            | Subsection Total                                |            | 5,667.89        |
| END  | Subsection |                                                 |            |                 |

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# CONCEPTS OFFICE FURNISHINGS, INC.

280 North Midland Ave  
 Building J Unit 204  
 Saddle Brook, NJ 07663

Telephone 201-727-9110  
 Fax 201-727-9112  
 Sales@ConceptsOffice.com

## Quotation

Page 5 of 5  
 (cont'd)

| Quote Number | Quote Date | Customer Order Number | Customer Number | Account Representative | Project Number |
|--------------|------------|-----------------------|-----------------|------------------------|----------------|
| 51277        | 10/27/2012 |                       | JOB2            | BENJAMIN FONTAINE      |                |

| Line | Quantity   | Catalog No./Description                             | Unit Price | Extended Amount |
|------|------------|-----------------------------------------------------|------------|-----------------|
| BEG  | Subsection | FRONT RECEPTION AREA                                |            |                 |
| 39   | 1          | H107824<br>48X30 DESK                               | 299.37     | 299.37          |
| 40   | 1          | H0723<br>TASK CHAIR<br>GRADE 3 FABRIC               | 126.40     | 126.40          |
| 40   | 1          | H0795<br>ARM                                        | 30.54      | 30.54           |
| 41   | 2          | H4071<br>LARGE CHAIRS (2 PER CTN)<br>GRADE 3 FABRIC | 262.66     | 525.32          |
|      |            | Subsection Sub Total                                |            | 981.63          |
|      |            | NEW JERSEY NONTAXABLE                               |            | 0.00            |
|      |            | Subsection Total                                    |            | 981.63          |
| END  | Subsection |                                                     |            |                 |

### QUOTATION TOTALS

|                                         |                  |
|-----------------------------------------|------------------|
| Sub Total                               | 17,172.22        |
| CONCEPTS Delivery and Removal of Debris | 275.00           |
| CONCEPTS Installation                   | 2,080.00         |
| NEW JERSEY NONTAXABLE                   | 0.00             |
| <b>Grand Total</b>                      | <b>19,527.22</b> |

\*\*\*\*\*End of Quotation\*\*\*\*\*

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

City Clerk File No. Res. 12-877

Agenda No. 10.Z.16

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HIGH POINT SOLUTIONS, INC FOR THE DELIVERY AND SUPPLY OF CISCO NETWORK EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

**COUNCIL**

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

**WHEREAS**, there exists a need for **Cisco Catalyst Modules for the E-911 System for the Department of Police**; and

**WHEREAS**, pursuant to the Local Public Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts; and

**WHEREAS**, High Point Solutions, Inc. , 5 Gail Court , Sparta, NJ 07871 is an authorized dealer and distributor of Cisco being in possession of State Contract A73979, will deliver and supply Cisco Catalyst Modules in the total amount of Twenty Seven Thousand, Nine Hundred (\$27,900.00) Dollars; and

**WHEREAS**, the sum of Twenty Seven Thousand, Nine Hundred (\$27,900.00) Dollars; is available in the 2012 budget in Account No. 02-213-40-890-405; and

**WHEREAS**, these funds are available for this expenditure in the Account shown below

**Department of Administration/Information Technology**

| Acct No.          | P.O #  | State Contract | Amount      |
|-------------------|--------|----------------|-------------|
| 02-213-40-890-405 | 108349 | A73979         | \$27,900.00 |

**WHEREAS**, the City's Director of Purchasing has certified that he considers the amount to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **High Point Solutions, 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 receive the material pursuant to the contract, that the same has been received and that 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**, this contract shall be subject to the condition that the vendor/contractor 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 be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that 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

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HIGH POINT SOLUTIONS, INC FOR DELIVERY AND SUPPLY OF CISCO NETWORK EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor 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 be it further

**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, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account 04-215-55-920-990.

**Department of Administration/Information Technology**

| Acct No.          | P.O #  | State Contract | Amount      |
|-------------------|--------|----------------|-------------|
| 02-213-40-890-405 | 108349 | A73979         | \$27,900.00 |

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/12/12

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

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

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

**Notice of Award  
Term Contract(s)**

**M-7000  
DATA COMM. & NETWORK EQUIPMENT**

|                          |
|--------------------------|
| Vendor Information       |
| Authorized Dealers       |
| By Vendor                |
| Email to MARIANNE BIXLER |

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- NOA Text & Method of Operation Adobe PDF (239 kb)
- State Contract Manager Adobe PDF (16 kb)
- Amendment #1 - Contract Extension #1 to 5/31/2012 Adobe PDF (18 kb)
- Amendment #2 - Contract Assignment Adobe PDF (17 kb)
- Amendment #3 - Contract Extension #2 to 10/31/2012 Adobe PDF (14 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

|                                    |                                |
|------------------------------------|--------------------------------|
| <b>Index #:</b>                    | M-7000                         |
| <b>Contract #:</b>                 | VARIOUS                        |
| <b>Contract Period:</b>            | FROM: 04/20/09 TO: 11/30/12    |
| <b>Applicable To:</b>              | ALL STATE AGENCIES             |
| <b>Cooperative Purchasing:</b>     | POLITICAL SUBDIVISIONS*        |
| <b>Vendor Name &amp; Address:</b>  | SEE VENDOR INFORMATION SECTION |
| <b>For Procurement Bureau Use:</b> |                                |
| <b>Solicitation #:</b>             | 21015                          |
| <b>Bid Open Date:</b>              | 00/00/00                       |
| <b>CID #:</b>                      |                                |
| <b>Commodity Code:</b>             | -                              |
| <b>Set-Aside:</b>                  | NONE                           |

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination  
 B. Method of Operation - State Agencies Only:  
**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
 PO Box 230  
 Trenton, NJ 08625  
 (609) 984-7047

| In the event of an emergency, contact the following in the order listed: |                        |                 |
|--------------------------------------------------------------------------|------------------------|-----------------|
| MARIANNE BIXLER                                                          | PROCUREMENT SPECIALIST | 609-292-2194    |
|                                                                          |                        |                 |
|                                                                          |                        |                 |
|                                                                          | <b>PUB DATE:</b>       | <b>10/31/12</b> |

|                                                                                     |                                                               |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>                                                   | CISCO SYSTEMS INC<br>170 WEST TASMAN DR<br>SAN JOSE, CA 95134 |
| <b>Contact Person:</b>                                                              | MIKE SLOAN                                                    |
| <b>Contact Phone:</b>                                                               | 732-635-4346                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                  |
| <b>Contract#:</b>                                                                   | 73979                                                         |
| <b>Expiration Date:</b>                                                             | 11/30/12                                                      |
| <b>Terms:</b>                                                                       | NONE                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                               |
|                                                                                     |                                                               |

| <b>AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS</b> |                                                                                                        |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Contract#:</b> 73979                                                  | <b>Title:</b> DATA COMM. & NETWORK EQUIPMENT                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | ASPIRE TECHNOLOGY PARTNERS<br>100 VILLAGE COURT 3FL<br>HAZELET NJ 07730                                |
| <b>Contact Person:</b>                                                   | JOHN C HARRIS                                                                                          |
| <b>Contact Phone:</b>                                                    | 732-847-9600                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | BLUEWATER COMMUNICATIONS<br>110 PARKWAY DRIVE S<br>HAUPPAUGE NY 11788-2012                             |
| <b>Contact Person:</b>                                                   | DONALD PARKES                                                                                          |
| <b>Contact Phone:</b>                                                    | 732-635-2583                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br>VERNON HILLS IL 60061-9740                                |
| <b>Contact Person:</b>                                                   | CHRIS POPIELSKI                                                                                        |
| <b>Contact Phone:</b>                                                    | 800-808-4239                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | CONTINENTAL RESOURCES INC<br>27 WORLDS FAIR DR<br>SOMERSET NJ 08873                                    |
| <b>Contact Person:</b>                                                   | LOU DEMARCO                                                                                            |
| <b>Contact Phone:</b>                                                    | 732-748-3630                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | DIMENSION DATA NA<br>11006 RUSHMORE DR/STE 300<br>CHARLOTTE NC 28277                                   |
| <b>Contact Person:</b>                                                   | ED ACKER                                                                                               |
| <b>Contact Phone:</b>                                                    | 704-969-2200                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | DYNTEK<br>1120 ROUTE 73/STE 100<br>MOUNT LAUREL NJ 08054                                               |
| <b>Contact Person:</b>                                                   | DEBORA HARTMAN                                                                                         |
| <b>Contact Phone:</b>                                                    | 856-834-1139                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | EPLUS TECHNOLOGY INC<br>133 GAITHER DR/STE 133-C<br>MT LAUREL NJ 08054                                 |
| <b>Contact Person:</b>                                                   | KEN OGBORN                                                                                             |
| <b>Contact Phone:</b>                                                    | 609-528-8920                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | HIGH POINT SOLUTIONS<br>5 GAIL COURT<br>SPARTA NJ 07871                                                |
| <b>Contact Person:</b>                                                   | MICHAEL MENDIBURU                                                                                      |
| <b>Contact Phone:</b>                                                    | 973-940-0040                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | JOHNSTON COMMUNICATION<br>322 BELLEVILLE TURNPIKE<br>NORTH ARLINGTON NJ 07031                          |
| <b>Contact Person:</b>                                                   | PHILIP JOHNSTON                                                                                        |
| <b>Contact Phone:</b>                                                    | 201-991-7400                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | MILLENNIUM COMMUNICATIONS GRP<br>11 MELANIE LANE UNIT 13<br>EAST HANOVER NJ 07936                      |
| <b>Contact Person:</b>                                                   | GARY W HARTWIG                                                                                         |
| <b>Contact Phone:</b>                                                    | 973-503-1313                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | NWN CORPORATION<br>130 GAITHER DR/STE 100<br>MT LAUREL NJ 08054                                        |
| <b>Contact Person:</b>                                                   | CHARLES FREEMAN                                                                                        |
| <b>Contact Phone:</b>                                                    | 856-914-5605                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | OFFICE BUSINESS SYSTEMS HOLDNG<br>OFFICE BUSINESS SYSTEMS<br>600 M RYERSON RD<br>LINCOLN PARK NJ 07035 |
| <b>Contact Person:</b>                                                   | DOUGLAS H SMITH                                                                                        |
| <b>Contact Phone:</b>                                                    | 973-575-6550                                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | PROMEDIA TECHNOLOGY SVCS INC<br>535 US HIGHWAY 46<br>LITTLE FALLS NJ 07424                             |
| <b>Contact Person:</b>                                                   | WM PAUL NOLAN                                                                                          |
| <b>Contact Phone:</b>                                                    | 973-253-7600                                                                                           |

|                                               |                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------|
| <b>Dealer/Distributor Name &amp; Address:</b> | RFP SOLUTIONS INC<br>10-F GREENWOOD AVE<br>WOODBURY NJ 08096                     |
| <b>Contact Person:</b>                        | ALFRED J PALUMBO                                                                 |
| <b>Contact Phone:</b>                         | 609-686-0888                                                                     |
| <b>Dealer/Distributor Name &amp; Address:</b> | TRANS TEC LLC<br>45 COLUMBIA RD<br>SOMERVILLE NJ 08876                           |
| <b>Contact Person:</b>                        | MICHELLE KRAMER                                                                  |
| <b>Contact Phone:</b>                         | 908-253-0500                                                                     |
| <b>Dealer/Distributor Name &amp; Address:</b> | VERIZON NETWORK<br>INTEGRATION CORP<br>201 CENTENNIAL AVE<br>PISCATAWAY NJ 08854 |
| <b>Contact Person:</b>                        | VICTOR SAVOIA                                                                    |
| <b>Contact Phone:</b>                         | 856-661-4143                                                                     |

| Vendor: CISCO SYSTEMS INC |                                                                                                                                                                                                                                                                                                                                                                                                                           | Contract Number: 73979 |      |            |            |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------|------------|------------|
| LINE#                     | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                    | EST QUANTITY           | UNIT | % DISCOUNT | UNIT PRICE |
| 00001                     | COMM CODE: 206-64-077584<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 1 - ROUTERS; BRIDGES; MODEMS; SERIAL INTERFACE CARDS; WAN INTERFACE CARDS (WIC); TRANCEIVERS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                | 1.000                  | EACH | NET        | N/A        |
| LINE#                     | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                    | EST QUANTITY           | UNIT | % DISCOUNT | UNIT PRICE |
| 00002                     | COMM CODE: 206-64-077625<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 2 - SWITCHES; NETWORK ADAPTORS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                                                              | 1.000                  | EACH | NET        | N/A        |
| LINE#                     | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                    | EST QUANTITY           | UNIT | % DISCOUNT | UNIT PRICE |
| 00003                     | COMM CODE: 206-64-077626<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 3 - WIRELESS ETHERNET; ALL WIRELESS PRODUCTS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                                                | 1.000                  | EACH | NET        | N/A        |
| LINE#                     | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                    | EST QUANTITY           | UNIT | % DISCOUNT | UNIT PRICE |
| 00004                     | COMM CODE: 206-64-077627<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 4 - SECURITY EQUIPMENT & SOLUTIONS<br>FIREWALLS; DOMAIN NAME SYSTEM (DNS) SERVER; NETWORK ALARM SYSTEMS; SECURE SOCKET LAYER (SSL); VIRTUAL PRIVATE NETWORK (VPN) APPLIANCE<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO | 1.000                  | EACH | NET        | N/A        |
| LINE#                     | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                    | EST QUANTITY           | UNIT | % DISCOUNT | UNIT PRICE |
| 00005                     | COMM CODE: 206-64-077628<br>[COMPUTER HARDWARE AND                                                                                                                                                                                                                                                                                                                                                                        | 1.000                  | EACH | NET        | N/A        |

|       | PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 5 - MONITORING AND<br>MANAGEMENT<br>SOLUTIONS; NETWORK MANAGEMENT<br>APPLIANCES<br>FOR FURTHER INFORMATION<br>REGARDING<br>PRODUCTS INCLUDED IN THIS AREA,<br>PLEASE<br>REFER TO THE METHOD OF<br>OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                           |                 |      |               |            |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|---------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                              | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00006 | COMM CODE: 206-64-077629<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 6 - OTHER NETWORK-CENTRIC<br>SOLUTIONS<br>FOR FURTHER INFORMATION<br>REGARDING<br>PRODUCTS INCLUDED IN THIS AREA,<br>PLEASE<br>REFER TO THE METHOD OF<br>OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                              | 1.000           | EACH | NET           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                              | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00007 | COMM CODE: 206-64-077630<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 7 - MULTI-FUNCTION<br>SOLUTIONS, WHICH<br>INCLUDES PRODUCTS THAT ARE<br>MERGING INTO<br>MULTI-FUNCTION PLATFORMS<br>FOR FURTHER INFORMATION<br>REGARDING<br>PRODUCTS INCLUDED IN THIS AREA,<br>PLEASE<br>REFER TO THE METHOD OF<br>OPERATION<br>DELIVERY: 30 DAYS ARO                    | 1.000           | EACH | NET           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                              | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00008 | COMM CODE: 206-64-077631<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 8 - DENSE WAVE NETWORKING<br>SYSTEMS<br>INCLUDES WAVELENGTH-DIVISION<br>MULTIPLEXING (WDM) OR DIVISIONAL<br>WDM<br>(DWDM) PRODUCTS.<br>FOR FURTHER INFORMATION<br>REGARDING<br>PRODUCTS INCLUDED IN THIS AREA,<br>PLEASE<br>REFER TO THE METHOD OF<br>OPERATION<br>DELIVERY: 30 DAYS ARO | 1.000           | EACH | NET           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                              | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00009 | COMM CODE: 206-64-077632<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 9 - OPTICAL/SONET<br>NETWORKING SYSTEM<br>FOR FURTHER INFORMATION<br>REGARDING<br>PRODUCTS INCLUDED IN THIS AREA,                                                                                                                                                                        | 1.000           | EACH | NET           | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00010 | PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO<br>COMM CODE: 206-64-077633<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br>ITEM DESCRIPTION:<br>AREA 10 - APPLICATION FRONT END PRODUCTS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                       | 1.000        | EACH | NET        | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00011 | COMM CODE: 920-37-077634<br>[DATA PROCESSING, COMPUTER, PROGRAMMING, ...]<br>ITEM DESCRIPTION:<br>NETWORK-RELATED SERVICES SUCH AS:<br>NETWORK-CENTRIC DESIGN AND PLANNING;<br>NETWORK-CENTRIC INSTALLATION, CONFIGURATION OR MIGRATION;<br>NETWORK TESTING; NETWORK MAINTENANCE OR WARRANTY<br>NETWORK TECHNICAL SUPPORT;<br>NETWORK TRAINING<br>DELIVERY: 30 DAYS ARO | 1.000        | EACH | NET        | N/A        |

Cisco items to be purchased via Cisco WSCA MA# AR-233 New Jersey PA #73979 Contracts

Thanks  
REX

---

**From:** John Tkaczyk [mailto:JTkaczyk@NJJCPS.ORG]

**Sent:** Monday, November 19, 2012 12:27 PM

**To:** Rex Parkinson

**Subject:** State Contract

Rex;

What is your state contract number? We are processing the quote for the fiber cards.

John

## Patrice Lambert

---

**From:** Elyse Jordan-Gibbs [EJordan-Gibbs@NJJCPS.ORG]  
**Sent:** Monday, November 26, 2012 10:39 AM  
**To:** Patrice Lambert  
**Subject:** RE: State Contract

I'm sorry Sweetie, Yes it was GREAT!! That's my favorite holiday!! Hope you and your family had a Blessed Thanksgiving also!

The req # is 0160002 for \$27,900.00 High Point Solutions Inc.

---

**From:** Patrice Lambert [mailto:LambertP@jcnj.org]  
**Sent:** Monday, November 26, 2012 10:23 AM  
**To:** Elyse Jordan-Gibbs  
**Subject:** RE: State Contract

Hey Elyse

I hope you had a very blessed Thanksgiving..... Can you give me a Req #?

Patrice Lambert, Principal Buyer, RPPS  
City of Jersey City \* Division of Purchasing  
1 Journal Square Plaza, 2nd Floor  
Jersey City, NJ 07306  
Phone #: 201-547-4694  
Fax #: 201-547-6585  
Main #: 201-547-5156  
Email: [Lambertp@jcnj.org](mailto:Lambertp@jcnj.org)

*SAVE THE TREES  
Print Only If Necessary*

---

**From:** Elyse Jordan-Gibbs [mailto:EJordan-Gibbs@NJJCPS.ORG]  
**Sent:** Wednesday, November 21, 2012 11:31 AM  
**To:** Patrice Lambert  
**Subject:** FW: State Contract

Hey Patrice, please advise if this information works. John Tkaczyk is saying this is the State Contract info??

---

**From:** John Tkaczyk  
**Sent:** Wednesday, November 21, 2012 11:23 AM  
**To:** Elyse Jordan-Gibbs  
**Subject:** FW: State Contract

Here is the state contract info for Highpoint. We can use the contracts listed below for the purchase.

---

**From:** Rex Parkinson [mailto:rparkinson@highpoint.com]  
**Sent:** Wednesday, November 21, 2012 11:12 AM  
**To:** John Tkaczyk  
**Subject:** RE: State Contract

John,

Sorry for delay !

## Patrice Lambert

---

**From:** Elyse Jordan-Gibbs [EJordan-Gibbs@NJJCPS.ORG]  
**Sent:** Friday, November 16, 2012 10:27 AM  
**To:** Patricia Vega; Patrice Lambert  
**Subject:** Requisition #0160002  
**Attachments:** Department Requisition for \$27,900.00 to High point Solutions for E911 Memory System Req # 0160002.pdf

**Importance:** High

Good Morning Pat/Patrice:

Please find attached requisition in the amount of \$27,900.00 and Pay to Play Docs in regards to the purchase of E-911 Catalyst modules. Please urgently issue a PO against grant account 02-213-40-890-405. Also please avoid vendor substitution as this is the vendor that the Jersey City Police Department IT division normally uses for the e-911 system.

If any additional information or documents are required please urgently contact me so that project can be completed in an expedient fashion.

Thanking you in advance for your cooperation and handling of this item

Mrs Elyse Jordan Gibbs  
Jersey City Police Department, Police Grants  
Supervising Analyst Grant Application Program Monitor Manager  
(201) 547-5413  
(201) 547-5213 Fax



The Trusted Network and IT Solutions Provider

5 Gail Court  
Sparta, NJ 07871  
973.940.0400  
www.highpoint.com

**Quotation for:**

Company:  
Contact:  
Email:  
Phone:  
Fax:

CITY OF JARVIS CITY POLICE DEPARTMENT  
John Traczka  
jtraczka@cityofjarvis.org

Quotation Number: JCPD092712  
Date: September 27, 2012

Sales Person: Rex Parkinson  
Phone: 973.940.8852  
Cell: 908.228.1492  
email: rparkinson@highpoint.com

Freight On Board: Origin  
Terms: NET30  
Warranty: Manufacturer

**Price Quote**

| Item # | Mfr.  | Part Number      | Description                                                 | Qty. | List Price   | Unit Price   | Ext Price    |
|--------|-------|------------------|-------------------------------------------------------------|------|--------------|--------------|--------------|
| 1      | Cisco | WS-X6716-10T-3C= | Catalyst 6500 16-port 10GbE 10GBASE-T module w/DFC3 (spare) | 2    | \$ 22,500.00 | \$ 13,950.00 | \$ 27,900.00 |
| 2      | Cisco | WS-F6700-DFC3C   | Catalyst 6500 Dist Fwd Card for WS-X67xx modules            | 2    | \$ -         | \$ -         | \$ -         |
| 3      | Cisco | WS-X6716-10T     | Catalyst 6500 16 ports 10 G BaseT Roadrunner                | 2    | \$ -         | \$ -         | \$ -         |

\* Sub Total: \$ 27,900.00  
Shipping & Handling: \$ -  
Sales Tax: \$ -  
Total: \$ 27,900.00

Quote valid for 30 days.

Notes:  
1) Lead time 21-27 days  
2) Shipping to be determined  
3)

Req 0160002

# JERSEY CITY POLICE DEPARTMENT DEPARTMENT REQUISITION

Date: October 11, 2012

The following supplies are required for use by the  
**COMPUTER UNIT** at the following locations:

Computer Unit - JCPSCC, 73-85 Bishop Street

| Item No.            | Quantity: | Article:                                                                                  | Remarks/Price: |
|---------------------|-----------|-------------------------------------------------------------------------------------------|----------------|
| 1                   | 2         | Catalyst 6500 16-Port 10GbE 10GBASE-T<br>Module w/DFC3 (spare) Cisco WS-X6716-<br>10T-3C= |                |
| 2                   | 2         | Catalyst 6500 Dist Fwd Card for WS-X67xx<br>modules Cisco WS-F6700-DFC3C                  |                |
| 3                   | 2         | Catalyst 6500 16 ports 10 G base T<br>Roadrunner Cisco WS-X6716-10T                       |                |
| Total:              |           |                                                                                           | \$27,900.00    |
| Vendor:             |           |                                                                                           |                |
| Highpoint Solutions |           |                                                                                           |                |
| 5 Gail Court        |           |                                                                                           |                |
| Sparta, NJ 07871    |           |                                                                                           |                |
| Phone# 973-940-0400 |           |                                                                                           |                |
| Attn: Rex Parkinson |           |                                                                                           |                |

Comments:

Requested By:

Approved By:

Chief of Police:

Director of Police:

*[Handwritten signatures and initials]*  
10/22/12

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO 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): \_\_\_\_\_

Representative's Signature: Sandra Curran

Name of Company: Acme Point

Tel. No.: 973-540-0040 Date: 10-26-72

**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).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund                  |
| Friends of Kallmah H. Ahmad             | The Election Fund of Steven Fulop      |
| Election Fund of Radames Velazquez Jr.  | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano            |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013                   |
| Friends of Nidia R. Lopez               |                                        |

**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              |
|------------------------------|---------------------------|
| MICHAEL MENDIBURU            | 5 Canal Court, Sparta, NJ |
| THOMAS MENDIBURU             | " " " " " "               |
|                              |                           |
|                              |                           |
|                              |                           |
|                              |                           |
|                              |                           |
|                              |                           |

**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: West Point Solutions  
 Signed: [Signature] Title: CFO  
 Print Name: Sandra Curran Date: 10-26-12

Subscribed and sworn before me this 16 day of October, 2012  
[Signature]  
 My Commission expires:

[Signature]  
 (Affiant)  
Sandra Curran  
 (Print name & title of affiant) (Corporate Seal)

**HELENE M. JARECKI**  
 Notary Public, State of New Jersey  
 My Commission Expires  
**March 25, 2017**

**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)

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/lfns/lfmenu.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. 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.**

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."

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:

Jeanne 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@icnj.org

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 Services Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable 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, race, color, national origin, ancestry, marital status, affectional or sexual orientation 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

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

The contractor and the Passport of West Point Station, (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.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the employee named above is employed by the Department of the Interior, Bureau of Land Management, in accordance with the provisions of the Civil Service Reform Act of 1978, and that this employee is eligible for the position of _____ in accordance with the provisions of the Civil Service Reform Act of 1978.

Signature _____

VOID

VOID



DATE: _____

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209
Telephone No. (609) 282-6476

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT ECO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. NO. OR SOCIAL SECURITY 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYERS IN THIS ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE IF THE COMPANY: SINGLE ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE

Official's Name	DATE RECEIVED	ISSUE DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN ECO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEES BREAKDOWN									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous report (and Temporary & Part-time Employees)													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR SEX/GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From _____ To _____

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO. DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
 PINK - PUBLIC AGENCY; GOLD - VENDOR

Certification 243

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 NOV-2008 to 15 NOV-2015

HIGH POINT SOLUTIONS, INC
5 GAIL COURT
SPARTA NJ 07871



A handwritten signature in black ink, appearing to be "D. A. P.", written over a horizontal line.

State Treasurer

AA 302

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-7~~ 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)

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 High Point Solutions (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 10-26-12 (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 High Point Solutions (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: High Point Solutions

Signed: [Signature] Title: CEO

Print Name: Sandra Curran Date: 10-26-12

Subscribed and sworn before me  
this 26<sup>th</sup> day of Oct, 2012

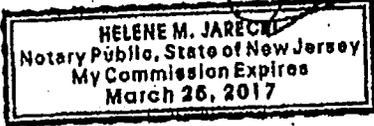
My Commission expires:

[Signature]

[Signature]

(Affiant)

Sandra Curran, CEO  
(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 bid proposal.

Business Name: High Point Solutions

Address: 5 Gail Court Sparta

Telephone No.: 973-940-6511

Contact Name: High Point Solutions - Sandra Curran

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.

DIVISION OF PURCHASING COPY

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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 applicable 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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 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.

Representative's Name/Title (Print): Sandra Curran

Representative's Signature: [Signature]

Name of Company: High Point Solutions

Tel. No.: 973-940-6511 Date: 10-26-12

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

The contractor and the CFD of High Point (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 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: Sandra Curran CFD

Representative's Signature: [Signature]

Name of Company: High Point Solutions

Tel. No.: 973-940-6511

Date: 10-29-12

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."

City Clerk File No. Ord. 09-096

Agenda No. 3.E 1st Reading

Agenda No. 4.E 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-096

TITLE: REDEVELOPMENT PAY-TO-PLAY REFORM ORDINANCE

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, it has become more frequent for developers, sometimes at the request of candidates for local elected office or political party officials, to make substantial political contributions to the election campaigns for local government offices, and to the political parties which support them; and

WHEREAS, the local government officials are, once elected, responsible for deciding the terms of a redevelopment agreement; and

WHEREAS, political contributions from developers entering into agreements for redevelopment projects approved by the elected officials who receive such contributions raise reasonable concerns on the part of taxpayers and residents as to their trust in the process of local redevelopment, including but not limited to redevelopment decisions on tax abatements, zoning densities, publicly funded infrastructure improvements, and acquisition of property rights pursuant to eminent domain; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* provides a mechanism to empower and assist local governments in efforts to promote programs for redevelopment; and

WHEREAS, N.J.S.A. 40A:12A-8 allows municipalities or a designated redevelopment entity to enter into agreements with developers for planning, re-planning, construction or undertaking of any project or redevelopment work without public bidding and at such prices and upon such terms as it deems reasonable within areas designated for redevelopment; and

WHEREAS, N.J.S.A. 40A:12A-11 provides that redevelopment entities are instrumentalities of the municipality; and

WHEREAS, both the exceptions to the Open Public Meetings Act, more specifically N.J.S.A. 10:4-12b and N.J.S.A. 40A:12A-8, provide that negotiations for such agreements can be conducted in executive session, provided the full terms of any such agreements are discussed and approved in open session; and

WHEREAS, the City of Jersey City has previously or may declare certain areas of Jersey City to be Areas in Need of Redevelopment under the Local Redevelopment and Housing Law, and has or may adopt a Redevelopment Plan; and

WHEREAS, given the potential of negotiating with private parties or developers and the entering into agreements with such developers without a formal public bidding process, as permitted by the Local Redevelopment and Housing Law, it is necessary to establish certain limitations on political contributions which may undermine public confidence in any redevelopment effort; and

WHEREAS, the restriction against local political contributions contained herein does not impair in any way the remaining opportunities for such developers to speak, write and publish their sentiments about local elections and candidates or to volunteer or associate with campaigns of their own choosing; and

THEREFORE, be it ordained by the Council of the City of Jersey City, in the County of Hudson and State of New Jersey, that the policy of the City of Jersey City will be to create such a regulation which states that any entity or individual seeking to enter into a redevelopment agreement or amendment thereto, or is otherwise seeking to obtain rights to develop pursuant to a redevelopment agreement, who makes political contributions to Jersey City elected officials and local and county political committees, will be ineligible to receive such agreements, or rights from the City of Jersey City.

**SECTION 1 - PROHIBITION OF ENTERING INTO OR AMENDING REDEVELOPMENT AGREEMENTS WITH CERTAIN CONTRIBUTORS**

(a) Any other provision of law to the contrary notwithstanding, the City of Jersey City or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement, amend an agreement, or otherwise contract with any redeveloper, as defined in section (c) below, for the planning, re-planning, construction or undertaking of any redevelopment project, including the acquisition or leasing of any public property in conjunction with the redevelopment of any area within the City of Jersey City pursuant to the Local Redevelopment and Housing Law, if that redeveloper has made any "contribution" (as such term is defined at N.J.A.C. 19:25-1.7, which definition includes loans, pledges and in-kind contributions) (hereinafter "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 arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the City of Jersey City, 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, or (iv) to any "PAC", during the applicable time period which, for purposes of this section, shall be defined as *three (3) months prior to applying to enter into the redevelopment agreement, amended agreement, or contract* (hereinafter "agreement").

(b) All redevelopment agreements or amendments thereto entered into by the City of Jersey City shall contain a provision prohibiting developers, as defined in section (c) below, to 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 arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the City of Jersey City, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any "PAC", between application to enter into a redevelopment project and the later of the termination of negotiations or rejection of any proposal, or the completion of all matters or time period specified in the redevelopment agreement.

(c) As defined in N.J.S.A. 40A:12A-3, a "redeveloper" means any person, firm, corporation, partnership, limited liability company, organization, association, or public body that shall enter into or propose to enter into an agreement with a municipality or other redevelopment entity for the redevelopment or rehabilitation of an area in need of redevelopment, or an area in need of rehabilitation, or any part thereof, under the provisions of this act, or for any construction or other work forming part of a redevelopment or rehabilitation project. For the purposes of this ordinance the definition of redeveloper also includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust as well as partners and officers of the redeveloper and any affiliates or subsidiaries directly controlled by the redeveloper. Spouses and any child/children shall also be included.

(d) For the purposes of this section, the office that is considered to have responsibility for arranging and entering into the redevelopment agreement under the Act shall be (i) the Jersey City City Council if the redevelopment agreement requires approval or appropriation from the Council or a public officer who is responsible for arranging and entering into the redevelopment agreement if that public officer is appointed by the Council, or (ii) the Mayor of Jersey City if the redevelopment agreement requires the approval of the Mayor or a public officer who is responsible for arranging and entering into the redevelopment agreement if that public officer is appointed by the Mayor, or (iii) a designated redevelopment entity, if the redevelopment agreement requires the approval of the redevelopment entity.

**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 - CONTRIBUTION STATEMENT OF REDEVELOPER; NOTICE GIVEN BY MUNICIPALITY**

(a) Prior to arranging and entering into the redevelopment agreement with any redeveloper, the City of Jersey City or any of its purchasing agents or agencies or independent authorities, as the case may be, shall receive a sworn statement from the redeveloper (i) that the redeveloper has not made any contribution in violation of Section 1(a) above and (ii) that all persons or entities representing or in the employ or acting as an agent of the redeveloper have agreed to be bound by the terms of this Ordinance. The City of Jersey City, through any appropriate redevelopment agent, agency, officer, authority, or department, shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the

redeveloper is not in violation of this ordinance, prior to awarding the agreement. Furthermore, the redeveloper shall have a continuing duty to report any violations of this ordinance that may occur while arranging and entering into the redevelopment agreement, and until all specified terms or time period of the agreement have been completed. The certification required under this subsection shall be made prior to entry into the agreement with the municipality and shall be in addition to any other certifications that may be required by any other provision of law.

(b) It shall be the municipality's continuing responsibility to give notice of this Section when the municipality gives notice of redevelopment pursuant to 40A:12A-6 and when the municipality adopts a resolution directing the planning board to prepare a redevelopment plan and at the time that the municipality adopts this ordinance to implement the redevelopment plan.

#### SECTION 4 - DISCLOSURE REQUIREMENT APPLICABILITY TO CONSULTANTS

(a) The contribution and disclosure requirements in this Ordinance shall apply to all redevelopers as well as professionals, consultants or lobbyists contracted or employed by the business entity ultimately designated as the redeveloper to provide services related to the: (i) lobbying of government officials in connection with the examination of an area and its designation as an area in need of redevelopment or in connection with the preparation, consultation and adoption of the redevelopment plan; (ii) obtaining the designation or appointment as redeveloper; (iii) negotiating the terms of a redevelopment agreement or any amendments or modifications thereto; and (iv) performing the terms of a redevelopment agreement.

(b) It shall be a breach of the consultant's contract, and shall require immediate termination, for a consultant to violate the contribution limits and disclosure requirements in this Ordinance.

(c) A redeveloper who participates in, or facilitates, the circumvention of the contribution restrictions through consultants, professionals or agents shall be deemed to be in breach.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A redeveloper or municipal candidate or officeholder or municipal or county party committee or "FAC" referenced in this ordinance may cure a violation of Section 1 of this Act, if, within 30 days after the date on which the applicable ELEC report is published, the redeveloper notifies the Municipal Council in writing and seeks and receives reimbursement of a contribution from the recipient of such contribution.

#### SECTION 6 - PENALTY

(a) It shall be a breach of the terms of the Jersey City redevelopment agreement for a redeveloper to: (i) make or solicit a contribution in violation of this ordinance; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be 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 arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the City of Jersey City, or any Jersey City or Hudson County political committee or political party committee, or any "FAC"; (v) engage or employ 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 redeveloper itself, would subject that entity to the restrictions of this Ordinance; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage 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, do any act which would subject that entity to the restrictions of this Ordinance.

(b) Furthermore, any redeveloper who violates (a) ii-viii shall be disqualified from eligibility for future Jersey City redevelopment agreements for a period of four calendar years from the date of the violation.

#### SECTION 7 - 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.

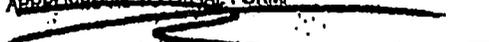
**SECTION 8 - REPEALER**

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.

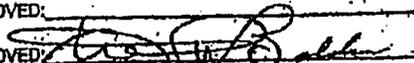
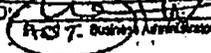
**SECTION 9 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City.

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED:

  
APPROVED:  Mayor

Certification Required   
Not Required

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

ORDINANCE NO. Ord. 09-096  
 TITLE: 3.E. AUG 12, 2009 4.E. SEP 09 2009



Redevelopment Pay-to-Play Reform Ordinance.

| RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">AUG 12 2009 7-0</span> |     |     |      |               |     |     |      |               |     |     |        |
|-------------------------------------------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON                                                                             | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.   |
| SOTTOLANO                                                                                 | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       |     |     | ABSENT |
| KENNY                                                                                     | ✓   |     |      | FLOOD         | ✓   |     |      | FLOOD         | ✓   |     |        |
| LOPEZ                                                                                     | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   |     |     | ABSENT |

✓ Indicates Vote *JOHN BABAROWSKI* *AARON ROSE* *SEVERIN WILLIS* *Laura Skotnik, Not Voting (Abstain)*  
*YVONNE BALCEA* *DAVID NORMAN* *JASON BURG* *JEFF KAPLOWITZ*  
*JERRY DeCicco* *AROLD WILLIAMS* *CATHERINE GRAM* *BECKY ROFFMAN*

| RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">SEP 09 2009 9-0</span> |     |     |      |                                                 |     |     |      |               |     |     |      |
|---------------------------------------------------------------------------------------------------|-----|-----|------|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON <i>SOTTOLANO</i>                                                                    |     |     |      | MOVED, SECONDED BY COUNCILPERSON <i>BRENNAN</i> |     |     |      | TO CLOSE P.H. |     |     |      |
| COUNCILPERSON                                                                                     | AYE | NAY | N.V. | COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                                                                         | ✓   |     |      | GAUGHAN                                         | ✓   |     |      | BRENNAN       | ✓   |     |      |
| KENNY                                                                                             | ✓   |     |      | FLOOD                                           | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                                                                             | ✓   |     |      | RICHARDSON                                      | ✓   |     |      | VEGA, PRES.   | ✓   |     |      |

✓ Indicates Vote *LEON GREEN* *EMILIO D'Alva* *DANIEL LEVIN* *N.V. Not Voting (Abstain)*  
*ANDREW JUSZCZAK* *MIKE PELLAGRANI* *SEBASTIAN BERNHEIM*  
*PHILIP CARINGTON* *CYNTHIA HADJIYANNIS*

| RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY <span style="float: right;">SEP 09 2009</span> |     |     |      |                                                                    |     |     |      |                         |     |     |        |
|---------------------------------------------------------------------------------------------|-----|-----|------|--------------------------------------------------------------------|-----|-----|------|-------------------------|-----|-----|--------|
| COUNCILPERSON <i>RICHARDSON</i>                                                             |     |     |      | MOVED TO AMEND Ordinance, SECONDED BY COUNCILPERSON <i>BRENNAN</i> |     |     |      | IS ADOPTED <i>8-0-1</i> |     |     |        |
| COUNCILPERSON                                                                               | AYE | NAY | N.V. | COUNCILPERSON                                                      | AYE | NAY | N.V. | COUNCILPERSON           | AYE | NAY | N.V.   |
| SOTTOLANO                                                                                   | ✓   |     |      | GAUGHAN                                                            | ✓   |     |      | BRENNAN                 | ✓   |     |        |
| KENNY                                                                                       | ✓   |     |      | FLOOD                                                              | ✓   |     |      | FLOOD                   |     |     | ABSENT |
| LOPEZ                                                                                       | ✓   |     |      | RICHARDSON                                                         | ✓   |     |      | VEGA, PRES.             | ✓   |     |        |

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

| RECORD OF FINAL COUNCIL VOTE <span style="float: right;">SEP 09 2009 8-0-1</span> |     |     |      |               |     |     |      |               |     |     |         |
|-----------------------------------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|---------|
| COUNCILPERSON                                                                     | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.    |
| SOTTOLANO                                                                         | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |         |
| KENNY                                                                             | ✓   |     |      | FLOOD         | ✓   |     |      | FLOOD         |     |     | ABSTAIN |
| LOPEZ                                                                             | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ✓   |     |         |

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

Adopted on first reading of the Council of Jersey City, N.J., on AUG 12 2009

Adopted on second and final reading after hearing on SEP 09 2009

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 09 2009

*Robert Byrne, City Clerk*  
 Robert Byrne, City Clerk

APPROVED:  
*Mariano Vega*  
 Mariano Vega, Jr., Council President

Date: SEP 09 2009

APPROVED:  
*Jerramiah T. Healy*  
 Jerramiah T. Healy, Mayor

Date: SEP 14 2009

Date to Mayor: SEP 10 2009

\*Amendments:  
*IN ITALICS*  
 SECT. 7 - NOW SEVERABILITY  
 SECT. 8 - NOW REPEALER  
 SECT. 9 - NOW EFFECTIVE DATE

**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 High Point Solutions (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 10-26-12 (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 High Point Solutions (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: High Point Solutions

Signed: [Signature] Title: CEO

Print Name: Sandra Curran Date: 10-26-12

Subscribed and sworn before me this 26 day of Oct, 2012

My Commission expires: date [Signature] (Affiant)  
Sandra Curran, CEO (Print name & title of affiant) (Corporate Seal)

**HELENE M. JARECKI**  
Notary Public, State of New Jersey  
My Commission Expires  
March 26, 2017

\*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:11-54) 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 Carrll, 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 Sidner, 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: \_\_\_\_\_

\_\_\_\_\_  
Corporate Counsel

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

Certification Required   
Not Required

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

ORDINANCE NO. 4-A Ord. 08-128

TITLE

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 to 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 <span style="float: right;">N/A</span> |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                                                 | AYE | NOY | N.V. | COUNCILPERSON | AYE | NOY | N.V. | COUNCILPERSON | AYE | NOY | N.V. |
| SOTTOLANO                                                                     |     |     |      | GAUGHAN       |     |     |      | BRENNAN       |     |     |      |
| SPINELLO                                                                      |     |     |      | FLOOD         |     |     |      | FLOOD         |     |     |      |
| LIPSKI                                                                        |     |     |      | RICHARDSON    |     |     |      | VEGA, PRES.   |     |     |      |

✓ Indicates Vote

|                                                                    |                                                                 |                                                                       |
|--------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------|
| JAMES F. HADDLETON<br>DREW SCHINDLER<br>STEVE DAVISON<br>TOM WILEN | AARON MORELL<br>RAYLIE WINKEL<br>TOM GIBBONS<br>SHELLEY SKINNER | JAMES CARROLL<br>SEBASTIAN BERNHETT<br>HEATHER TAYLOR<br>DANIEL LEVIN |
|--------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------|

| RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">SEP 0 8 2008 9-0</span> |     |     |      |               |     |     |      |               |     |     |      |
|----------------------------------------------------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                                                                      | AYE | NOY | N.V. | COUNCILPERSON | AYE | NOY | N.V. | COUNCILPERSON | AYE | NOY | N.V. |
| SOTTOLANO                                                                                          | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| SPINELLO                                                                                           | ✓   |     |      | FLOOD         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LIPSKI                                                                                             | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ✓   |     |      |

✓ Indicates Vote

|                                                                 |               |  |
|-----------------------------------------------------------------|---------------|--|
| DAN FALCON<br>ANTHONY MORELL<br>ANDREW HUBSCH<br>MAHALEY DOWLES | YVONNE DALCER |  |
|-----------------------------------------------------------------|---------------|--|

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

✓ Indicates Vote

| RECORD OF FINAL COUNCIL VOTE <span style="float: right;">SEP 0 8 2008 9-0</span> |     |     |      |               |     |     |      |               |     |     |      |
|----------------------------------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                                                    | AYE | NOY | N.V. | COUNCILPERSON | AYE | NOY | N.V. | COUNCILPERSON | AYE | NOY | N.V. |
| SOTTOLANO                                                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| SPINELLO                                                                         | ✓   |     |      | FLOOD         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LIPSKI                                                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ✓   |     |      |

✓ Indicates Vote

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on

SEP 0 8 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 8 2008

APPROVED:

*Marlene Vega, Jr.*  
 Marlene Vega, Jr., Council President

Date:

SEP 0 8 2008

*Paul Byrnes*  
 Paul Byrnes, City Clerk

APPROVED:

*James T. Harney*  
 James T. Harney, Mayor

Date

SEP 0 5 2008

Date to Mayor

SEP 0 4 2008

\*Amendment(s):

**Patrice Lambert**

**From:** Bob Magro  
**Sent:** Friday, December 07, 2012 2:22 PM  
**To:** Patrice Lambert  
**Subject:** FW: WSCA contract number - Cisco

**From:** Mike Truncone [mailto:michael.truncone@cdwg.com]

**Sent:** Friday, December 07, 2012 12:13 PM

**To:** Bob Magro

**Cc:** Jim McDonald

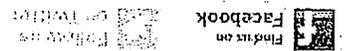
**Subject:** RE: WSCA contract number - Cisco

73979

**Mike Truncone**

Senior Account Manager | CDW-G

Phone: 866.769.8471 | Fax: 847.990.8050



**From:** Bob Magro [mailto:bobm@icnj.org]

**Sent:** Friday, December 07, 2012 12:08 PM

**To:** Mike Truncone

**Cc:** Jim McDonald

**Subject:** WSCA contract number - Cisco

Please provide me with the number.

**Robert Magro**

**IT Director**

**City of Jersey City**

**1 Journal Square Plaza**

**3rd Floor, IT Division**

**Jersey City, NJ 07306**

**201-547-4274**

**201-547-4507 (fax)**

**bobm@icnj.org**

This email has been scanned by the Symantec Email Security.cloud service.  
For more information please visit <http://www.symanteccloud.com>

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

City Clerk File No. Res. 12-878

Agenda No. 10.Z.17

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO PROACTIVE PLANNING ASSOCIATES TO PROVIDE TRAINING TO NON-UNIFORMED CITY EMPLOYEES FOR A PERIOD OF ONE-YEAR, COMMUNITY EMERGENCY RESPONSE TEAM (C.E.R.T.) TRAINING, AND NATIONAL INCIDENT MANAGEMENT TRAINING (N.I.M.S)**

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

**WHEREAS**, the City of Jersey City received a written proposal from Proactive Planning Associates to provide Community Emergency Response Team (C.E.R.T.) and National Incident Management (N.I.M.S.) Training to non-uniformed city employees as an extraordinary, unspecifiable service (EUS) contract pursuant to N.J.S.A.40A:11-5(1)(a)(ii); and

**WHEREAS**, these service were needed to be in compliance with the Department of Homeland Security grant guidance; and

**WHEREAS**, the City needs to provide these training services again to its non-uniformed employees to enhance emergency response awareness and capabilities; and

**WHEREAS**, the total cost of this contract will be funded by a federal grant and grant conditions required that the City utilize a competitive contracting to award a contract that could be awarded without public bidding as an ESU contract; and

**WHEREAS**, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 and received one proposal from Proactive Planning Associates, 29 Carlisle Road, Wayne, New Jersey for a total contract amount not to exceed \$70,200.00; and

**WHEREAS**, W. Gregory Kierce, Director of the Office of Emergency Management and homeland Security has reviewed the proposals and prepared the report attached hereto, recommending that the contract be awarded to Proactive Planning Associates ;

**WHEREAS**, funds in the amount of \$ 70,200.00 are available in FY-09 UASI Account No. 02-213-40-972-310

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

- 1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to provide Community emergency Response Team and National Incident Management Training is awarded to Proactive Planning Associates;
- 2) The total contract amount shall not exceed the sum of \$ 70,200.00, and the term of the contract shall be one-year;
- 3) Subject to such modification as deemed necessary or appropriate by Corporation counsel, the Mayor or Business Administrator is authorized to execute an agreement prepared by the Purchasing Agent based on the terms and conditions of the City's Request for proposal document;
- 4) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 5) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;

TITLE:

(6) This agreement shall be subject to the conditions that Proactive Planning Associates 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

(7) Upon certification by an official or employee of the City authorized to attest that the contractor 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

I, Donna Mauer (Donna Mauer), Chief financial Officer, certify that there sufficient funds available for the payment of the above resolution in Account No. 02-213-40-972-310

P.O.# 108357

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
10/1/12

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

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/cooperative agreement: **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO PROACTIVE PLANNING ASSOCIATES TO PROVIDE COMMUNITY EMERGENCY RESPONSE TEAM AND NATIONAL INCIDENT MANAGEMENT TRAINING FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**
2. Name and title of person initiating ordinance/resolution, etc.:  
**W. Greg Kierce, Director of Office of Emergency Management & Homeland Security**
3. Concise description of program, project or plan proposed in the ordinance/resolution:  
**TO PROVIDE COMMUNITY EMERGENCY RESPONSE TEAM AND NATIONAL INCIDENT MANAGEMENT TRAINING TO NON UNIFORMED CITY PERSONNEL**
4. Reasons (need) for the proposed program, project, etc.:  
**TO ENSURE COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY GRANT CRITERIA**
5. Anticipated benefits to the community:  
**COMMUNITY PREPAREDNESS ENHANCE RESPONSE CAPABILITIES**
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):  
**The cost of this contract is SEVENTY-THOUSAND TWO HUNDRED DOLLARS ( \$70,200) from THE UASI Federal Grant Fund.**
7. Date the proposed program, or project will commence:  
**Upon adoption by The Jersey City Municipal Council.**
8. Anticipated completion date:  
**ASAP.**
9. Person responsible for coordinating proposed program, project, etc.:  
**W. Greg Kierce, Director of Office of Emergency Management & Homeland Security**
10. Additional comments:  
**Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security**

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
Signature of Department Director

12/7/12  
Date



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1461232 FOR SORIERO, PAUL IS VALID.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable 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 or sex, and that it will discontinue the

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): Paul Soriero, owner

Representative's Signature: *Paul Soriero*

Name of Company: Proactive Planning Associates

Tel. No.: 201-615-5780 Date: 11-12-2012

## **AMERICANS WITH DISABILITIES ACT OF 1990**

### **Equal Opportunity for Individuals with Disability**

The contractor and the Owner of Proactive Planning Associates, (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.

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

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): **Paul Soriero, owner**

Representative's Signature:

*Paul Soriero*

Name of Company: **Proactive Planning Associates**

Tel. No.: **201-615-5780**

Date: **11-12-2012**

**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: Proactive Planning Associates

Address: 29 Carlisle Road, Wayne, NJ 07470

Telephone No.: 201-615-5780

Contact Name: Paul Soriero

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. 17:27-1 et seq.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: Proactive Planning Associates

SIGNATURE: Paul Soriero

PRINT NAME: Paul Soriero

TITLE: Owner

DATE: 11-12-2012

# 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-AUG-2009** to **15-AUG-2016**

**PROACTIVE PLANNING ASSOCIATES  
29 CARLISLE ROAD  
WAYNE**

**NJ 07470**



A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be "D. A. R." followed by a long horizontal stroke.

State Treasurer

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

City Clerk File No. Res. 12-879

Agenda No. 10.Z.18

Approved: DEC 19 2012

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES, INC. FOR THE PURCHASE OF DODGE CARAVANS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE**

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

**WHEREAS**, there exists a need for two (2) 2013 Dodge Caravans for the Department of Public Works, Automotive Division; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, New Jersey 19963 is in possession of State Contract No. A78758, submitted a proposal for 2013 Dodge Caravans; and

**WHEREAS**, funds are available for this contract in the Reserved Trust Fund Account;

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 16-290-55-000-800 | 108329 | A78758         | \$38,000.00    |

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Hertrich Fleet Services, 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 receive the material pursuant to the contract, that the same has been received and that 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 upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that 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**, this contract shall be subject to the condition that the vendor/contractor 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 be it further

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

(Continued to page 2)

City Clerk File No. Res. 12-879  
Agenda No. 10.Z.18 **DEC 19 2012**

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES, INC. FOR THE PURCHASE OF DODGE CARAVANS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE**

WHEREAS, Hertrich Fleet Services, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Hertrich Fleet Services, Inc. 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 Hertrich Fleet Services, Inc. from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in accounts 16-290-55-000-800.

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 16-290-55-000-800 | 108329 | A78758         | \$38,000.00    |

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/10/12

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

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

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
P.O. BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

**AMENDMENT #8  
T-2753**

**SOLICITATION #21574**

June 28, 2012

**TO:** All Using Agencies and  
Cooperative Purchasing Participants

**FROM:** Kristi Thomas  
Procurement Lead, Fleet Engineering Unit

**SUBJECT:** Passenger Vehicles (Including Hybrid): Automobiles, Vans and Sport Utility  
Vehicles – Model Year Roll-Over to 2013 – Dodge Journey, Ford Fusion  
Hybrid and Dodge Grand Caravan Only

**CONTRACT PERIOD:** March 23, 2011 to November 22, 2012

Please be advised that the following vehicles have been rolled-over to 2013 model year:

| <u>Contract #/Price Line #</u> | <u>Make/Model</u>        | <u>Contractor</u>       |
|--------------------------------|--------------------------|-------------------------|
| A78758 / 3                     | Dodge Journey Mainstreet | Hertrich Fleet Services |
| A78758 / 6                     | Ford Fusion Hybrid       | Hertrich Fleet Services |
| A78758 / 7                     | Dodge Grand Caravan      | Hertrich Fleet Services |

The contract price line description already reflects this information. All original pricing, terms, conditions and specifications remain unchanged.

**Important Note:** Please refer to the Master Notification - Vehicle Manufacturer's Cut-off Dates (<http://www.state.nj.us/treasury/purchase/mnmaster.pdf>) for the most recent vehicle manufacturer's cut-off date information.

Please attach this amendment to your current Notice of Award.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** HERTRICH FLEET SERVICES, INC.  
**Trade Name:**  
**Address:** 1427 BAY ROAD  
MILFORD, DE 19963-6129  
**Certificate Number:** 0104421  
**Effective Date:** December 01, 1998  
**Date of Issuance:** December 10, 2012

**For Office Use Only:**  
20121210120945296

State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search All of NJ

NJ Home | Services A to Z | Departments/Agencies | FAQs

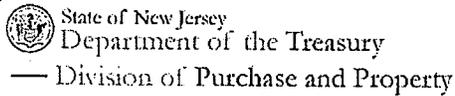
**TERM CONTRACT SEARCH BY TNUMBER**[Click Here](#) to search more Term Contracts

| T-Number             | Title                                                                       | Vendor                            | Contract # |
|----------------------|-----------------------------------------------------------------------------|-----------------------------------|------------|
| T2753 11-x-<br>21574 | PASSENGER VEHICLES (INCL. HYBRID & ELECTRIC):<br>AUTOMOBILES, VANS AND SUVS | HERTRICH FLEET<br>SERVICES        | 78758      |
| T2007 13-x-<br>22721 | VEHICLES, SPORT UTILITY (SUV)                                               | HERTRICH FLEET<br>SERVICES        | 83011      |
| T2861 12-x-<br>22532 | ELECTRIC/ELECTRIC AND GASOLINE VEHICLES,<br>AUTOMOBILES, SUVS AND VANS      | HERTRICH FLEET<br>SERVICES        | 81175      |
| T0099 13-x-<br>22674 | VEHICLES, AUTOMOBILES, SEDANS/STATION<br>WAGON/CROSSOVER                    | HERTRICH FLEET<br>SERVICES        | 83036      |
| T2006 13-x-<br>22695 | VEHICLES, PASSENGER VANS, 7/8/12/15-<br>PASSENGER                           | HERTRICH FLEET<br>SERVICES        | 82889      |
| M0064 12-r-<br>22550 | NATIONWIDE VEHICLE RENTAL SRVC                                              | HERTZ<br>CORPORATION              | 81055      |
| G8033 13-r-<br>22902 | HURRICANE SANDY EMERGENCY                                                   | HERTZ<br>EQUIPMENT<br>RENTAL CORP | 83005      |
| T1411 07-x-<br>38864 | RENTAL OF FRONT END LOADERS/BUCKET TRUCKS<br>(BARE EQUIPMENT) D.O.T.        | HERTZ<br>EQUIPMENT<br>RENTAL CORP | 66923      |

TOP

Open  
Public Records Act[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)  
 Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)  
 Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
 Copyright © State of New Jersey, 1996-2007  
 This site is maintained by the Office of Treasury Technology.



**Notice of Award  
Term Contract(s)**

**T-2753  
PASSENGER VEHICLES (INCL. HYBRID &  
ELECTRIC): AUTOMOBILES, VANS AND SUVS**

|                        |
|------------------------|
| Vendor Information     |
| By Vendor              |
| By Item                |
| RFP Documents          |
| Email to KRISTI THOMAS |

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [State Contract Manager](#) Adobe PDF (49 kb)
- [Master Notification Vehicle Manufacturer's Cut-Off Dates](#) Link
- [Amendment #1 - Product Addition](#) Adobe PDF (105 kb)
- [Amendment #2 - Product Addition](#) Adobe PDF (104 kb)
- [Amendment #3 - Product Addition](#) Adobe PDF (102 kb)
- [Amendment #4 - Product Addition](#) Adobe PDF (103 kb)
- [Amendment #5 - Contract Extension #1 to 11/22/2012](#) Adobe PDF (84 kb)
- [Amendment #6 - Contract Assignment](#) Adobe PDF (75 kb)
- [Amendment #7 - Product Addition](#) Adobe PDF (103 kb)
- [Amendment #8 - Product Addition](#) Adobe PDF (103 kb)
- [Amendment #9 - Contract Extension #2 to 9/22/2013](#) Adobe PI (90 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

|                                    |                                                                                            |
|------------------------------------|--------------------------------------------------------------------------------------------|
| <b>Index #:</b>                    | T-2753                                                                                     |
| <b>Contract #:</b>                 | 78758                                                                                      |
| <b>Contract Period:</b>            | FROM: 03/23/11 TO: 09/22/13                                                                |
| <b>Applicable To:</b>              | ALL STATE AGENCIES                                                                         |
| <b>Cooperative Purchasing:</b>     | POLITICAL SUBDIVISIONS*                                                                    |
| <b>Vendor Name &amp; Address:</b>  | HERTRICH FLEET SERVICES<br>ACH ELECTRONIC PAYMENT<br>1427 BAY RD<br>MILFORD, DE 19963-6129 |
| <b>For Procurement Bureau Use:</b> |                                                                                            |
| <b>Solicitation #:</b>             | 21574                                                                                      |

|                        |          |
|------------------------|----------|
| <b>Bid Open Date:</b>  | 02/02/11 |
| <b>CID #:</b>          | 1038869  |
| <b>Commodity Code:</b> | 071-05   |
| <b>Set-Aside:</b>      | NONE     |

| <b>CONDITIONS AND METHODS OF OPERATION</b>                                                                                                                                                                                          |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that |  |
| A. Delivery: All prices F.O.B. Destination                                                                                                                                                                                          |  |
| B. Method of Operation - State Agencies Only:                                                                                                                                                                                       |  |
| <b>Issue an agency purchase order to the appropriate contract vendor(s).</b>                                                                                                                                                        |  |

| <b>*IMPORTANT: POLITICAL SUBDIVISION &amp; OTHER COOPERATIVE PURCHASING PARTICIPANTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments. |  |
| Questions, problems or complaints related to Cooperative Purchasing contact:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| Cooperative Purchasing Coordinator<br>PO Box 230<br>Trenton, NJ 08625<br>(609) 984-7047                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |

| <b>In the event of an emergency, contact the following in the order listed:</b> |                                      |                 |
|---------------------------------------------------------------------------------|--------------------------------------|-----------------|
| KRISTI THOMAS                                                                   | PROCUREMENT SPECIALIST               | 609-984-1327    |
| MANAN DESAI                                                                     | PROCUREMENT SPECIALIST<br>SUPERVISOR | 609-984-6237    |
| ROBERT SHARBAUGH                                                                | ASSISTANT DIRECTOR                   | 609-777-0206    |
|                                                                                 | <b>PUB DATE:</b>                     | <b>11/23/12</b> |

| <b>VENDOR INFORMATION</b>                                                           |                                                                                            |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>                                                   | HERTRICH FLEET SERVICES<br>ACH ELECTRONIC PAYMENT<br>1427 BAY RD<br>MILFORD, DE 19963-6129 |
| <b>Contact Person:</b>                                                              | MICHAEL WRIGHT                                                                             |
| <b>Contact Phone:</b>                                                               | 800-698-9825                                                                               |
| <b>Order Fax:</b>                                                                   | 302-839-0555                                                                               |
| <b>Contract#:</b>                                                                   | 78758                                                                                      |
| <b>Expiration Date:</b>                                                             | 09/22/13                                                                                   |
| <b>Terms:</b>                                                                       | NONE                                                                                       |
| <b>Delivery:</b>                                                                    | SPECIFIED ELSEWHERE                                                                        |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                                         |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                                         |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                                         |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                                        |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                            |

| <b>CONTRACT ITEMS/SERVICES BY VENDOR</b>                         |                                                                                                   |              |                               |            |               |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------|-------------------------------|------------|---------------|
| <b>Vendor:</b> HERTRICH FLEET SERVICES<br>ACH ELECTRONIC PAYMENT |                                                                                                   |              | <b>Contract Number:</b> 78758 |            |               |
| LINE#                                                            | DESCRIPTION/MFGR/BRAND                                                                            | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE    |
| 00006                                                            | COMM CODE: 071-04-080478<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVS, AND...]<br><br>ITEM DESCRIPTION: | 1.000        | EACH                          | N/A        | \$25465.00000 |

|       | AUTOMOBILE, HYBRID,<br>SEDAN/HATCHBACK,<br>FRONT WHEEL DRIVE, MID-SIZE, AS<br>SPECIFIED IN THE RFP.<br>(SECTION 3.4.2.2, T-2753)<br><br>BRAND: 2013 FORD<br>MODEL: FUSION HYBRID<br>DELIVERY: 120 DAYS ARO                                                                                     |              |      |            |               |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|---------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                         | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00021 | COMM CODE: 071-80-080494<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVS, AND...]<br><br>ITEM DESCRIPTION:<br>HYBRID ELECTRIC VEHICLE, SUV, 116"<br>WB,<br>4WD, AS SPECIFIED IN THE RFP.<br>(SECTION 3.4.5.5, T-2753)<br><br>BRAND: 2013 CHEVROLET<br>MODEL: TAHOE HYBRID 4WD<br>DELIVERY: 120 DAYS ARO | 1.000        | EACH | N/A        | \$46498.00000 |

| CONTRACT ITEMS/SERVICES BY LINE ITEMS |                                                                                                                                                                                                                                                                                                                                                                                     |              |      |            |               |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|---------------|
| LINE#/<br>CONTRACT#                   | DESCRIPTION/MFGR/<br>BRAND/VNDR                                                                                                                                                                                                                                                                                                                                                     | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00006<br>78758                        | COMM CODE: 071-04:080478<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVS, AND...]<br><br>ITEM DESCRIPTION:<br>AUTOMOBILE, HYBRID,<br>SEDAN/HATCHBACK,<br>FRONT WHEEL DRIVE, MID-SIZE, AS<br>SPECIFIED IN THE RFP.<br>(SECTION 3.4.2.2, T-2753)<br><br>VENDOR:<br>HERTRICH FLEET SERVICES<br>ACH ELECTRONIC PAYMENT<br><br>BRAND: 2013 FORD<br>MODEL: FUSION HYBRID<br>DELIVERY: 120 DAYS ARO | 1.000        | EACH | N/A        | \$25465.00000 |
| LINE#/<br>CONTRACT#                   | DESCRIPTION/MFGR/<br>BRAND/VNDR                                                                                                                                                                                                                                                                                                                                                     | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00021<br>78758                        | COMM CODE: 071-80-080494<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVS, AND...]<br><br>ITEM DESCRIPTION:<br>HYBRID ELECTRIC VEHICLE, SUV,<br>116" WB,<br>4WD, AS SPECIFIED IN THE RFP.<br>(SECTION 3.4.5.5, T-2753)<br><br>VENDOR:<br>HERTRICH FLEET SERVICES<br>ACH ELECTRONIC PAYMENT<br><br>BRAND: 2013 CHEVROLET<br>MODEL: TAHOE HYBRID 4WD<br>DELIVERY: 120 DAYS ARO                  | 1.000        | EACH | N/A        | \$46498.00000 |

Downloadable RFP Documents  
(Please utilize scroll bar on right side of box if necessary to  
view all documents)

Download All Documents

- [NJ Standard Terms and Conditions](#) Adobe PDF (145 kb)
- [RFP TEXT](#) Adobe PDF (665 kb)
- [NJ Standard RFP Forms](#) Adobe PDF (364 kb)
- [Bidder Data Packet](#) Adobe PDF (51 kb)
- [Cooperative Purchase Form](#) Adobe PDF (485 kb)
- [Signatory Page](#) Adobe PDF (53 kb)
- [Price Sheet](#) Adobe PDF (56 kb)
- [Addendum # 1 - Responses to eQ&A and Additional Bid Information](#) Adobe PDF (108 kb)
- [Addendum # 2 - Revised Bid Opening Date & Additional Bid Information](#) Adobe PDF (82 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.



Public Records Act

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)



Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)  
 [Treasury: Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Divisions/Agencies](#) | [Forms](#) | [Contact Us](#)  
 [Statewide: NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
 Copyright © State of New Jersey, 1996 - 2012  
 This site is maintained by the Office of Treasury Technology.

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Div. of Automotive Maintenance**  
575 Route 440  
Jersey City, New Jersey 07305

**Rodney Hadley , Director**  
**Department of Public Works**

**Hector Ortiz, Director**  
**Div. of Automotive Maintenance**

Two (2) 2013 Dodge Grand Caravan with the listed requirements or approved equal.  
Under State contract #A78758 Hertrich Fleet services

**SPECIFICATIONS**

- 3.3L V6 engine
- 4 speed automatic overdrive
- Power brakes
- Power steering
- (4) P21570R15 all-season radial tires
- Compact spare tire
- Full wheel covers
- 20 gallon fuel tank
- 600 amp battery
- 140 amp alternator
- Dual front air bags
- Air conditioning
- Dual outside mirrors
- Intermittent wipers
- Dual sliding side doors
- (2) cloth front hi-back bucket seats
- (1) two passenger cloth bench seat in center
- (1) three passenger cloth bench seat in rear
- Full length carpeting
- AM/FM stereo single CD with 4 speakers

PLUS all standard equipment

Exterior colors . 1 . silver  
1. dark grey



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
P. O. Box 230  
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*  
JIGNASA DESAI-MCCLEARY  
*Director*

## AMENDMENT #9 T-2753

## SOLICITATION #21574 CONTRACT #A78758

**TO:** All Using Agencies and  
Cooperative Purchasing Participants

**DATE:** 11/23/12

**FROM:** Kristi Thomas  
Procurement Lead, Fleet Engineering Unit

**SUBJECT:** Passenger Vehicles, (Including Hybrid): Automobiles, Vans and  
Sport Utility Vehicles – 10-Month Contract Extension

**CONTRACT PERIOD:** Original: March 23, 2011 to March 22, 2012  
First Extension: March 23, 2012 to November 22, 2012  
Second Extension: November 22, 2012 to September 22, 2013.

Please be advised that the existing contract A78758 (Hertrich Fleet Services) has been partially (Price lines 6 and 21 only) extended for 10-month, through September 22, 2013, at the same price, terms, conditions and specifications.

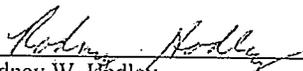
Please attach this amendment to your current Notice of Award.

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. RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES TO PURCHASE TWO 2013 DODGE CARAVAN, UNDER STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES.
3. The total funds requested for this contract award is \$38,000.00.
4. The funds are available in Police Department Trust Account No. 16-290-55-000-800.
5. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 12/11/12

  
Rodney W. Hadley  
Director of Department of Public Works

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/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES TO PURCHASE TWO 2013 DODGE CARAVAN, UNDER STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES.

2. Name and title of person initiating ordinance/resolution, etc.:

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

For police undercover work.

4. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES TO PURCHASE TWO 2013 DODGE CARAVAN, UNDER STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES.

5. Anticipated benefits to the community:

For police undercover work.

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):

The cost of this contract extension is thirty eight thousand dollars and zero cents (\$38,000.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

ASAP.

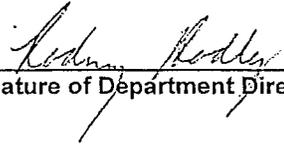
9. Person responsible for coordinating proposed program, project, etc.:

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

12/11/12  
\_\_\_\_\_  
Date

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name              | Address                          | % owned |
|-------------------|----------------------------------|---------|
| Fred Hertrich III | 13 Tidewater Dr Sanford De 19073 | 100%    |
|                   |                                  |         |
|                   |                                  |         |
|                   |                                  |         |
|                   |                                  |         |

SIGNATURE:

*[Handwritten Signature]*

TITLE:

*Govt Sales Mgr*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

11 Dec OF 2012

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 01/31/14

*Susan E Hickey*  
Susan E Hickey



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**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 Hertrich Fleet Services Inc. (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 Hertrich Fleet Services Inc. (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: Hertrich Fleet Services Inc.

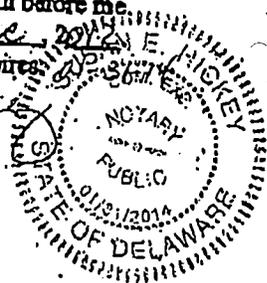
Signed: [Signature] Title: Govt Sales Mgr

Print Name: Michael Wright Date: 12/11/12

Subscribed and sworn before me  
this 11 day of Dec, 2012.

My Commission expires: 03/31/2014

Susan E. Hickey



[Signature]  
(Affiant)  
Michael Wright - Govt Sales Mgr  
(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.



### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Hertrich Fleet Services Inc.

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

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

|                                                           |               |
|-----------------------------------------------------------|---------------|
| Name: <u>Fred Hertrich III (100%)</u>                     | Name:         |
| Home Address: <u>1871 Dewater Dr<br/>Seaford De 19973</u> | Home Address: |
| Name:                                                     | Name:         |
| Home Address:                                             | Home Address: |
| Name:                                                     | Name:         |
| Home Address:                                             | Home Address: |

Subscribed and sworn before me this 11<sup>th</sup> day of Dec., 2012

(Notary Public)

My Commission expires: 1-31-14

[Signature]  
(Affiant)  
Michael Wright - Govt Sales Mgr  
(Print name & title of affiant)  
(Corporate Seal)

**EXHIBIT A**

**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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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 applicable 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Services Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and 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.

Representative's Name/Title (Print): Michael Wright - Cost Sales Mgr

Representative's Signature: 

Name of Company: Hertrich Fleet Services Inc.

Tel No.: 609-698-8825 Date: 12-11-12

**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): Michael Wright

Representative's Signature: *Michael Wright*

Name of Company: Hertrich Fleet Services Inc.

Tel. No.: 609-698-9825 Date: 12/11/12

**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.

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

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: Michael Wright - Court Sales Mgr

Representative's Signature: 

Name of Company: Hertrich Fleet Services Inc.

Tel. No.: 800-698-9825 Date: 12-11-12

**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: Hertrich Fleet Services Inc.

SIGNATURE: [Signature] DATE: 12/11/12

PRINT NAME: Michael Wright TITLE: Cost Sales Mgr

**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: Hertrich Fleet Services Inc.

Address: 1427 Bray Rd, Millford Nj 07063

Telephone No.: 908-698-5825

Contact Name: Michael Wright

Please check applicable category :

Minority Owned

Woman Owned

~~Minority & 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.

**DIVISION OF PURCHASING COPY**

**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: Hertrich Fleet Services Inc.

Address: 1427 Bay Rd Milford De 19963

Telephone No.: 302-698-9835

Contact Name: Michael Wojcik

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**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HERTRICH FLEET SERVICES, INC.

Trade Name:

Address: 1427 BAY ROAD  
MILFORD, DE 19963

Certificate Number: 0104421

Effective Date: December 01, 1998

Date of Issuance: May 19, 2008

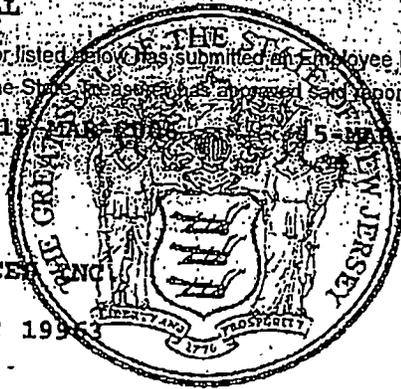
For Office Use Only:

26680519094544708

Certification 26196

**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 12/15/2012 to 12/15/2013.



**HERTRICH FLEET SERVICES, INC.**  
**1427 BAY ROAD**  
**MILFORD**

DE 19963



*Bradley A. Allen*

State Treasurer

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

City Clerk File No. Res. 12-880

Agenda No. 10.Z.19

Approved: DEC 19 2012

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD PURCHASE OF POLICE INTERCEPTORS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

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

**WHEREAS**, there exists a need for **fifteen (15) Police Interceptors** for the Department of Public Works, Automotive Division; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 is in possession of State Contract No. **A82925**, submitted a proposal for **Police Interceptors**; and

**WHEREAS**, funds are available for this contract in the **Reserved Trust Fund Account**;

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 16-290-55-000-800 | 108344 | A82925         | \$504,675.00   |

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Winner Ford 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 receive the material pursuant to the contract, that the same has been received and that 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 upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that 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**, this contract shall be subject to the condition that the vendor/contractor 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 be it further

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

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD PURCHASE OF POLICE INTERCEPTORS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

WHEREAS, Winner Ford has completed and submitted a Business Entity Disclosure Certification which certifies that Winner Ford 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 Winner Ford from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 16-290-55-000-800.

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 16-290-55-000-800 | 108344 | A82925         | \$504,675.00   |

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/10/12

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 12.19.12                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CHAS. S. WINNER, INC.  
**Trade Name:** WINNER FORD OF CHERRY HILL  
**Address:** 250 HADDONFIELD BERLIN RD  
CHERRY HILL, NJ 08034-3507  
**Certificate Number:** 0061445  
**Effective Date:** August 28, 1946  
**Date of Issuance:** December 10, 2012

**For Office Use Only:**

20121210133442753



State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search All of NJ



[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

| T-Number         | Title                                                                        | Vendor            | Contract # |
|------------------|------------------------------------------------------------------------------|-------------------|------------|
| T2776 13-x-22656 | POLICE VEHICLES: SEDANS AND SPORT UTILITY VEHICLES                           | CHAS S WINNER INC | 82925      |
| T1786 12-x-22313 | EQUIPMENT ACQUISITION & INSTALLATION FOR MARKED AND UNMARKED POLICE VEHICLES | CHAS S WINNER INC | 81165      |
| T2007 13-x-22721 | VEHICLES, SPORT UTILITY (SUV)                                                | CHAS S WINNER INC | 83012      |

[TOP](#)

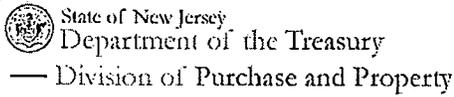


**NJ Public Records Act**

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)



Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)  
Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)  
Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
Copyright © State of New Jersey, 1996-2007  
This site is maintained by the Office of Treasury Technology.



**Notice of Award  
 Term Contract(s)**

**T-2776  
 POLICE VEHICLES: SEDANS AND SPORT  
 UTILITY VEHICLES**

|                           |
|---------------------------|
| Vendor Information        |
| By Vendor                 |
| By Item                   |
| RFP Documents             |
| Email to SEPIDEH GHORBANI |

**Downloadable NOA Documents**  
 (Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [2013 Model Year T2776 Comparison Chart 1 of 3 Adobe PDF \(228 kb\)](#)
- [2013 Model Year T2776 Comparison Chart 2 of 3 Adobe PDF \(229 kb\)](#)
- [2013 Model Year T2776 Comparison Chart 3 of 3 Adobe PDF \(229 kb\)](#)
- [Section 1 2013 Chevrolet Impala Police 4dr Sdn 9C1 Adobe PDF \(341 kb\)](#)
- [Section 1 2013 Chevrolet Impala Police 4dr Sdn 9C3 Adobe PDF \(341 kb\)](#)
- [Section 1 2013 Ford Police Interceptor 4dr Sdn Adobe PDF \(341 kb\)](#)
- [Section 2 2013 Chevrolet Caprice Police 4dr Sdn 9C1 Adobe PDF \(318 kb\)](#)
- [Section 2 2013 Chevrolet Caprice Police 4dr Sdn 9C3 Adobe PDF \(330 kb\)](#)
- [Section 2 2013 Dodge Charger 4dr Sdn Police Adobe PDF \(341 kb\)](#)
- [Section 3 2013 Chevrolet Tahoe PPV Adobe PDF \(397 kb\)](#)
- [Section 3 2013 Ford Utility Police Interceptor FWD Adobe PDF \(341 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

|                                    |                                |
|------------------------------------|--------------------------------|
| <b>Index #:</b>                    | T-2776                         |
| <b>Contract #:</b>                 | VARIOUS                        |
| <b>Contract Period:</b>            | FROM: 10/25/12 TO: 10/24/13    |
| <b>Applicable To:</b>              | ALL STATE AGENCIES             |
| <b>Cooperative Purchasing:</b>     | POLITICAL SUBDIVISIONS*        |
| <b>Vendor Name &amp; Address:</b>  | SEE VENDOR INFORMATION SECTION |
| <b>For Procurement Bureau Use:</b> |                                |
| <b>Solicitation #:</b>             | 22656                          |
| <b>Bid Open Date:</b>              | 08/17/12                       |
| <b>CID #:</b>                      | 1040475                        |

|                        |        |
|------------------------|--------|
| <b>Commodity Code:</b> | 071-05 |
| <b>Set-Aside:</b>      | NONE   |

|                                                                                                                                                                                                                                     |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>CONDITIONS AND METHODS OF OPERATION</b>                                                                                                                                                                                          |  |
| Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that |  |
| A. Delivery: All prices F.O.B. Destination                                                                                                                                                                                          |  |
| B. Method of Operation - State Agencies Only:                                                                                                                                                                                       |  |
| <b>Issue an agency purchase order to the appropriate contract vendor(s).</b>                                                                                                                                                        |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>*IMPORTANT: POLITICAL SUBDIVISION &amp; OTHER COOPERATIVE PURCHASING PARTICIPANTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments. |  |
| Questions, problems or complaints related to Cooperative Purchasing contact:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| Cooperative Purchasing Coordinator<br>PO Box 230<br>Trenton, NJ 08625<br>(609) 984-7047                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |

|                                                                                 |                                   |                 |
|---------------------------------------------------------------------------------|-----------------------------------|-----------------|
| <b>In the event of an emergency, contact the following in the order listed:</b> |                                   |                 |
| SEPIDEH GHORBANI                                                                | PROCUREMENT SPECIALIST            | 609-292-2190    |
| KRISTI THOMAS                                                                   | PROCUREMENT SPECIALIST SUPERVISOR | 609-984-1327    |
| ROBERT SHARBAUGH                                                                | ASSISTANT DIRECTOR                | 609-777-0206    |
|                                                                                 | <b>PUB DATE:</b>                  | <b>11/09/12</b> |

|                                      |                                                              |
|--------------------------------------|--------------------------------------------------------------|
| <b>VENDOR INFORMATION</b>            |                                                              |
| <b>Vendor Name &amp; Address:</b>    | CARMAN DODGE INC<br>196 S DUPONT HWY<br>NEW CASTLE, DE 19720 |
| <b>Contact Person:</b>               | RICH COYLE                                                   |
| <b>Contact Phone:</b>                | 443-207-1984                                                 |
| <b>Order Fax:</b>                    | 856-428-4718                                                 |
| <b>Contract#:</b>                    | 82927                                                        |
| <b>Expiration Date:</b>              | 10/24/13                                                     |
| <b>Terms:</b>                        | NONE                                                         |
| <b>Delivery:</b>                     | 120 DAYS ARO                                                 |
| <b>Small Business Enterprise:</b>    | NO                                                           |
| <b>Minority Business Enterprise:</b> | NO                                                           |
| <b>Women Business Enterprise:</b>    | NO                                                           |
| <b>Cooperative Purchasing *:</b>     | YES                                                          |

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

|                                      |                                                                              |
|--------------------------------------|------------------------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>    | CHAS S WINNER INC<br>250 HADDONFIELD BERLIN RD<br>CHERRY HILL, NJ 08034-3409 |
| <b>Contact Person:</b>               | DONALD SLIPP                                                                 |
| <b>Contact Phone:</b>                | 856-427-2796                                                                 |
| <b>Order Fax:</b>                    | 856-428-4718                                                                 |
| <b>Contract#:</b>                    | 82925                                                                        |
| <b>Expiration Date:</b>              | 10/24/13                                                                     |
| <b>Terms:</b>                        | NONE                                                                         |
| <b>Delivery:</b>                     | 120 DAYS ARO                                                                 |
| <b>Small Business Enterprise:</b>    | NO                                                                           |
| <b>Minority Business Enterprise:</b> | NO                                                                           |

Peter Folgado

---

**From:** Rosemary McFadden  
**Sent:** Tuesday, December 04, 2012 12:44 PM  
**To:** Peter Nalbach; Peter Folgado  
**Cc:** John Kelly; Robert Kakoleski  
**Subject:** FW: 0160018  
**Attachments:** 2012\_11\_30\_12\_12\_09.pdf

Peter F,

Pls process

---

**From:** Peter Nalbach [<mailto:PENalbach@NJJCPS.ORG>]  
**Sent:** Tuesday, December 04, 2012 10:02 AM  
**To:** Rosemary McFadden  
**Subject:** FW: 0160018

Attached you will find a Requisition for the purchase of fifteen (15) marked police cars necessary to upgrade the Jersey City Police Department fleet. The vehicles will be purchased via State Contract #82925 from Winner Ford of Cherry Hill, N.J. The vehicles are Ford Interceptor all wheel drive sedans. This feature will serve to eliminate the need and cost of affixing and removing snow chains to the vehicles whenever a snowfall of more than 4 inches occurs. Each unit costs \$33,645 fully equipped with the Police emergency package sans computer and radio, which we will provide.

We will be utilizing Federal Trust Funds so as not to impact the Municipal budget. The total purchase cost is \$504,675.00 (\$33,645 X 15 units).

Once delivered, these vehicles will replace fifteen (15) of our least road worthy vehicles, including six (06) damaged beyond feasible repair during Hurricane Sandy. The non- serviceable vehicles will be removed from inventory.

Peter Folgado will not process the order absent approval from the Mayor's Office.

---

**From:** Silendra Baijnauth [<mailto:BaijnauthS@icnj.org>]  
**Sent:** Friday, November 30, 2012 12:15 PM  
**To:** Peter Folgado  
**Cc:** Patrice Lambert; Peter Nalbach; Rodney Hadley; Tracy Stevens; Hector Ortiz; Zakia Gregory  
**Subject:** 0160018

Mr. Folgado,  
How are you?

Please see attached for the purchase of 15 police interceptors utilizing a State Contract vendor. Kindly draft the respective SC resolution.

Thanks



Michael Drahuschak  
(856) 427-2792 Phone  
(856) 428-4718 fax  
N.J. Contract # 82925

**2013 Police Interceptor**

**Base Vehicle All Wheel Drive**

**\$23,305.00**

- 3.7 L V6 Engine
- All Wheel Drive
- 6 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Radio Noise Suppression
- Keyed Alike
- Courtesy Lamps Disable
- Rear Door Locks In op
- Rear Window Switch Disabled
- Red/Clear Dome 5"
- Skid Plate
- Drivers Side Spotlight
- Power Heated Mirrors
- EAI53 80 Amp Power Source

**Total \$ 24,678.00**

*\*Two Tone Paint not included. Vinyl Wrap from factory \$820. Paint done at dealership \$1425.*

16 - 290 - 55 - 000 - 800

15.00

**Emergency Equipment PRICE: \$8967.00**

Whelen Liberty All LED Light Bar RED/BLUE  
Four Corner LED Vertex  
Whelen 295SLSA6 Siren/ Switchbox  
Speaker and Bracket  
Console w/ arm rest, cup holder, mic clip  
Prisoner Partition  
Rear Seat/Pan  
Deck Mounted LED's LED RED/BLUE  
Window Bars & Door Panels  
Push Bumper w/Intergrated Lights  
Whelen LINZ6's on Prisoner Partition(1 each side)

**Total Car & Equipment \$33,645.00**

| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE    |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|---------------|
|                                  | 3. RADIO SHIELDING AND GROUNDING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |      |            |               |
| 00004                            | COMM CODE: 071-05-084096<br>[AUTOMOBILES, SCHOOL BUSES, SUVS, AND...]<br><br>ITEM DESCRIPTION:<br>VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE). (SECTION 2, T-2776)                                                                                                                                                                                                                                                                                                                                         | 1.000                         | EACH | 12.00%     | N/A           |
| 00007                            | COMM CODE: 071-80-084099<br>[AUTOMOBILES, SCHOOL BUSES, SUVS, AND...]<br><br>ITEM DESCRIPTION:<br>SPORT UTILITY VEHICLE, SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2776)<br><br>BRAND: 2013 DODGE<br>MODEL: DURANGO SSV AWD<br>MANUFACTURER'S BODY CODE: WDEE75<br>WITH 24X PACKAGE CODE, NAS (EMISSIONS), EZH (5.7L V8 VVT HEMI MULTI DISPLACEMENT ENGINE), DG1 (6-SPEED AUTOMATIC TRANSMISSION) OPTION CODES.<br><br>DEALER'S OPTIONS:<br>-----<br>1. TWO 1" HOLES IN FIREWALL<br>2. FILTER CHOKE<br>3. RADIO SHIELDING AND GROUNDING | 1.000                         | EACH | N/A        | \$26460.00000 |
| 00008                            | COMM CODE: 071-80-084100<br>[AUTOMOBILES, SCHOOL BUSES, SUVS, AND...]<br><br>ITEM DESCRIPTION:<br>VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2776)                                                                                                                                                                                                                                                                                                                                          | 1.000                         | EACH | 12.00%     | N/A           |
| <b>Vendor: CHAS S WINNER INC</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Contract Number: 82925</b> |      |            |               |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE    |
| 00001                            | COMM CODE: 071-05-084093<br>[AUTOMOBILES, SCHOOL BUSES, SUVS, AND...]<br><br>ITEM DESCRIPTION:<br>POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH, AS SPECIFIED IN THE RFP. (SECTION 1, T-2776)                                                                                                                                                                                                                                                                                                                                                                                  | 1.000                         | EACH | N/A        | \$21555.00000 |

|                                  | BRAND: 2013 FORD POLICE<br>MODEL: INTERCEPTOR<br>MANUFACTURER'S BODY CODE: P2L<br>WITH<br>500A PACKAGE CODE, 422<br>(EMISSIONS),<br>998 (3.5L V6TI-VCT FLEXIBLE FUEL<br>ENGINE), 44J (6-SPEED AUTOMATIC<br>TRANSMISSION), 20P (NOISE<br>SUPPRESSION<br>BONDS) OPTION CODES.<br><br>DEALER'S OPTIONS:<br>-----<br>1. TWO 1" HOLES IN FIREWALL<br>2. FILTER CHOKE                                                                                                                                                                                                                                                                |                               |      |            |               |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|---------------|
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE    |
| 00002                            | COMM CODE: 071-05-084094<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVs, AND...]<br><br>ITEM DESCRIPTION:<br>VEHICLE MANUFACTURER'S<br>PUBLISHED OPTION<br>(FOR THE TRIM LINE AND<br>MANUFACTURER'S<br>BODY CODE BID FOR THE BASE<br>VEHICLE)<br>(SECTION 1, T-2776)                                                                                                                                                                                                                                                                                                                                                                   | 1.000                         | EACH | 16.00%     | N/A           |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE    |
| 00005                            | COMM CODE: 071-80-084097<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVs, AND...]<br><br>ITEM DESCRIPTION:<br>SPORT UTILITY VEHICLE, POLICE<br>PURSUIT,<br>2WD, AS SPECIFIED IN THE RFP.<br>(SECTION 3, T-2776)<br><br>BRAND: 2013 FORD POLICE<br>MODEL: UTILITY INTERCEPTOR<br>MANUFACTURER'S BODY CODE: K7A<br>WITH<br>500A PACKAGE CODE, 422<br>(EMISSIONS),<br>99R (3.7L TI-VCT V6 FLEXIBLE FUEL<br>ENGINE), 44C (6-SPEED AUTOMATIC<br>TRANSMISSION), 60R (NOISE<br>SUPPRESSION<br>BONDS), 153 FRONT LICENSE PLATE<br>BRACKET)<br>OPTION CODES.<br><br>DEALER'S OPTIONS:<br>-----<br>1. TWO 1" HOLES IN FIREWALL<br>2. FILTER CHOKE | 1.000                         | EACH | N/A        | \$23400.00000 |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE    |
| 00006                            | COMM CODE: 071-80-084098<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVs, AND...]<br><br>ITEM DESCRIPTION:<br>VEHICLE MANUFACTURER'S<br>PUBLISHED OPTION<br>(FOR THE TRIM LINE AND<br>MANUFACTURER'S<br>BODY CODE BID FOR THE BASE<br>VEHICLE)<br>(SECTION 3, T-2776)                                                                                                                                                                                                                                                                                                                                                                   | 1.000                         | EACH | 16.00%     | N/A           |
| <b>Vendor:</b> DAY CHEVROLET INC |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Contract Number:</b> 82926 |      |            |               |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | EST                           |      | %          |               |



### 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.

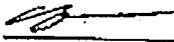
Check the box that represents the type of business organization:

- 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: <u>Tom Hatzis</u>                                         | Name:         |
| Home Address:<br><u>1723 GUNNING LN</u><br><u>WILMINGTON DE</u> | Home Address: |
| Name:                                                           | Name:         |
| Home Address:                                                   | Home Address: |
| Name:                                                           | Name:         |
| Home Address:                                                   | Home Address: |

|                                                                                          |                                                                                     |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>11<sup>th</sup></u> day of <u>December</u> , 2012 |  |
| (Notary Public) <u>Carla Amor</u>                                                        | (Affiant)<br><u>Michael As Hesthal Acct. Mgr</u>                                    |
| My Commission expires:                                                                   | (Print name & title of affiant)                                                     |
|                                                                                          | (Corporate Seal)                                                                    |

CAROL A. SMITH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 30, 2017

**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):

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund                  |
| Friends of Kalimah H. Ahmad             | The Election Fund of Steven Fulop      |
| Election Fund of Radames Velazquez Jr.  | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano            |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013                   |
| Friends of Nidia R. Lopez               |                                        |

**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                   |
|------------------------------|--------------------------------|
| Tom Hertz                    | 1783 GUNNING LN WILMINGTON, DE |
|                              |                                |
|                              |                                |
|                              |                                |
|                              |                                |
|                              |                                |
|                              |                                |
|                              |                                |
|                              |                                |
|                              |                                |

**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: WINNER FUND

Signature of Affiant: [Signature] Title: ACCT MAN

Printed Name of Affiant: MIKE RATHBORN Date: 12/11/12

Subscribed and sworn before me this 11<sup>th</sup> day of December, 2012

My Commission expires: [Signature]

[Signature]  
(Witnessed or attested by)  
  
(Seal)

**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 WINNER FOOD (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council award 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 WINNER FOOD (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: Chas S. Wanner,dba Winner Food

Signed: [Signature] Title: Account Man

Print Name: Michael Prothman Date: 12/11/12

Subscribed and sworn before me  
this 11<sup>th</sup> day of Dec, 2012.  
My Commission expires:

[Signature]

[Signature]  
(Affirm)  
Michael Prothman Acct Man  
(Print name & title of affiant) (Corporate Seal)

CAROLA SMITH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 30, 2017

\*\*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.

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name       | Address                    | % owned |
|------------|----------------------------|---------|
| Tom Hatzis | 1723 Gunning Rd Wilmington | 100     |
|            |                            |         |
|            |                            |         |
|            |                            |         |
|            |                            |         |

SIGNATURE : *Mike Dratuschak*

TITLE: Account M.C.

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY December 11 OF 20 12

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Paul Smith

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

CAROL A. SMITH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 30, 2017

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

City Clerk File No. Res. 12-881

Agenda No. 10.Z.20

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO PITNEY BOWES FOR THE PURCHASE OF THE POSTAGE MACHINE DESTROYED BY HURRICANE SANDY FOR THE DEPARTMENT OF ADMINISTRATION, ADMINISTRATIVE SERVICES DIVISION**

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

**WHEREAS**, the Administrative Services Division requires a new Postage Machine for the Mail Room; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Pitney Bowes, 27 Waterview Drive, Shelton, Connecticut 06484 is in possession of State Contract No. A75237, submitted a proposal for the new Postage Machine; and

**WHEREAS**, funds are available for this contract in Administration/Office Equipment Fund;

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 01-201-31-433-402 | 108345 | A75237         | \$43,032.00    |

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Pitney Bowes**, 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 receive the material pursuant to the contract, that the same has been received and that 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 upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that 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**, this contract shall be subject to the condition that the vendor/contractor 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 be it further

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO PITNEY BOWES FOR THE PURCHASE OF THE POSTAGE MACHINE DESTROYED BY HURRICANE SANDY FOR THE DEPARTMENT OF ADMINISTRATION, ADMINISTRATIVE SERVICES DIVISION**

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

**WHEREAS**, Pitney Bowes has completed and submitted a Business Entity Disclosure Certification which certifies that Pitney Bowes 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 Pitney Bowes from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 01-201-31-433-402.

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 01-201-31-433-402 | 108345 | A75237         | \$43,032.00    |

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pc  
12/10/12

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | COLEMAN       | ✓   |     |      | 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



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER

**108345**

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0160190**

BUYER **STATECONT**

|            |            |
|------------|------------|
| DATE       | VENDOR NO. |
| 12/10/2012 | PI439607   |

**VENDOR INFORMATION**

**PITNEY BOWES**  
**27 WATERVIEW DRIVE**  
  
**SHELTON CT 06484**

**DELIVER TO**

**ADMINISTRATIVE SERVICES**  
**575 ROUTE 440**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | EA   | <b>POSTAGE MACHINE</b><br><b>POSTAGE MACHINE FOR THE MAILROOM</b><br><b>IN THE MUNICIPAL COURT ROOM 239</b><br><br>COST INCLUDES 1ST: YEAR MAINTENANCE<br>2ND YEAR MAINTENANCE AT \$4,150.00<br>3RD YEAR MAINTENANCE AT \$4,150.00<br>METER RENTAL AT \$336.00 QUARTERLY<br>MAINTENANCE INCLUDES ALL UPGRADES<br>MAIL MANAGEMENT TRAINING SEMINAR IN ATLANTA, GA.<br>FOR TWO EMPLOYEES WITHIN 1ST YEAR ALL COSTS<br>INCLUDED EXCEPT AIRFARE<br><br>UNDER THE PROCLAMATION OF LOCAL DISASTER / EMERGENCY SUE<br>DISASTER / EMERGENCY SUE<br>TO HURRICANE SANDY<br><br>PURCHASE ORDER SHOULD BE SENT TO<br>RUSSELL RODD<br>GOVERNMENT ACCOUNT MANAGER<br>MAIL LOCATION MSC 27-1C<br><br>T-0200: MAILROOM EQUIPMENT & MAINTENANCE<br>VARIOUS STATE AGENCIES<br><br>SC A75237<br><br>SC RESO _____, D/D _____ | 01-201-31-433-402 | 43,032.0000 | 43,032.00      |

TAX EXEMPTION NO. **22-6002013**

**PO Total 43,032.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PITNEY BOWES INC.  
**Trade Name:**  
**Address:** 1 ELMCORFT RD  
STAMFORD, CT 06926-0700  
**Certificate Number:** 0056931  
**Effective Date:** January 01, 1941  
**Date of Issuance:** December 10, 2012

**For Office Use Only:**  
20121210143833492

**\*\* Budget Account \*\***

Fund **1** CURRENT FUND  
 G/L **201** CURRENT APPROPRIATIONS  
 Cafr **31** UNCLASSIFIED UTILITY  
 Subsidiary **433** OFFICE SERVICES  
 Line Item **402** OFFICE EQUIPMENT  
 Sort Code **80** UNCLASSIFIED IN CAP

Budget Amount **8,000.00**  
 Revised Budget **58,000.00**  
 Beginning Balance **58,000.00**  
 Prior YTD Expended **.00**  
 Curr. YTD Expended **.00**  
 Open Encumbered **.00**  
 Ending Balance **58,000.00**

Year/Period **2012 / 12**  View in Ascending Order  
 View in Descending Order  
 Chg. Year/Period  /

New Acct. < Previous Next >

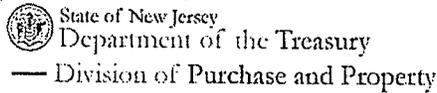
Double-Click On An Item Below To View All Details of Corresponding Transaction

| Cd | Per. | Date       | P.O.# | Vendor Name | Invoice# | Description   | Debit Amount | Credit Amount |
|----|------|------------|-------|-------------|----------|---------------|--------------|---------------|
| JE | 11   | 11/21/2012 |       |             |          | LINE TRANSFER | .00          | 50,000.00     |

Print Account

View Open Enc.

View Lgl. Line



**Notice of Award  
 Term Contract(s)**

**T-0200  
 MAILROOM EQUIPMENT AND MAINTENANCE  
 VARIOUS STATE AGENCIES**

|                      |
|----------------------|
| Vendor Information   |
| By Vendor            |
| RFP Documents        |
| Email to FRED TUCKER |

**Downloadable NOA Documents**  
 (Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [At A Glance Revised 9/2/2011](#) Excel Document (2 mb)
- [At A Glance Revised 11/1/2011](#) Excel Document (2 mb)
- [At A Glance Pitney Bowes Revised 6/8/12](#) Excel Document (1 mb)
- [At A Glance Neopost USA Revised 06/01/12](#) Excel Document (396 kb)
- [State Contract Manager](#) Adobe PDF (67 kb)
- [At a Glance Link](#)
- [Amendment #1 - Product Addition](#) Adobe PDF (13 kb)
- [Amendment #2 - Product Addition](#) Adobe PDF (15 kb)
- [Amendment #3 - Product Addition](#) Adobe PDF (14 kb)
- [Amendment #4 - Product Addition](#) Adobe PDF (13 kb)
- [Amendment #5 - Product Addition](#) Adobe PDF (13 kb)
- [Amendment #6 - Contract Extension #1 to 9/30/2013](#) Adobe PI (15 kb)
- [Amendment #7 - Price List Update\(s\)](#) Adobe PDF (566 kb)

---

The [Download All Documents](#) hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

|                                    |                                |
|------------------------------------|--------------------------------|
| <b>Index #:</b>                    | T-0200                         |
| <b>Contract #:</b>                 | VARIOUS                        |
| <b>Contract Period:</b>            | FROM: 10/01/09 TO: 09/30/13    |
| <b>Applicable To:</b>              | ALL STATE AGENCIES             |
| <b>Cooperative Purchasing:</b>     | POLITICAL SUBDIVISIONS*        |
| <b>Vendor Name &amp; Address:</b>  | SEE VENDOR INFORMATION SECTION |
| <b>For Procurement Bureau Use:</b> |                                |
| <b>Solicitation #:</b>             | 20783                          |
| <b>Bid Open Date:</b>              | 06/19/09                       |
| <b>CID #:</b>                      | 1037225                        |
| <b>Commodity Code:</b>             | 939-52                         |

|                                                                                     |                                                                       |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>                                                   | NEOPOST USA INC<br>478 WHEELERS FARMS RD<br>MILFORD, CT 06461         |
| <b>Contact Person:</b>                                                              | ROBERT GRANT                                                          |
| <b>Contact Phone:</b>                                                               | 203-589-6622                                                          |
| <b>Order Fax:</b>                                                                   | 203-301-2828                                                          |
| <b>Contract#:</b>                                                                   | 75256                                                                 |
| <b>Expiration Date:</b>                                                             | 09/30/13                                                              |
| <b>Terms:</b>                                                                       | NONE                                                                  |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                           |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                    |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                    |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                    |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                       |
| <b>Vendor Name &amp; Address:</b>                                                   | OAK SYSTEMS INC<br>460 VEIT ROAD/STE D<br>HUNTINGDON VALL, PA 19006   |
| <b>Contact Person:</b>                                                              | SHELDON MARGOLIS                                                      |
| <b>Contact Phone:</b>                                                               | 215-443-7555                                                          |
| <b>Order Fax:</b>                                                                   | 215-443-7323                                                          |
| <b>Contract#:</b>                                                                   | 75254                                                                 |
| <b>Expiration Date:</b>                                                             | 09/30/13                                                              |
| <b>Terms:</b>                                                                       | 1% 10 NET 45                                                          |
| <b>Delivery:</b>                                                                    | SPECIFIED ELSEWHERE                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                    |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                    |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                    |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                       |
| <b>Vendor Name &amp; Address:</b>                                                   | OPEX CORPORATION<br>305 COMMERCE DRIVE<br>MOORESTOWN, NJ 08057-4234   |
| <b>Contact Person:</b>                                                              | KIMBERLY VALINSKY                                                     |
| <b>Contact Phone:</b>                                                               | 856-727-1100                                                          |
| <b>Order Fax:</b>                                                                   | 856-727-1955                                                          |
| <b>Contract#:</b>                                                                   | 75245                                                                 |
| <b>Expiration Date:</b>                                                             | 09/30/13                                                              |
| <b>Terms:</b>                                                                       | NONE                                                                  |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                           |
| <b>Small Business Enterprise:</b>                                                   | YES                                                                   |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                    |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                    |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                       |
| <b>Vendor Name &amp; Address:</b>                                                   | PITNEY BOWES INC<br>300 PHILLIPS BLVD<br>SUITE 300<br>EWING, NJ 08618 |
| <b>Contact Person:</b>                                                              | RUSSELL RODD                                                          |
| <b>Contact Phone:</b>                                                               | 860-680-3586                                                          |
| <b>Order Fax:</b>                                                                   | 609-895-1642                                                          |
| <b>Contract#:</b>                                                                   | 75237                                                                 |
| <b>Expiration Date:</b>                                                             | 09/30/13                                                              |
| <b>Terms:</b>                                                                       | NONE                                                                  |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                           |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                    |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                    |

|                                 | PER-CALL MAINTENANCE INCLUDING ALL LABOR<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                                                                                             |                               |       |            |            |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------|------------|------------|
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                           | EST QUANTITY                  | UNIT  | % DISCOUNT | UNIT PRICE |
| 00006                           | COMM CODE: 939-52-058781<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>TRAVEL CHARGE - FLAT RATE PER VISIT<br><br>TOTAL TRAVEL CHARGE PER VISIT TO AGENCY<br><br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET | 1.000                         | TRIP  | NET        | N/A        |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                           | EST QUANTITY                  | UNIT  | % DISCOUNT | UNIT PRICE |
| 00007                           | COMM CODE: 939-52-058781<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>EQUIPMENT PURCHASE MISCELLANTIOUS<br><br>NOT LISTED ELSEWHERE,<br>NOT RENTED OR LEASED                                             | 1.000                         | EACH  | NET        | N/A        |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                           | EST QUANTITY                  | UNIT  | % DISCOUNT | UNIT PRICE |
| 00008                           | COMM CODE: 985-54-077483<br>[RENTAL OR LEASE SERVICES OF OFFICE,...]<br><br>ITEM DESCRIPTION:<br>MAILING EQUIPMENT (POSTAGE METER RENTAL)<br>(LINE ONLY FOR METER RENTALS)<br><br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET       | 1.000                         | MONTH | NET        | N/A        |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                           | EST QUANTITY                  | UNIT  | % DISCOUNT | UNIT PRICE |
| 00009                           | COMM CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT - REPAIR PARTS<br>(AFTER 1ST YEAR - REPAIR PARTS LISTING)<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET           | 1.000                         | EACH  | NET        | N/A        |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                           | EST QUANTITY                  | UNIT  | % DISCOUNT | UNIT PRICE |
| 00010                           | COMM CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT (TRADE IN ONLY)<br><br>NOTE THIS MUST BE A NEGATIVE NUMBER<br><br>DELIVERY: 30 DAYS ARO                         | 1.000                         | EACH  | NET        | N/A        |
| <b>Vendor:</b> PITNEY BOWES INC |                                                                                                                                                                                                                                  | <b>Contract Number:</b> 75237 |       |            |            |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                           | EST QUANTITY                  | UNIT  | % DISCOUNT | UNIT PRICE |
| 00001                           | COMM CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT (PURCHASE ONLY)<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                     | 1.000                         | EACH  | NET        | N/A        |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                           | EST QUANTITY                  | UNIT  | % DISCOUNT | UNIT PRICE |
| 00002                           | COMM CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT ACCESSORIES<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                         | 1.000                         | EACH  | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                     | EST QUANTITY | UNIT  | % DISCOUNT | UNIT PRICE |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|------------|------------|
| 00003 | COMM CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT CONSUMABLE SUPPLIES<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                                                                           | 1.000        | EACH  | NET        | N/A        |
| 00004 | COMM CODE: 939-52-058781<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>EQUIPMENT MAINTENANCE CONTRACTS<br><br>CONTRACTS FOR 12 MONTH PERIOD<br><br>ALL CONTRACTS INCLUDE THE FOLLOWING:<br>LABOR, PREVENTATIVE MAINTENANCE & TRAVEL<br><br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET | 1.000        | EACH  | NET        | N/A        |
| 00005 | COMM CODE: 939-52-058780<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAINTENANCE - PER-CALL - HOURLY RATE<br><br>PER-CALL MAINTENANCE INCLUDING ALL LABOR<br><br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                         | 1.000        | HOUR  | NET        | N/A        |
| 00006 | COMM CODE: 939-52-058781<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>TRAVEL CHARGE - FLAT RATE PER VISIT<br><br>TOTAL TRAVEL CHARGE PER VISIT TO AGENCY<br><br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                           | 1.000        | TRIP  | NET        | N/A        |
| 00007 | COMM CODE: 939-52-058781<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>EQUIPMENT PURCHASE MISCELLANIOUS<br><br>NOT LISTED ELSEWHERE,<br>NOT RENTED OR LEASED                                                                                                                        | 1.000        | EACH  | NET        | N/A        |
| 00008 | COMM CODE: 985-54-077483<br>[RENTAL OR LEASE SERVICES OF OFFICE,...]<br><br>ITEM DESCRIPTION:<br>MAILING EQUIPMENT (POSTAGE METER RENTAL)<br>(LINE ONLY FOR METER RENTALS)<br><br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                                 | 1.000        | MONTH | NET        | N/A        |
| 00009 | COMM CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT - REPAIR PARTS<br>(AFTER 1ST YEAR - REPAIR PARTS LISTING)<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                                     | 1.000        | EACH  | NET        | N/A        |

|                    |                      |
|--------------------|----------------------|
| <b>PRICE SHEET</b> | <b>TERM CONTRACT</b> |
|--------------------|----------------------|

|                                                                                                                                |                                                                         |               |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------|
| PROCUREMENT BUREAU<br>PURCHASE BUREAU<br>STATE OF NEW JERSEY<br>33 WEST STATE ST 9TH FL<br>PO BOX 230<br>TRENTON NJ 08625-0230 | NUMBER : A75237<br>T-NUMBER : T0200<br><br>CONTRACTOR: PITNEY BOWES INC | PAGE<br><br>2 |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------|

| LINE NO. | COMMODITY/SERVICE DESCRIPTION                                                                                                                                                                                                                                                                               | ESTIMATED QUANTITY | UNIT  | UNIT PRICE OR PERCENT DISCOUNTS | EXTENDED AMT IF APPLICABLE |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------|---------------------------------|----------------------------|
|          | UNLESS SPECIFIED OTHERWISE BELOW:<br>SHIP TO: R1<br>STATE-WIDE ONLY                                                                                                                                                                                                                                         |                    |       |                                 |                            |
| 00001    | COMMODITY CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT (PURCHASE ONLY)<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                                                                           | 1                  | EACH  | NET                             |                            |
| 00002    | COMMODITY CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT ACCESSORIES<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                                                                               | 1                  | EACH  | NET                             |                            |
| 00003    | COMMODITY CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT CONSUMABLE SUPPLIES<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                                                                       | 1                  | EACH  | NET                             |                            |
| 00004    | COMMODITY CODE: 939-52-058781<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>EQUIPMENT MAINTENANCE CONTRACTS<br><br>CONTRACTS FOR 12 MONTH PERIOD<br><br>ALL CONTRACTS INCLUDE THE FOLLOWING:<br>LABOR, PREVENTATIVE MAINTENANCE & TRAVEL<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET | 1                  | EACH  | NET                             |                            |
| 00005    | COMMODITY CODE: 939-52-058780<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>MAINTENANCE - PER-CALL - HOURLY RATE<br><br>PER-CALL MAINTENANCE INCLUDING ALL LABOR<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                         | 1                  | HOUR  | NET                             |                            |
| 00006    | COMMODITY CODE: 939-52-058781<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>TRAVEL CHARGE - FLAT RATE PER VISIT<br><br>TOTAL TRAVEL CHARGE PER VISIT TO AGENCY<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET                                                                           | 1                  | TRIP  | NET                             |                            |
| 00007    | COMMODITY CODE: 939-52-058781<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>EQUIPMENT PURCHASE MISCELLANIOUS<br><br>NOT LISTED ELSEWHERE,<br>NOT RENTED OR LEASED                                                                                                                    | 1                  | EACH  | NET                             |                            |
| 00008    | COMMODITY CODE: 985-54-077483<br>[RENTAL OR LEASE SERVICES OF OFFICE,...]                                                                                                                                                                                                                                   | 1                  | MONTH | NET                             |                            |
|          | ITEM DESCRIPTION:                                                                                                                                                                                                                                                                                           |                    |       |                                 |                            |

VENDOR COPY

**PRICE SHEET**

**TERM CONTRACT**

PROCUREMENT BUREAU  
 PURCHASE BUREAU  
 STATE OF NEW JERSEY  
 33 WEST STATE ST 9TH FL  
 PO BOX 230  
 TRENTON NJ 08625-0230

NUMBER : A75237  
 T-NUMBER : T0200  
 CONTRACTOR: PITNEY BOWES INC

PAGE  
 3

| LINE NO. | COMMODITY/SERVICE DESCRIPTION                                                                                                                                                                                                                                                                                                                    | ESTIMATED QUANTITY | UNIT | UNIT PRICE OR PERCENT DISCOUNTS | EXTENDED AMT IF APPLICABLE |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------|---------------------------------|----------------------------|
| 00009    | MAILING EQUIPMENT (POSTAGE METER RENTAL)<br>(LINE ONLY FOR METER RENTALS)<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET<br>COMMODITY CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT - REPAIR PARTS<br>(AFTER 1ST YEAR - REPAIR PARTS LISTING)<br>PRICES LISTED IN AT-A-GLANCE SPREADSHEET | 1                  | EACH | NET                             |                            |
| 00010    | COMMODITY CODE: 939-52-077484<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br>ITEM DESCRIPTION:<br>MAILROOM EQUIPMENT (TRADE IN ONLY)<br>NOTE THIS MUST BE A NEGATIVE NUMBER                                                                                                                                                                         | 1                  | LOT  | -\$ 1.00                        |                            |

**CITY OF JERSEY CITY**

|                      |
|----------------------|
| <b>Requisition #</b> |
| 0160190              |

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

**Requisition**

**Vendor**  
 PITNEY BOWES  
 27 WATERVIEW DRIVE  
 SHELTON CT 06484

**Dept. Bill To**  
 ADMINISTRATIVE SERVICES  
 575 ROUTE 440  
 2ND FLOOR  
 JERSEY CITY NJ 07305

SC

**Dept. Ship To**  
 575 ROUTE 440  
 2ND FLOOR  
 JERSEY CITY NJ 07305

PI439607

**Contact Info**

STEVE  
 0000004904  
**Account**

| Quantity | UOM | Description     | Account           | Unit Price | Total     |
|----------|-----|-----------------|-------------------|------------|-----------|
| 1.00     | EA  | POSTAGE MACHINE | 01-201-31-433-402 | 43,032.00  | 43,032.00 |

POSTAGE MACHINE FOR THE MAILROOM  
 IN THE MUNICIPAL COURT ROOM 239  
 STATE CONTRACT # A75237  
 SEE ATTACHED  
 COST INCLUDES 1ST: YEAR MAINTENANCE  
 2ND YEAR MAINTENANCE AT \$4,150.00  
 3RD YEAR MAINTENANCE AT \$4,150  
 METER RENTAL AT \$336.00 QUARTERLY  
 MAINTENANCE INCLUDES ALL UPGRADES  
 MAIL MANAGEMENT TRAINING SEMINAR IN ATLANTA, GA.  
 FOR TWO EMPLYEES WITHIN 1ST YEAR ALL COSTS  
 INCLUDED EXCEPT AIRFARE

UNDER THE PROCLAMATION OF LOCAL DISASTER/EMERGENCY  
 DUE TO HURRICANE SANDY

PURCHASE ORDER SHOULD BE SENT TO  
 RUSSELL RODD  
 GOVERNMENT ACCOUNT MANAGER  
 MAIL LOCATION MSC 27-1C

Requisition Total      43,032.00

Req. Date: 12/05/2012

Requested By: STEVE

Buyer Id:

Approved By: Steve Miller  
 12/16/12

**This Is Not A Purchase Order**

## Pricing Executive Summary

### Proposed System

Connect+3000( production unit 310/205)

10 lb. scale

Color printing

Shape based module

100 dept. accounting

Printer

Certified confirmation services ( electronic certified enabled)

Color graphics

Power stacker

Console

Intellink meter

Arrival receiving station w PC

Wedge scanner

Data collector for signatures

Service agreement (including print heads)

Meter rental w rate changes

36 month lease-\$ 1945\*

48 month lease-\$1675\*

60 month lease-\$1507\*

\*NJPA LEASE PRICING

PURCHASE PRICE FOR ABOVE

\$43032

Annual service agreement

\$4150

Quarterly meter rental

\$336

Notes:

CREDIT FOR UNUSED SERVICE AND METER RENTAL WILL BE APPLIED TO YOUR ACCOUNT



**Pitney Bowes**

Every connection is a new opportunity.



**STATE OF NEW JERSEY**  
 PROCUREMENT BUREAU  
 33 WEST STATE ST 8TH FL TRENTON, NJ 08625-0230

NUMBER : A75237  
 DATE : 09/28/12  
 BUYER : FRED TUCKER  
 PHONE : (609) 292-5389  
 EFFECTIVE DATE : 10/01/09  
 EXPIRATION DATE : 09/30/13  
 T-NUMBER : T0200  
 CONTRACTOR : PITNEY BOWES INC

PAGE: 1

TERM CONTRACT  
 MAILROOM EQUIPMENT AND MAINTENANCE  
 VARIOUS STATE AGENCIES

PITNEY BOWES INC  
 300 PHILLIPS BLVD  
 SUITE 300  
 EWING NJ 08618

VENDOR NO. : 060495050 00  
 VENDOR PHONE : (609) 895-1781  
 FEIN/SSN : 060495050  
 REQ AGENCY : 822050  
 PROCUREMENT BUREAU  
 AGENCY REQ NO. :  
 PURCH REQ NO. : 1037225  
 FISCAL YEAR : 10  
 COMMODITY CODE : 93952  
 SOLICITATION # : 20783  
 BID OPEN DATE : 06/19/09

TERM CONTRACT FROM: 10/01/09 TO: 09/30/13 ESTIMATED AMOUNT: \$ 1.00

- 1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/01/09  
 CONTRACT ENDING ORDERING PERIOD DATE IS:09/30/13
- 2. F.O.B. POINT: DESTINATION
- 3. DELIVERY DELIVERY WILL BE MADE WITHIN 30 DAYS ARO UNLESS  
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
 SCHEDULE IS ENCLOSED HEREIN:NO
- CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
- PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00  
 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
- 6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
- 7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER  
 THE COOPERATIVE PROCUREMENT PROGRAM YES
- 8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:060495050
- 9. AWARDED LINES: YOU WERE AWARDED 10 LINES FROM THE SOLICITATION NUMBER 20783 .  
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 20783 INCLUDING ANY ADDENDA  
 THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE  
 INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND  
 PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER  
 REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

 9/28/12  
 BUYER DATE

 9/28/12  
 FOR DIRECTOR DATE  
 DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED  
 GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN  
 RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

CITY OF JERSEY CITY

*Emergency Req*

|               |
|---------------|
| Requisition # |
| 0160190       |

|               |
|---------------|
| Assigned PO # |
| 108345        |

Requisition

Vendor  
 PITNEY BOWES  
 27 WATERVIEW DRIVE  
 SHELTON CT 06484

Dept. Bill To  
 ADMINISTRATIVE SERVICES  
 575 ROUTE 440  
 2ND FLOOR  
 JERSEY CITY NJ 07305

Dept. Ship To  
 575 ROUTE 440  
 2ND FLOOR  
 JERSEY CITY NJ 07305

PI439607

Contact Info  
 STEVE  
 0000004904  
 Account

*OK PT 12/17/12*

| Quantity | UOM | Description     | Account           | Unit Price | Total     |
|----------|-----|-----------------|-------------------|------------|-----------|
| 1.00     | EA  | POSTAGE MACHINE | 01-201-31-433-402 | 43,032.00  | 43,032.00 |

POSTAGE MACHINE FOR THE MAILROOM  
 IN THE MUNICIPAL COURT ROOM 239  
 STATE CONTRACT # A75237  
 SEE ATTACHED  
 COST INCLUDES 1ST: YEAR MAINTENANCE  
 2ND YEAR MAINTENANCE AT \$4,150.00  
 3RD YEAR MAINTENANCE AT \$4,150  
 METER RENTAL AT \$336.00 QUARTERLY  
 MAINTENANCE INCLUDES ALL UPGRADES  
 MAIL MANAGEMENT TRAINING SEMINAR IN ATLANTA, GA.  
 FOR TWO EMPLOYEES WITHIN 1ST YEAR ALL COSTS  
 INCLUDED EXCEPT AIRFARE

*UNDER THE PROCLAMATION OF LOCAL DISASTER/EMERGENCY  
 DUE TO HURRICANE SANDY*

PURCHASE ORDER SHOULD BE SENT TO  
 RUSSELL RODD  
 GOVERNMENT ACCOUNT MANAGER  
 MAIL LOCATION MSC 27-1C

*Steve Conner*

Requisition Total 43,032.00

Req. Date: 12/05/2012  
 Requested By: STEVE  
 Buyer Id:

Approved By: *Steve Miller*

*12/16/12*

This Is Not A Purchase Order

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

City Clerk File No. Res. 12-882

Agenda No. 10.Z.21

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR THE REBUILD OF CITY HALL COMPUTER ROOM DESTROYED BY HURRICANE SANDY FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, the Division of Information Technology requires **The Rebuild of the City Hall Computer Room**; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Dell Marketing L.P., One Dell Way, RR1 MS17, Round Rock, Texas 78692 is in possession of State Contract No. **A70256**, submitted a proposal for email archiving and recovery services; and

**WHEREAS**, funds are available for this contract in **Administration, Information Technology/Capital Fund**;

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-920-990 | 108243 | A70256         | \$159,098.56   |

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Dell Marketing L.P.**, 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 receive the material pursuant to the contract, that the same has been received and that 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 upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that 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**, this contract shall be subject to the condition that the vendor/contractor 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 be it further

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR THE REBUILD OF CITY HALL COMPUTER ROOM DESTROYED BY HURRICANE SANDY FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, Dell Marketing L.P. has completed and submitted a Business Entity Disclosure Certification which certifies that Dell Marketing L.P. 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 Dell Marketing L.P. from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 04-215-55-920-990

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-920-990 | 108243 | A70256         | \$159,098.56   |

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pc  
11/30/12

APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | COLEMAN       | ✓   |     |      | 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 AWARD OF CONTRACT TO DELL MARKETING FOR DELIVERY AND SUPPLY OF PC NETWORK CABINETS, RACKS, WIRE MANAGEMENT SYSTEMS, BACKUP POWER SYSTEMS AND AIR CONDITIONING SYSTEMS FOR THE NEW CITY HALL COMPUTER ROOM. UNDER STATE CONTRACT, FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY.

**2. Name and Title of Person Initiating Ordinance/Resolution :**

ROBERT MAGRO, DIRECTOR, IT DIVISION

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

REPLACE SYSTEMS IN THE BASEMENT OF CITY HALL (OLD COMPUTER ROOM) DESTROYED BY HURRICANE SANDY.

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

TO MAINTAIN PC NETWORK OPERATIONS, VOIP TELEPHONE SERVICE AND PC NETWORK FILE OPERATIONS IN CITY HALL THE COMPUTER ROOM MUST BE REBUILT.

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

CONTINUED/UNINTERRUPTED OPERATION OF CITY OFFICES SERVING CONSTITUENTS.

**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.):**

\$159,098.56

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

DECEMBER 10, 2012

**8. Anticipated Completion Date:**

FEBRUARY 1, 2013

**9. Person Responsible for Coordinating Proposed Program/Project :**

ROBERT MAGRO, IT DIRECTOR

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12-10-12  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DELL MARKETING LP  
**Trade Name:**  
**Address:** ONE DELL WAY MS RR1-38  
ROUND ROCK, TX 78682  
**Certificate Number:** 0095191  
**Effective Date:** May 18, 2010  
**Date of Issuance:** November 27, 2012

**For Office Use Only:**  
20121127082030662



By Schneider Electric

APC by Schneider Electric  
132 Fairgrounds Road  
West Kingston RI 02892 United States



| Detailed Quote Report                               |                                              |
|-----------------------------------------------------|----------------------------------------------|
| <b>Today's Date:</b> 14-NOV-2012                    | <b>Solution Number:</b> ISX0000959105-0006   |
| <b>Quote Number:</b> 1-1TRG7FD / 5                  | <b>Solution Status:</b> Approved             |
| <b>Sales Rep:</b> J ROBERTS                         | <b>Total Weight:</b> 4,193 LBS / 1901.93 KGs |
| <b>Email:</b> teresa.roberts@schneider-electric.com | <b>Freight Estimate:</b>                     |
| <b>Phone:</b>                                       | <b>Standard Lead Time:</b>                   |
| <b>Effective As Of:</b> 14-NOV-2012                 | <b>Shipping Method:</b> Standard             |
| <b>Expiration Date:</b> 12-FEB-2013                 |                                              |

Contract # WN88ABZ Customer Agreement # 70256-WSCA/NASPO  
WSCA Agent Code # AG67ADH

| Qty | Product            | Description                                                                  |
|-----|--------------------|------------------------------------------------------------------------------|
| 2   | ACRD100            | InRow RD, 300mm, Air Cooled, 208-230V, 60Hz                                  |
| 2   | ACCD75214          | Condenser 1 Fan, Single Circuit, 2.4 MBH/1F TD, 208-240V/1/60                |
| 2   | ACAC75009          | Flooded Receiver 17lb, R410A, 6" Diameter, 18" Length                        |
| 2   | ACAC10022          | Isolation Valve Assemblies, 1/2" ODF                                         |
| 2   | ACAC10007          | InRow Roof Height Adapter, SX42U to SX48U 300 MM                             |
| 2   | AP9335TH           | APC Temperature & Humidity Sensor                                            |
| 2   | AR3107             | NetShelter SX 48U 600mm Wide x 1070mm Deep Enclosure with Sides Black        |
| 2   | AP8841             | RACK PDU 2G, METERED, ZERO, 30A, 200/208V, (36) C13 & (6) C19                |
| 2   | WSTRTUP5X8-AX-15   | Start-up Service 5X8 for In Row ACRD Half Rack 10KW                          |
| 1   | WSITECOORD         | Site Coordination Service                                                    |
| 2   | WASSEM5X8-AX-15    | Scheduled Assembly Service 5X8 for InRow RD10 kW Water/Glycol and Air cooled |
| 1   | WASSEM5X8-5R-PX-20 | 5X8 Scheduled Assembly Service for 1-5 Racks                                 |
| 2   | WOE2YR-AX-15       | 2 Year On-Site Warranty Extension for (1) In Row ACRD Half Rack 10KW         |
| 2   | WSPMV5X8-AX-15     | Semi-Annual Preventative Maintenance 5X8 for In Row ACRD Half Rack 10kw      |
| 1   | WCONFIG1NB-NB-10   | Netbotz Configuration Service in ISX Designer 1                              |
| 1   | SYA16K16PXR        | APC Symmetra LX 16kVA Scalable to 16kVA N+1 Ext. Run Tower, 208/240V         |
| 4   | SYBT5              | APC Symmetra LX Battery Module                                               |
| 2   | SYPD11             | APC Symmetra RM and LX 208/240V Backplate Kit w/(2) L6-30R                   |
| 1   | SBP16KP            | APC Service Bypass Panel- 200/208/240V; 100A; MBB; Hardwire input/output     |
| 2   | SYAPD1             | APC Symmetra LX power distribution panel; (1) L14-30, (2) L5-20              |
| 1   | WBEXTWAR3YR-SP-08  | Service Pack 3 Year Warranty Extension (for new product purchases)           |
| 1   | WASSEMUPS-3R-SY-00 | Scheduled 5X8 Assembly and Power-Up Service                                  |
| 1   | QWINSTALL-MISC-    | PRODUCT PROFESSIONAL SERVICES OTHER MECHANICAL INSTALL FOR 2                 |



by Schneider Electric

APC by Schneider Electric  
132 Fairgrounds Road  
West Kingston RI 02892 United States



|   |                 |                                                   |
|---|-----------------|---------------------------------------------------|
|   | QBED83209-01    | RD UNITS                                          |
| 1 | QWINSTALL-MISC- | PRODUCT PROFESSIONAL SERVICES OTHER COMPUTER ROOM |
|   | QBED39345-00    | FLOORING INSTALL                                  |

**Product Total: \$120,596.07**

This solution is approved based on the following cooling performances and guidelines. Please be advised, that any change to these parameters may cause different performance than designed. APC will not take responsibility for a solution's performance if running on different parameters than specified below. Solution approved based on "N" cooling. ~~~~~ InRow RD100 Air Cooled units are assumed to be operating at 120 F (48.9 C) Condensing Temperature with and 85 F DB / 64.5F WB (29.4 C DB / 18.1 C WB) return air temperature. - ACRD10x Sensible Cooling Capacity = 2 - 8.5kW (+/- 5%) with 75 DegF Return Air Temperature. Minimum Heat Load Required for each ACRD Air Cooled DX unit is 2 kW per unit. - ACRD10x Sensible Cooling Capacity = 2 - 9.1 kW (+/- 5%) with 80 DegF Return Air Temperature. Minimum Heat Load Required for each ACRD Air Cooled DX unit is 2 kW per unit. - ACRD10x Sensible Cooling Capacity = 2 - 9.9 kW (+/- 5%) with 85 DegF Return Air Temperature. Minimum Heat Load Required for each ACRD Air Cooled DX unit is 2 kW per unit. - Operation with less than minimum load may result in temperatures outside of ASHRAE recommended thermal guidelines. - InRow RD100 Air Cooled airflow is assumed to be at the maximum 2290 CFM - Maximum refrigerant pipe equivalent distance from condenser must be less than 150 ft. total and not more than 70 ft vertical above. - APC matched condensers are sized to operate at 120 F condensing temperature based on the specified ambient conditions for each condenser. - Actual performance conditions may differ and should be verified based on site-specific conditions. (See Technical Data Manual for performance conditions)- APC-MGE does not provide refrigerant lines, fittings, piping components, R410A refrigerant and POE oil charge, pressure relief line, and condensate removal piping.

| Billing Information | Customer Information                                            | Shipping Information                                            |
|---------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|
|                     | City of Jersey City<br>1 JOURNAL SQUARE PLZ<br>3RD FL INFO TECH | City of Jersey City<br>1 JOURNAL SQUARE PLZ<br>3RD FL INFO TECH |
|                     | JERSEY CITY<br>NJ 07306-4004<br>UNITED STATES                   | JERSEY CITY<br>NJ 07306-4004<br>UNITED STATES                   |

| IMPORTANT NOTES                                       |
|-------------------------------------------------------|
| Quote will expire on 12-FEB-2013<br>Prices are in USD |

**DELL****QUOTATION**

QUOTE #: 636776361

Customer #: 69796111

Contract #: WN88ABZ

Customer Agreement #: 70256-WSCA/NASPO

Quote Date: 11/13/12

Date: 11/13/12 9:37:18 AM

Customer Name: CITY OF JERSEY CITY

|                      |             |                                |   |
|----------------------|-------------|--------------------------------|---|
| TOTAL QUOTE AMOUNT:  | \$38,502.49 |                                |   |
| Product Subtotal:    | \$38,502.49 |                                |   |
| Tax:                 | \$0.00      |                                |   |
| Shipping & Handling: | \$0.00      |                                |   |
| Shipping Method:     | Ground      | Total Number of System Groups: | 1 |

|                             |                                                                                                        |                           |                          |
|-----------------------------|--------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|
| GROUP:<br>1                 | QUANTITY: 1                                                                                            | SYSTEM PRICE: \$38,502.49 | GROUP TOTAL: \$38,502.49 |
| Base Unit:                  | Dell EqualLogic PS6100X, Mainstream Performance, 10K SAS Drives (225-1190)                             |                           |                          |
| Processor:                  | 21.6TB capacity, 10K SAS, 24x 900GB (342-3374)                                                         |                           |                          |
| Hard Drive Controller:      | Dual Controllers, HA with failover (331-2545)                                                          |                           |                          |
| Documentation Diskette:     | EqualLogic array may not be returned (468-8817)                                                        |                           |                          |
| Factory Installed Software: | Synchronous and Point-in-Time Replication (468-7110)                                                   |                           |                          |
| Software Disk Two:          | Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155)                      |                           |                          |
| Feature                     | SAN HQ multi group monitoring software (468-7156)                                                      |                           |                          |
| Feature                     | RackRails, RapidRails for Dell Rack (330-6048)                                                         |                           |                          |
| Service:                    | MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (936-8388)                                         |                           |                          |
| Service:                    | EqualLogic Advanced Software Warranty and Service, 7x24 Access, 3 Year (954-0109)                      |                           |                          |
| Service:                    | ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (954-7452)                                |                           |                          |
| Service:                    | Dell Hardware Limited Warranty Initial Year (968-2911)                                                 |                           |                          |
| Service:                    | Dell Hardware Limited Warranty Extended Year (968-2912)                                                |                           |                          |
| Service:                    | Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-2945) |                           |                          |
| Service:                    | Mission Critical Package: 4-Hour 7x24 On-Site Service with                                             |                           |                          |

|               |                                                                                                                                                                   |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | Emergency Dispatch, 2 Year Extended (968-2948)                                                                                                                    |
| Service:      | Dell ProSupport. For tech support, visit<br><a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-800-945-3355 (989-3439) |
| Installation: | Remote Implementation of a Dell Equallogic Array (961-3859)                                                                                                       |
| Support:      | Proactive Maintenance Service, EQL, 1 Event per yr, 1 yr (926-2989)                                                                                               |
| Service One:  | EqualLogic Reference Architecture, Cisco 3750X, PS6100/6500, upto 3 arrays (996-2809)                                                                             |
| Misc:         | Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)                                                                                             |
| Misc:         | Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)                                                                                             |
|               |                                                                                                                                                                   |

| SOFTWARE & ACCESSORIES                                                                                                                    |          |                             |        |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------|--------|
| Product                                                                                                                                   | Quantity | Unit Price                  | Total  |
| Dell Education Services - No EqualLogic Training Requested - visit<br><a href="http://www.Learndell.com">www.Learndell.com</a> (994-3849) | 1        | \$0.00                      | \$0.00 |
| Number of S & A Items: 1                                                                                                                  |          | S&A Total Amount:<br>\$0.00 |        |

|                |                                                            |            |                |
|----------------|------------------------------------------------------------|------------|----------------|
| SALES REP:     | JASON YEH (Fax: 512-283-5021)                              | PHONE:     | 1-866-537-0706 |
| Email Address: | <a href="mailto:jason_yeh@dell.com">jason_yeh@dell.com</a> | Phone Ext: | 5139160        |

Please review this quote carefully. You may order online by signing into Premier at [www.premier.dell.com](http://www.premier.dell.com). Click on the eQuotes link. To order without Premier, go to [www.dell.com/qto](http://www.dell.com/qto).

If you do not have a separate agreement with Dell that applies to your order, please refer to [www.dell.com/terms](http://www.dell.com/terms) as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at [www.dell.com/partner](http://www.dell.com/partner).

If your order includes services, visit [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts) for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change.

Sales tax on products shipped is based on "Ship To" address, and for downloads is based on

"Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption

certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023.

Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied.

For Asset Recovery/Recycling Services, visit [www.dell.com/assetrecovery](http://www.dell.com/assetrecovery).

Notice of Award  
Term Contract(s)

M-0483

WSCA COMPUTER CONTRACT

|                       |
|-----------------------|
| Vendor Information    |
| Authorized Dealers    |
| By Vendor             |
| Email to MARK GILBERT |

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [Notice of Award \(NOA\) Text Adobe PDF \(56 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(25 kb\)](#)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance\) Adobe PDF \(41 kb\)](#)
- [Amendment #2 - Contract Change Adobe PDF \(41 kb\)](#)
- [Amendment #3 - Agency Information Change Adobe PDF \(9 kb\)](#)
- [Amendment #4 - Vendor Information Change Adobe PDF \(18 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(18 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \(18 kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF \(18 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

|                          |                                |
|--------------------------|--------------------------------|
| Index #:                 | M-0483                         |
| Contract #:              | VARIOUS                        |
| Contract Period:         | FROM: 10/17/07 TO: 08/31/14    |
| Applicable To:           | ALL STATE AGENCIES             |
| Cooperative Purchasing:  | POLITICAL SUBDIVISIONS*        |
| Vendor Name & Address:   | SEE VENDOR INFORMATION SECTION |
| For Purchase Bureau Use: |                                |
| Solicitation #:          | 39975                          |
| Bid Open Date:           | 00/00/00                       |
| CID #:                   |                                |
| Commodity Code:          |                                |
| Set-Aside:               | NONE                           |

**CONDITIONS AND METHODS OF OPERATION.**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
- B. Method of Operation - State Agencies Only:

**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
 PO Box 230  
 Trenton, NJ 08625  
 (609) 984-7047

|                        |                                                                                     |
|------------------------|-------------------------------------------------------------------------------------|
| Vendor Name & Address: | DELL MARKETING LP<br>ACH ELECTRONIC PAYMENT<br>ONE DELL WAY<br>ROUND ROCK, TX 78682 |
| Contact Person:        | JILL HENDERSON                                                                      |
| Contact Phone:         | 512-725-0542                                                                        |

|                               |              |
|-------------------------------|--------------|
| Order Fax:                    | 512-283-0542 |
| Contract#:                    | 70256        |
| Expiration Date:              | 08/31/14     |
| Terms:                        | NONE         |
| Delivery:                     | 30 DAYS ARO  |
| Small Business Enterprise:    | NO           |
| Minority Business Enterprise: | NO           |
| Women Business Enterprise:    | NO           |
| Cooperative Purchasing *:     | YES          |

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

Vendor: DELL MARKETING LP  
ACH ELECTRONIC PAYMENT.

Contract Number: 70256

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00001 | COMM CODE: 204-53-072691<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>DESKTOP COMPUTERS AND DESKTOP COMPUTER BUNDLES                                     | 1.000        | EACH | NET        | N/A        |
| 00002 | COMM CODE: 204-54-072692<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS AND BUNDLES | 1.000        | EACH | NET        | N/A        |
| 00003 | COMM CODE: 204-76-072693<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>PRINTERS                                                                           | 1.000        | EACH | NET        | N/A        |
| 00004 | COMM CODE: 204-68-072694<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>PERIPHERALS                                                                        | 1.000        | EACH | NET        | N/A        |
| 00005 | COMM CODE: 208-80-072695<br>[COMPUTER SOFTWARE FOR MICROCOMPUTERS...]<br><br>ITEM DESCRIPTION:<br>DESKTOP COMPUTER SOFTWARE                                                           | 1.000        | EACH | NET        | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |

|       |                                                                                                             |       |      |     |     |
|-------|-------------------------------------------------------------------------------------------------------------|-------|------|-----|-----|
| 00006 | COMM CODE: 209-83-072696<br>[COMPUTER SOFTWARE FOR MINI AND...]<br><br>ITEM DESCRIPTION:<br>SERVER SOFTWARE | 1.000 | EACH | NET | N/A |
|-------|-------------------------------------------------------------------------------------------------------------|-------|------|-----|-----|

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                        | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00007 | COMM CODE: 204-91-072697<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SERVERS AND SERVER BUNDLES | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                               | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|----------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00008 | COMM CODE: 206-89-072698<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>STORAGE SOLUTIONS | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                              | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00010 | COMM CODE: 204-64-072701<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>COMPUTER PARTS (HARD DRIVES, PATCH<br>PATCH CABLES, MEMORY ETC.) | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                             | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00011 | COMM CODE: 207-72-072702<br>[COMPUTER ACCESSORIES AND SUPPLIES]<br><br>ITEM DESCRIPTION:<br>SUPPLIES AND CONSUMABLES FOR COMPUTERS<br>AND PRINTERS | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                      | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00012 | COMM CODE: 204-88-072704<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SCANNERS | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00013 | COMM CODE: 600-72-072705<br>[OFFICE MACHINES, EQUIPMENT,<br>AND...]<br><br>ITEM DESCRIPTION:<br>MULTI-FUNCTION MACHINES | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                      | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-----------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00014 | COMM CODE: 208-65-072706<br>[COMPUTER SOFTWARE FOR<br>MICROCOMPUTERS...]<br><br>ITEM DESCRIPTION:<br>POINT-OF-SALE HARDWARE | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-----------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00015 | COMM CODE: 209-66-072707<br>[COMPUTER SOFTWARE FOR MINI<br>AND...]<br><br>ITEM DESCRIPTION:<br>POINT-OF-SALE SOFTWARE | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                         | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|--------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00016 | COMM CODE: 920-31-072779<br>[DATA PROCESSING, COMPUTER,<br>PROGRAMMING, ...]<br><br>ITEM DESCRIPTION:<br>SERVICES AND TRAINING | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                           | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|----------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00017 | COMM CODE: 920-37-074527<br>[DATA PROCESSING, COMPUTER,<br>PROGRAMMING, ...]<br><br>ITEM DESCRIPTION:<br>MAINTENANCE OF HARDWARE | 1.000        | EACH | NET        | N/A        |

CITY OF JERSEY CITY

|               |
|---------------|
| Requisition # |
| 0160055       |

|               |
|---------------|
| Assigned PO # |
|               |

**Vendor**  
 DELL MARKETING L.P.  
 ONE DELL WAY, RR8 MS41  
 ROUND ROCK TX 78682

**Requisition**  
**Dept. Bill To**  
 INFORMATION TECHNOLOGY  
 1 JOURNAL SQUARE PLAZA, 3RD FL  
 JERSEY CITY NJ 07306

*S/C*

**Dept. Ship To**  
 1 JOURNAL SQUARE PLAZA, 3RD FL  
 JERSEY CITY NJ 07306

DE147643

**Contact Info**  
 ROBERT MAGRO  
 2015474274

*OK* *11/26/12*

| Quantity | UOM | Description          | Account           | Unit Price | Total      |
|----------|-----|----------------------|-------------------|------------|------------|
| 1.00     | NA  | CITY HALL COMP. ROOM | 04-215-55-920-990 | 159,098.56 | 159,098.56 |

GOODS AND SERVICES REQUIRED TO REBUILD  
 CITY HALL COMPUTER ROOM  
 DESTROYED BY HURRICANE SANDY  
 CABINETS, AIR CONDITIONING, BATTERY BACKUPS  
 DISK DRIVES

*Some Computer w*

*Ref - 74-2616805*  
*bill 95291*

Requisition Total 159,098.56

Req. Date: 11/21/2012

Requested By: BOBM

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

Buyer Id:

**This Is Not A Purchase Order**

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

City Clerk File No. Res. 12-883

Agenda No. 10.Z.22

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR NEW YORK AVENUE IMPROVEMENTS, PROJECT NO. 11-012, 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) has received funding from NJDOT Bureau of Local Aid in the amount of \$1.3 million dollar grant for the New York Avenue Improvements project; and

**WHEREAS**, the project was advertised for public bids and on September 27, 2012, the Jersey City Council awarded a contract to the low bidder A.J.M. Contractors, Inc. Clifton, New Jersey in the amount of \$1,053,035.00; and

**WHEREAS**, the City requires the professional services of an engineering firm to provide Construction Administration Services for the New York Avenue Improvements, Project No. 11-012, to supplement the Division of Engineering, Traffic and Transportation staff and

**WHEREAS**, in response to the City's request for a Proposal, T&M Associates submitted the attached proposal dated November 15, 2012 in the amount of Fifty Six Thousand Dollars and Zero Cents (\$56,000.00); and

**WHEREAS**, T&M Associates submitted a Qualification Statement in response to the City's 2012 RFQ; and

**WHEREAS**, T&M Associates is a pre-qualified engineering firm that provides civil engineering services for projects, such as the New York Avenue Improvements Project 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 April 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, the total contract amount for professional engineering services for the Construction Administration Services for the New York Avenue Improvements, Project No. 11-012, shall be for a sum not to exceed Fifty Six Thousand Dollars and Zero Cents (\$56,000.00); and

**WHEREAS**, funding in the amount of Fifty Six Thousand Dollars and Zero Cents (\$56,000.00) is available for this expenditure from 2008 Engineering Capital Account

Account No. 04-215-55-842-990 Requisition #0160247 P.O. # 108350 Total \$56,000.00

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

**WHEREAS**, this contract is awarded pursuant to the fair and open process of the PayTo-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and T&M Associates has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

City Clerk File No. Res. 12-883

Agenda No. 10.7.22 DEC 19 2012

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR NEW YORK AVENUE IMPROVEMENTS, PROJECT NO. 11-012, 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 T&M Associates, to provide engineering services for a total contract amount not to exceed \$56,000.00.
2. The term of the contract shall be twelve (12) months with a final completion date of December 2013.
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contract Law, N.J.S.A. 40A:11-5(1)(a)(i).
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. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor 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.

2008 Engineering Capital Account

Account No. 04-215-55-842-990 Requisition #0160247 P.O. # 108350 Total \$56,000.00

Approved: [Signature] 12/10/12  
Chuck F. Lee, P.E. City Engineer

APPROVED: [Signature] 12/11/12 APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 12.19.12                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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**

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

Resolution authorizing the award of a professional engineering services contract to T&M Associates for Construction Administration Services for the New York Avenue Improvements project, Jersey City Project No. 11-012, for the Department of Public Works, Division of Engineering, Traffic and Transportation

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

Chuck F. Lee P.E., City Engineer

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

This project consists of roadway improvements to New York Avenue and including the intersection with Ravine Avenue to the Jersey City/Hoboken City Line. Specifically, the work will involve the widening of two (2) curve sections of the roadway including the repair of a sunken area, new concrete curb and sidewalk, ADA compliant curb ramps, drainage improvements, street trees, milling and resurfacing and street lighting upgrades. NJDOT Bureau of Local Aid has provided the City with a \$1.3 million dollar grant for funding of this project for the Department of Public Works, Division of Engineering, Traffic and Transportation. This resolution allows the hiring of a consultant to perform the Construction Administration Services for the project.

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

The implementation of this project will improve the ride ability of the roadway by repairing a section of sunken roadway, construct necessary drainage improvements, upgrade the street lighting, mill and resurface the roadway all to improve the safety of the roadway for the residents of Jersey City.

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

The implementation of this project will comply with NJDOT requirements and enhance the roadway benefiting the quality of life for the residents of Jersey City.

**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):**

Total Base Contract Amount to hire a consultant to perform the Construction Administration Services \$56,000.00

| <u>Funding Source</u>                           | <u>Amount</u> |
|-------------------------------------------------|---------------|
| Engineering Capital Account # 04-215-55-842-990 | \$56,000.00   |

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

Construction Services to start upon approval of the resolution.

**8. Anticipated Completion Date:**

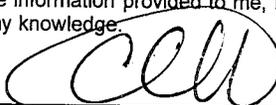
Project to be completed by fall 2013.

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

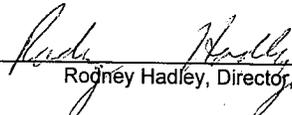
|                           |                      |                             |
|---------------------------|----------------------|-----------------------------|
| <u>Chuck F. Lee, P.E.</u> | <u>201-547- 4413</u> | <u>                    </u> |
| NAME                      | TELEPHONE            | EVENING                     |

**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.

  
\_\_\_\_\_  
Chuck F. Lee, P.E. Municipal Engineer

12/10/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rodney Hadley, Director, DPW

12/12/12  
\_\_\_\_\_  
Date

1373 BROAD STREET, SUITE 306, CLIFTON, NJ 07013-4231  
(973) 614-0005 \* fax (973) 614-0025 \* www.tandmassociates.com



JCTY-00221

November 15, 2012

Chuck F. Lee, P.E., Director of Engineering  
City of Jersey City  
Division of Engineering  
575 Route 440  
Jersey City, NJ 07305

Re: New York Avenue  
JC#11-012  
Construction Administration Services

Dear Mr. Lee:

As requested, we are submitting herewith our proposal to provide limited construction administration services for the above referenced project to include the following:

1. Attend pre-construction meeting conducted by Jersey City Project Manager, John Mucha.
2. Process all related DOT paperwork for the project.
3. Provide part time (8 hours/week) construction observation and prepare inspection reports for submission to Federal DOT.
4. Provide part time (4 hours/week) project management to support the City as needed.
5. Review shop drawings for the project, as submitted by the contractor.
4. Other services as requested by Jersey City.
5. Our designated field inspector will be Frank DeMaria and his hourly billing rate is \$84.00/hour as previously negotiated.

Your Jersey City contact for this project will be John Mucha, P.E. and all our work will be coordinated through him and your office. Our fee for the above referenced services will be a cost not to exceed \$56,000 based on anticipated effort of 520 hours over the duration of the 270 day contract and our attached billing rates including reimbursable expenses. Our services will be provided at the discretion of your department and the J.C. Project Manager.

Unless otherwise directed, we are prepared to commence work immediately and will attend the preconstruction conference to be scheduled for next week. It is our understanding that the contract has been awarded to AJM Contractors and we have a copy of the contract drawings in hand. Please forward a copy of the Notice to Proceed for our records.

Please execute and return a copy of this letter for our records.

Very truly yours,  
T&M ASSOCIATES

DOMINIC B. CARRINO, P.E.  
V.P. / DIVISION MANAGER

DBC:sp

cc: Antonios Panagopoulos, P.E.  
George Dakes

Enclosure: T&M Rates Schedule

K:\JCTY\00221\Correspondence\UCTY00221\_Lee\_DBC\_construction administration services.docx

ACCEPTED FOR THE CITY OF JERSEY CITY  
ENGINEERING DEPARTMENT

CHUCK E. LEE, P.E.  
CITY ENGINEER

12/10/12  
DATE

# AGREEMENT

Agreement made this                      day of                      , 2012 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and T&M ASSOCIATES, 1373 Broad Street, Suite 306, Clifton, New Jersey 07013, (hereinafter referred to as ("CONSULTANT").

**WHEREAS**, the CITY requires the services of a professional engineering firm to provide Construction Administration Services in connection with the New York Avenue Improvements, J.C. Project No. 11-012; and

**WHEREAS**, CONSULTANT submitted a proposal dated November 15, 2012, describing the services it would provide to the CITY for the fee of \$56,000.00; and

**WHEREAS**, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to Construction Administration Services; 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 professional services of an engineering firm to provide Construction Administration Services for the New York Avenue Improvements, Project No. 11-012, to supplement the Division of Engineering, Traffic and Transportation staff.

## **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 Proposal prepared by the CONSULTANT dated November 15, 2012 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 twelve (12) months after execution of this Agreement. The Construction Administration Services shall be completed and submitted to the City by fall 2013.

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 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 Construction Administration Services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated November 15, 2012, with a total cost not to exceed Fifty Six Thousand Dollars and Zero Cents (\$56,000.00).

2. CONSULTANT shall submit to 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. 09-014.

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 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:**

**T&M ASSOCIATES**

\_\_\_\_\_

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

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
PETER SORIERO  
Risk Manager

11-16-10

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

City Clerk File No. Res. 12-884

Agenda No. 10.Z.23

Approved: DEC 19 2012



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT INC. (DRESDNER ROBIN), FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE JUNCTION, PROJECT NO. 05-008, 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) has received funding from State of New Jersey Department of Transportation (Federal Funds \$500,000) and the J.C. Urban Enterprise Zone (UEZ Grant \$833,795) for a total amount of \$1,333,795.00 dollars for The Junction project; and

**WHEREAS**, the project was advertised for public bids and the Jersey City Council awarded a contract to the low bidder Shauger Property Services, Inc. East Orange, New Jersey in the amount of \$1,093,019.00

**WHEREAS**, the City requires the professional services of an engineering firm to provide final Construction Administration Services including preparing an as-built survey, final inspection and preparation of final program documentation for The Junction, Project No. 05-008; and

**WHEREAS**, in response to the City's request for a Proposal, Dresdner Robin Environmental Management, Inc. (Dresdner Robin) submitted the attached proposal dated November 26, 2012 in the amount of Thirty Five Thousand Dollars and Zero Cents (\$35,000.00); and

**WHEREAS**, Dresdner Robin submitted a Qualification Statement in response to the City's 2012 RFQ; and

**WHEREAS**, Dresdner Robin is a pre-qualified engineering firm that provides civil engineering services for projects, such as The Junction Project, 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 April 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, Dresdner Robin has certified that it has not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be in violations of Section One of The City of Jersey's Contractor Pay-to-Play Reform Ordinance 09-128;

**WHEREAS**, the total contract amount for professional engineering services for the Construction Administration Services for The Junction, Project No. 05-008, shall be for a sum not to exceed Thirty Five Thousand Dollars and Zero Cents (\$35,000.00); and

**WHEREAS**, funding in the amount of Thirty Five Thousand Dollars and Zero Cents (\$35,000.00) is available for this expenditure from UEZ Grant:

Account No. 02-213-40-899-314 Requisition # 0160317 P.O. # 108351 Total \$35,000.00

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

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

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. (DRESDNER ROBIN), FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE JUNCTION, PROJECT NO. 05-008, 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 to exceed \$35,000.00.
2. The term of the contract shall be twelve (12) months with a final completion date of December 2013.
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contract Law, N.J.S.A. 40A:11-5(1)(a)(i).
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. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor 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.

Account No. 02-213-40-899-314 Requisition # 0160317 P.O. # 108351 Total \$35,000.00

Approved: [Signature] 12/10/12  
Chuck F. Lee, P.E. City Engineer

APPROVED: [Signature] 12/11/12 APPROVED AS TO LEGAL FORM  
RODNEY HADLEY, DIRECTOR, DPW

APPROVED: [Signature]  
Business Administrator

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | COLEMAN       | ✓   |     |      | 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**

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

Resolution authorizing the award of a professional engineering services contract to Dresdner Robin for Construction Administration Services for The Junction Project, Jersey City Project No. 05-008, for the Department of Public Works, Division of Engineering, Traffic and Transportation

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

Chuck F. Lee P.E., City Engineer

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

This project consists of streetscape improvements to The Junction, formed by three streets; Communipaw Avenue, Grand Street and Summit Avenue. Specifically, the work will involve a new plaza area at the intersection with streetscape amenities such as benches, tables, landscaping and a signature trellis structure with The Junction name, new concrete curb and sidewalk, ADA compliant curb ramps, new street lighting and shade trees. NJDOT and the UEZ have provided funding for this project for the Department of Public Works, Division of Engineering, Traffic and Transportation. This resolution allows the hiring of a consultant to complete the Construction Administration Services for the project.

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

Award of this contract to Dresdner Robin for Construction Administration Services for The Junction, formed by three streets; Communipaw Avenue, Grand Street and Summit Avenue.

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

The Junction streetscape project will improve pedestrian and vehicular traffic flow and safety, improve culture venues for the community and future redevelopment. Grand Street is the gateway to Historic Downtown and the Jersey City Waterfront.

**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):**

Total Base Contract Amount to hire a consultant to perform the Construction Administration Services \$35,000.00

| <u>Funding Source</u>                 | <u>Amount</u> |
|---------------------------------------|---------------|
| UEZ Grant Account # 02-213-40-899-314 | \$35,000.00   |

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

Construction Services to start upon approval of the resolution.

**8. Anticipated Completion Date:**

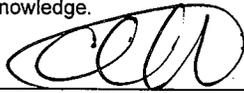
Project to be completed by fall 2013.

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

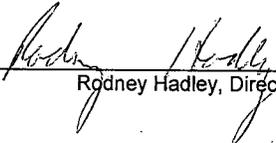
|                           |                      |                             |
|---------------------------|----------------------|-----------------------------|
| <u>Chuck F. Lee, P.E.</u> | <u>201-547- 4413</u> | <u>                    </u> |
| NAME                      | TELEPHONE            | EVENING                     |

**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.

  
\_\_\_\_\_  
Chuck F. Lee, P.E. Municipal Engineer

12/10/12  
Date

  
\_\_\_\_\_  
Rodney Hadley, Director, DPW

12/11/12  
Date

November 26, 2012

Mr. Chuck Lee, PE  
Director of Engineering and Traffic Engineering  
Department of Public Works  
Division of Engineering  
575 Route 440  
Jersey City, New Jersey 07305

Re: The Junction  
Jersey City

Dear Mr. Lee:

Dresdner Robin is pleased to submit this proposal to provide engineering services related to the construction close-out of the subject project.

#### PROJECT DESCRIPTION

The Junction is a multi-use public open space constructed at the junction of Communipaw and Grand Streets in Jersey City. Dresdner Robin provided design plans for the project, and continues to provide construction support to the Division of Engineering.

#### WORK SCOPE

Construction inspection and close-out services as directed by the Division of Engineering. Services which will consist of but not be limited to as-built survey, final inspection and final quantity measurements, preparation of program documentation and reports as may be required by State funding agreements.

#### FEE BASIS

Work will be performed on an as directed time and expense basis in accordance with the attached fees schedule.

A budget of \$ 35,000 is requested to perform the anticipated scope of services. Individual task budgets will be established as work assignments are developed by the Division of Engineering.

Labor, subconsultant and reimbursable charges will be invoiced monthly and are due for payment within 30-days of invoice date. Interest in the rate of 1.5% (18% annually) may be charged on past due amounts. Billing rates

## DRESDNER ROBIN

---

Engineering  
Environmental  
Planning  
Land Survey  
Landscape  
Architecture  
Real Estate  
Consulting

---

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

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



are subject to an annual review in January of each year and will be adjusted to reflect the prevailing rate.

Expenses for phone, travel, printing, express mail or other reimbursable services are not included in the fees and will be billed as set forth in the Standard terms and Conditions.

### **RELIANCE**

Unless specifically limited in a written agreement between Dresdner Robin and Client, Dresdner Robin has the right to rely on information provided 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 appreciates the opportunity to provide these services and look forward to working with you and the Owner on this Project. If you have any questions or comments, please contact our office. For your convenience, we have provided a space to indicate your acceptance of this Proposal.

Very truly yours,

DRESDNER ROBIN



Fred Worstall, PE  
Principal

#### Attachments:

Description of Services

Standard Terms and Conditions dated 1/22/2010

Fee Schedule dated 1/1/2012

Mr. Chuck Lee, PE  
November 26, 2010  
Page 3

ACCEPTED BY:

Company: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

q:\mktg\proposals\2012 proposals\2012-11-05 - jc engineering--the junction\chuck lee.doc

## STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
  - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
  - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
  - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
  - d. All payments are to be delivered to Controller, Dresdner Robin, 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038.
5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
  - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
  - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
  - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
  - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
  - f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
  - g. Communications, internal reproduction and local use of personal vehicles will be covered by a charge of 1.5% of direct labor costs.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **OWNERSHIP AND RETENTION OF MATERIALS AND DOCUMENTS.** All reports, field notes, laboratory test data, calculations, estimates, plans, and other similar documents ("Documents") are instruments of service, not products and have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. Ownership is retained by Dresdner Robin. In the event Client requires ownership of the Documents, Client shall indemnify Dresdner Robin against any claims arising from its use beyond the purpose for which it was prepared.
11. **USE AND REUSE OF MATERIALS AND DOCUMENTS.** Any Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any reuse or modifications of Documents and from any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
  - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
12. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Christine Payne, Operations Manager, Dresdner Robin Environmental Management Inc., 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
14. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

# Dresdner Robin

## 2012 Fee Schedule

| <u>PROFESSIONAL SERVICES</u>                    | <u>HOURLY RATE</u> |
|-------------------------------------------------|--------------------|
| Principal                                       | \$225.00           |
| Director                                        | \$188.00           |
| Associate Consultant                            | \$172.00           |
| Professional VII *                              | \$155.00           |
| Professional VI *                               | \$139.00           |
| Professional V *                                | \$123.00           |
| Professional IV *                               | \$112.00           |
| Professional III                                | \$102.00           |
| Professional II *                               | \$ 92.00           |
| Professional I *                                | \$ 80.00           |
| Technician IV **                                | \$102.00           |
| Technician III **                               | \$ 92.00           |
| Technician II **                                | \$ 80.00           |
| Technician I **                                 | \$ 75.00           |
| Technician**                                    | \$ 55.00           |
| Administrative Support                          | \$ 70.00           |
| Survey Crew 2 - person                          | \$170.00           |
| Survey Crew 3 - person                          | \$225.00           |
| Licensed Site Remediation Professional (LSRP)   | \$188.00           |
| Court Testimony (4 Hour Minimum) Per Hour:      | \$270.00           |
| Public Hearing - Meeting/ Testimony Per Meeting | \$680.00           |

\*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

\*\* Technician Designation may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/16/12

Client's Initials: \_\_\_\_\_

# AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. (DRESDNER ROBIN), 371 Warren Street, Jersey City, New Jersey 07013, (hereinafter referred to as ("CONSULTANT").

**WHEREAS**, the CITY requires the services of a professional engineering firm to provide Construction Administration Services in connection with The Junction, J.C. Project No. 05-008; and

**WHEREAS**, CONSULTANT submitted a proposal dated November 26, 2012, describing the services it would provide to the CITY for the fee of \$35,000.00; and

**WHEREAS**, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to Construction Administration Services; 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 professional services of an engineering firm to provide Construction Administration Services for The Junction, Project No. 05-008, to supplement the Division of Engineering, Traffic and Transportation staff.

## **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 Proposal prepared by the CONSULTANT dated November 26, 2012 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 twelve (12) months after execution of this Agreement. The Construction Administration Services shall be completed and submitted to the City by fall 2013.

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 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 Construction Administration Services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated November 26, 2012, with a total cost not to exceed Thirty Five Thousand Dollars and Zero Cents (\$35,000.00).

2. CONSULTANT shall submit to 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 – The Junction, Project No. 05-008.

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**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
PETER SORIERO  
Risk Manager

11-16-10

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Division of Engineering, Traffic and Transportation**  
**MEMORANDUM**

---

**DATE:** December 7, 2012

**TO:** Council President Peter Brennan  
Robert Byrne, City Clerk

**FROM:** Jeffrey D. Reeves, Assistant City Engineer

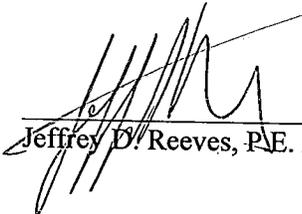
**SUBJECT:** **PROPOSED RESOLUTION**  
**PROFESSIONAL SERVICES AGREEMENT AWARD**

---

Attached for your review is a Resolution proposed by this Division (for Municipal Council approval) authorizing the award of a professional services agreement with Dresdner Robin for Construction Administration Services in connection with The Junction, Project No. 05-008.

It is anticipated that this Resolution will be listed on the Agenda for the December 19, 2012 Municipal Council Meeting.

If you have any questions feel free to contact Jeffrey Reeves at ext. 5544.

  
\_\_\_\_\_  
Jeffrey D. Reeves, P.E. Asst. City Engineer

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

C: Jack Kelly, Business Administrator  
Director Hadley, DPW

Councilwoman Richardson  
Councilman Donnelly  
Councilman Fulop

Councilman Lavarro  
Councilwoman Lopez  
Councilwoman Coleman

Councilman Sottolano  
Councilman Gaughan

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

City Clerk File No. Res. 12-885

Agenda No. 10.Z.24

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. (DRESDNER ROBIN), FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, 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) has assumed the ownership of the PJP Landfill from Waste Management, Inc. (WMI) and will also assume the operation and maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan). WMI has provided the City with funding in an escrow account to defray the costs of the City's O&M responsibilities for this project; and

**WHEREAS**, the City requires the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site, Project No. 10-018; and

**WHEREAS**, in response to the City's request for a Proposal, Dresdner Robin Environmental Management, Inc. (Dresdner Robin) submitted the attached proposal dated September 13, 2012 in the amount of One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00); and

**WHEREAS**, Dresdner Robin submitted a Qualification Statement in response to the City's 2012 RFQ; and

**WHEREAS**, Dresdner Robin is a pre-qualified environmental and engineering firm that provides environmental and civil engineering services for projects, such as the Implementation of Operation & Maintenance Plan for the PJP Landfill Site, 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 April 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, the total contract amount for professional environmental and engineering services for the Implementation of the O&M Plan for the PJP Landfill Site, Project No. 10-018, shall be for a sum not to exceed One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00); and

**WHEREAS**, a temporary encumbrance in the amount of \$80,000 is available in account# 04-226-55-000-041;

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

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

City Clerk File No. Res. 12-885

Agenda No. 10.Z.24 DEC 19 2012

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. (DRESDNER ROBIN), FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, 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 environmental and engineering services for a total contract amount not to exceed \$121,500.00.
2. The term of the contract shall be ten (10) months with a final completion date of October 2013.
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).
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. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor 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.
8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2012, shall be subject to the availability and appropriation of sufficient funds in 2013.

I hereby certify that funds in the amount of \$80,000 are available in Account# 04-226-55-000-041 for payment of this resolution. PO# \_\_\_\_\_

*Ronald Mann*

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

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

Certification Required   
Not Required

APPROVED 9-0  
12.19.12

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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 FACT SHEET**

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

Resolution authorizing the award of a professional environmental and engineering services contract to Dresdner Robin for The Implementation of the Operation and Maintenance Plan (O&M Plan) at the PJP Landfill Site, Project No. 10-018, for the Department of Public Works, Division of Engineering, Traffic and Transportation

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

Chuck F. Lee P.E., City Engineer

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

The City of Jersey City (City) has assumed the ownership of PJP Landfill from WMI and will also assume the Operation and Maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan). WMI has provided the City with funding in an escrow account to defray the costs of the City's O&M responsibilities for this project for the Department of Public Works, Division of Engineering, Traffic and Transportation. This resolution allows the hiring of a consultant to perform the O&M Plan for the project.

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

The implementation of the O&M Plan is required by NJDEP and is part of the environmental services associated with the transition of the PJP Landfill Site to the City of Jersey City (City).

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

The implementation of this program will comply with NJDEP requirements and promote the development of a park at this location.

**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):**

Total Base Contract Amount to hire a consultant to implement the O&M Plan. \$121,500.00

**Funding Source**

**Amount**

Account # \_\_\_\_\_

\$121,500.00

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

Design to start upon approval of the resolution.

**8. Anticipated Completion Date:**

Project to be completed by fall 2013.

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

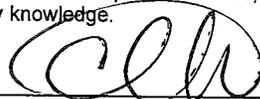
Chuck F. Lee, P.E.  
NAME

201-547- 4413  
TELEPHONE

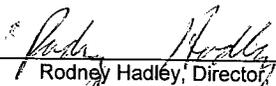
\_\_\_\_\_  
EVENING

**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.

  
\_\_\_\_\_  
Chuck F. Lee, P.E. Municipal Engineer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rodney Hadley, Director, DPW

12/12/12  
Date

September 13, 2012

Mr. Chuck F. Lee, P.E.  
City Engineer  
575 Rt. 440,  
Jersey City, NJ 07305

**Re: Proposal for Environmental Services  
Implementation of O&M Plan – PJP Landfill  
Jersey City, Hudson County, New Jersey  
Proposal No. 2012-08-22**

Dear Mr. Lee:

Dresdner Robin is pleased to present the City of Jersey City with this proposal for environmental services at the PJP Landfill Site (Site). This proposal includes costs to implement the Operation and Maintenance Plan (O&M Plan) that was prepared by others. It is our understanding, the O&M Plan will be finalized at a future date and as such, the costs included in this proposal reflect the most current O&M Plan as of the date of this proposal.

### **Scope of Work**

#### Task 1 – 2012 Groundwater Monitoring

Dresdner Robin will conduct groundwater monitoring at the Site and this task includes costs for three quarters of such monitoring. Six monitoring wells will be sampled and the groundwater samples (plus quality assurance/quality control samples) will be analyzed for the parameters outlined in the O&M Plan. All groundwater sampling procedures outlined in the O&M Plan will be followed.

#### Task 2 – 2012 Surface Water Monitoring

Dresdner Robin will conduct surface water monitoring at the Site and this task includes costs for three quarters of such monitoring. Surface water samples will be collected from five designated locations and the surface water samples (plus quality assurance/control samples) will be analyzed for the parameters outlined in the O&M Plan. All surface water sampling procedures outlined in the O&M Plan will be followed.

## **DRESDNER ROBIN**

---

Engineering  
Environmental  
Planning  
Land Survey  
Landscape  
Architecture  
Real Estate  
Consulting

---

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

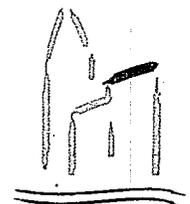
603 Mattison Ave  
Suite 201  
Asbury Park, NJ 07712  
732.988.7020  
732.988.7032 FAX

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



Task 3 – 2012 Passive Gas Vent Monitoring

Dresdner Robin will conduct passive gas vent monitoring at the Site and this task includes costs for three quarters of such monitoring. The eight passive gas vents will be monitored and one sample will be collected from three selected vents. The selection of these vents will be based upon airflow. The air samples will be analyzed for the parameters outlined in the O&M Plan. In addition, all passive gas vent monitoring procedures outlined in the O&M Plan will be followed.

Task 4 – Site Inspections, Annual O&M Report, and Project Management

Dresdner Robin will conduct one monthly inspection of the Site for the first quarter (i.e., three inspections). It is our understanding the City of Jersey City will conduct the monthly inspections after the first quarter. The inspection will identify areas that require repair or identify areas where the cap may need restoration.

Dresdner Robin will prepare an annual O&M Report. This report will include the findings of the groundwater sampling, surface water sampling, passive gas vent monitoring, and the site inspections.

Dresdner Robin has allotted time for project management and coordination and liaison between the City of Jersey City and any governing agencies.

**Schedule**

Dresdner Robin can initiate the scope of work within two weeks of authorization to proceed.

**Cost**

Dresdner Robin will perform the scope of work for an estimated cost of **\$121,500**. The cost breakdown by task is as follows:

|                                                                      |          |
|----------------------------------------------------------------------|----------|
| Task 1 – 2012 Groundwater Monitoring                                 | \$36,400 |
| Task 2 – 2012 Surface Water Monitoring                               | \$35,800 |
| Task 3 – 2012 Passive Gas Vent Monitoring                            | \$29,600 |
| Task 4 – Site Inspections, Annual O&M Report, and Project Management | \$19,700 |

All work will be invoiced on a time and materials basis in accordance with Dresdner Robin's 2012 Fee Schedule (attached) and Standard Terms and Conditions (attached). To engage our services Dresdner Robin requires signature in space below, initials on each page of the Fee Schedule and Standards Terms and Conditions and a retainer of \$0.00.

We look forward to working with you on this project. If you have any questions or need additional information presented herein, please do not hesitate to call me at (201) 217-9200 x224.

Sincerely,  
DRESDNER ROBIN

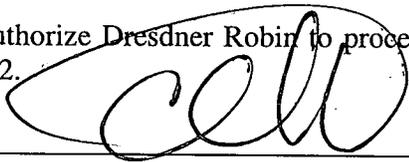
Douglas Neumann

Douglas Neumann  
Director

Cc: Chrono  
Proposal File

On behalf of City of Jersey City, I hereby authorize Dresden Robin to proceed in accordance with the above referenced proposal 2012-08-22.

Signature:

 9/26/12

Name of Authorized Person (printed):

CHUCK F. LEE, P.E.

Entity (if applicable):

CITY ENGINEER

Date:

9/26/12

## STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
  - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
  - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
  - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
  - d. All payments are to be delivered to Controller, Dresdner Robin, 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038.
5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
  - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
  - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
  - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
  - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
  - f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
  - g. Communications, internal reproduction and local use of personal vehicles will be covered by a charge of 1.5% of direct labor costs.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **OWNERSHIP AND RETENTION OF MATERIALS AND DOCUMENTS.** All reports, field notes, laboratory test data, calculations, estimates, plans, and other similar documents ("Documents") are instruments of service, not products and have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. Ownership is retained by Dresdner Robin. In the event Client requires ownership of the Documents, Client shall indemnify Dresdner Robin against any claims arising from its use beyond the purpose for which it was prepared.
11. **USE AND REUSE OF MATERIALS AND DOCUMENTS.** Any Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any reuse or modifications of Documents and from any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
  - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
12. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Christine Payne, Operations Manager, Dresdner Robin Environmental Management Inc., 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
14. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

# Dresdner Robin

## 2012 Fee Schedule

| <u>PROFESSIONAL SERVICES</u>                    | <u>HOURLY RATE</u> |
|-------------------------------------------------|--------------------|
| Principal                                       | \$225.00           |
| Director                                        | \$188.00           |
| Associate Consultant                            | \$172.00           |
| Professional VII *                              | \$155.00           |
| Professional VI *                               | \$139.00           |
| Professional V *                                | \$123.00           |
| Professional IV *                               | \$112.00           |
| Professional III                                | \$102.00           |
| Professional II *                               | \$ 92.00           |
| Professional I *                                | \$ 80.00           |
| Technician IV **                                | \$102.00           |
| Technician III **                               | \$ 92.00           |
| Technician II **                                | \$ 80.00           |
| Technician I **                                 | \$ 75.00           |
| Administrative Support                          | \$ 70.00           |
| Survey Crew 2 - person                          | \$170.00           |
| Survey Crew 3 - person                          | \$225.00           |
| Licensed Site Remediation Professional (LSRP)   | \$188.00           |
| Court Testimony (4 Hour Minimum) Per Hour:      | \$270.00           |
| Public Hearing - Meeting/ Testimony Per Meeting | \$680.00           |

\*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

\*\* Technician Designation may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/1/12

Client's Initials: 

## Memorandum

**Date:** December 13, 2012

**To:** City Council President and Members of the City Council

**From:** Rodney Hadley, Director of DPW  
Bill Matsikoudis, Corporation Counsel 

**Subject:** PJP Landfill-Skyway Park

---

On the agenda, there are two Resolutions awarding contracts to engineering firms to perform Operation and Management ("O&M") work at the former PJP Landfill, which will soon be one of Jersey City's new parks. As part of the City's plan to convert this superfund site into a park, the City Council approved an agreement pursuant to which the City would be responsible for the O&M work after the remediation was completed by the responsible party, Waste Management, with Waste Management paying \$1.1 million into an escrow account to cover the City's expense in connection to that O&M work. The work includes groundwater monitoring, passive gas vent monitoring, preparing an annual O&M report, and compliance with regulatory agencies. Having recently acquired insurance as required by the agreement, the escrow was just recently funded, allowing us to put these Resolutions forward. The previously approved agreements and prior correspondence and resolutions regarding the O&M agreement can be obtained from the City Clerk or the Law Department.

The New Jersey Department of Environmental Protection ("NJDEP") and the United States Environmental Protection Agency ("EPA") have approved the close out of the remediation. See Exhibits A and B respectively. The City (through Malcolm Pirnie) has petitioned the EPA to delist the site from the National Priorities List ("Superfund") (see Exhibit C) and Senator Menendez has called upon the EPA to expedite its review of our application (Exhibit D).

The City and Hackensack Riverkeeper's joint application for Green Acres funds was successful with \$800,000 being awarded. See Exhibit E. This is in addition to the \$6,125,000 in grants the City has already received for this park.

Work on the design of the park is ongoing. This past spring, there were several public meetings and "sneak previews" of Skyway park, which, while not completed, already has the rudimentary features of a park and is quite a site to behold. As the spring approaches, another public meeting and opportunity for the public to see the future Skyway Park will again be scheduled.

A copy of *Jersey Journal* Article discussing some of these positive developments is attached hereto as Exhibit F.

C: Mayor Jerramiah T. Healy  
Robert Byrne, Clerk  
Jack Kelly, BA



State of New Jersey

CHRIS CHRISTIE  
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Bureau of Case Management  
Floor 5 West, PO Box 420 Mail Code 401-05F  
401 East State Street, Trenton, NJ 08625

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

Phone: (609) 633-0718/Fax: (609) 633-1439/Email: HAIYESH.SHAH@DEP.STATE.NJ.US

Mr. David Moreira  
Waste Management  
4 Liberty Lane West  
Hampton, NH 03842

21March12

Re: **APPROVAL-14Feb12 Remedial Construction Completion Report**  
PJP Landfill Site (Waste Management/ Jersey City Redevelopment Portion)  
400 SIP Avenue, Rotes 1 & 9, Jersey City, Hudson County, NJ  
NJDEP PI Number: 216727

The New Jersey Department of Environmental Protection (NJDEP) had reviewed the 14Feb12 (received 16Feb12) Remedial Construction Completion Report, prepared by Geosyntec, pursuant to the Consent Order (CO) signed on 27Jun00 as amended to the Administrative Consent Order (ACO), effective 31Mar08 and 18Jun10, the Technical Requirements for Site Remediation at N.J.A.C. 7:26E and the Record of Decision (ROD) dated 28September1995. The United States Environmental Protection Agency (USEPA) also received a copy of the referenced document. USEPA Remedial Project Manager had indicated that she will send USEPA review comments on the referenced report directly to Waste Management and Jersey City some time in April 2012. NJDEP has determined that the referenced document is in compliance with the Technical Requirements for Site Remediation, N.J.A.C. 7:26E and other applicable requirements. NJDEP hereby conditionally approves the referenced documents, effective the date of this letter, contingent upon the following:

1. As mentioned in the 8Mar11 NJDEP letter, Waste Management (WM) or Jersey City (JC) shall install a monitor well east of MW-11S within 30 calendar days after receiving approval of the cap construction from NJDEP and USEPA. The Finish Grade As-built Plan for RV Salvage Area in the referenced report indicates that monitoring well MW-18S has been installed down-gradient of MW-11S in the asphalt road bordering the Hartz Building, and monitoring wells MW-10S and MW-12S have been re-installed. Groundwater quality monitoring data and head elevation data shall be collected from these wells and evaluated as part of the quarterly groundwater monitoring program. The groundwater data from MW-18S shall be used to evaluate whether there is the potential for vapor intrusion risks to receptors at the Hartz facility, consistent with NJAC7:26E-1.18. The groundwater data shall also be used to re-evaluate the established Classification Exception Area (CEA) and Well Restriction Area (WRA), and determine whether the CEA and WRA requires modification, consistent with NJAC7:26E-8.3(d).

2. The Final Site Inspection is tentatively scheduled for 1May12.
3. The responsibility of Operation and Maintenance (O & M) will be transferred from WM to JC.
4. A New O & M Plan will be submitted to NJDEP & USEPA by JC in accordance with 18Jun10 Memorandum of Understanding (MOU) within 90 calendar days after receipt of NJDEP and USEPA approval of the referenced document. This O & M Plan shall include the following in addition to standard requirements: a draft Deed Notice, discussion of items specified in number 1 above, monitoring of groundwater and surface water, maintenance and monitoring of gas vents, and removal of six passive gas vents determined to be no longer necessary (refer to NJDEP 5Mar12 letter).
5. JC shall apply and obtain Remedial Action (RA) Permits (RA-Soil for Deed Notice and RA-Groundwater for CEA and WRA) from NJDEP (refer to [www.state.nj.us/dep/srp](http://www.state.nj.us/dep/srp)).

After all of the above items have been satisfactorily addressed and after JC receives an approval from NJDEP and USEPA for the New O & M Plan, it may petition USEPA, Region II, NYC, for partial deletion of the referenced portion of the PJP LF from the National Priorities List of Superfund.

Sincerely,

Haiyesh Shah

C: City Clerk, Jersey City, Hudson County  
Health Department, Jersey City, Hudson County  
Hudson County Regional Health Commission – CEHA  
Mr. William Matsikoudis, Esq.-City of Jersey City  
Ms. Renee Gelblat, USEPA  
Ms. Carole Chatelain, BGWPA, NJDEP  
Ms. Ann Charles, BEERA, NJDEP



RECEIVED

2012 SEP 18 AM 10:16 State of New Jersey

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

CITY OF JERSEY CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
LAW DEPARTMENT Bureau of Case Management  
Floor 5W, PO Box 420, Mail Code-401-05F  
401 East State Street, Trenton, NJ 08625-0028  
Phone: (609) 633-0718/Fax: (609) 633-1439/Email: HAIYESH.SHAH@DEP.STATE.NJ.US

BOB MARTIN  
Commissioner

Mr. William Matsikoudis, Esq.  
Office of the Corporation Counsel  
City Hall-Jersey City  
280 Grove Street, Jersey City, NJ 07302

11September2012

Re: **Approval—22August2012 Operation & Maintenance Plan (Addendum No. 3)**  
Marion Greenway Park (Portion of former PJP LF, formerly handled by Waste Management) Site  
Block 1627, Lots 1.P, 2.A, 3.B & 5.A + Block 1639A, Lots 1.c, 3, 4, 4.C, 6.A & 7  
400 SIP Avenue, Rotes 1 & 9, Jersey City, Hudson County, NJ  
NJDEP Preferred Identification Number: 216727

The New Jersey Department of Environmental Protection (NJDEP) and the United States Environmental Protection Agency (USEPA, Region II, New York City-NYC) have reviewed the 22August2012 Operation & Maintenance Plan (Addendum No. 3, received 28Aug12), prepared by ARCADIS, pursuant to the Memorandum of Understanding signed by the Jersey City on 18Jun10, the Technical Requirements for Site Remediation at N.J.A.C. 7:26E and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 / Superfund Amendments and Reauthorization Act of 1986. NJDEP and USEPA have determined that the referenced document is in compliance with the Technical Requirements for Site Remediation, N.J.A.C. 7:26E and other State and Federal applicable requirements. NJDEP and USEPA hereby approve the referenced document, effective the date of this letter.

The City of Jersey City may petition USEPA Region II, for partial deletion of the referenced portion of the PJP LF site from the National Priorities List of Superfund.

As previously communicated, The City of Jersey City must obtain Remedial Action Permits from NJDEP for soil (related to Deed Notice) and groundwater (related to Classification Exception Area / Well Restriction Area) after the referenced site is deleted from the NPL of Superfund.

Sincerely,

Haiyesh Shah

- C: City Clerk, Jersey City, Hudson County
- Health Department, Jersey City, Hudson County
- Hudson County Regional Health Commission—CEHA
- Mr. David Moreira, Waste Management
- Ms. Renee Gelblat, USEPA-NYC



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2  
290 BROADWAY  
NEW YORK, NEW YORK, 10007

MAY 10 2012

MAY 16 REC'D

Mr. Stephen Maybury  
NJDEP  
Bureau of Case Management  
401 East State Street  
P.O. Box 420  
Trenton, NJ 08625-0420

RE: Approval of the Construction Quality Assurance Final Report for the Waste Management portion of the PJP Landfill Superfund Site in Jersey City, New Jersey

Dear Mr. Maybury:

The U.S. Environmental Protection Agency (EPA) has received and reviewed the Construction Quality Assurance Final Report for the Waste Management portion of the PJP Landfill Superfund Site in Jersey City, New Jersey. This report was submitted by Geosyntec for Waste Management and submitted on February 21, 2012.

EPA submitted a few minor comments to NJDEP. NJDEP reviewed the comments and is satisfied that they have been addressed in the construction of the landfill cap. Therefore, EPA approves this report as submitted. In addition, EPA and a representative from the US Army Corps of Engineers inspected the Site on April 19, 2012 and found the landfill cap to be in acceptable condition.

If you have any questions, please contact Renee Gelblat, of my staff, at 212-637-4414 or at [gelblat.renee@epa.gov](mailto:gelblat.renee@epa.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "Carole Petersen".

Carole Petersen, Chief  
New Jersey Remediation Branch

cc: Haiyesh Shah, NJDEP  
Angela Sena, USACE

**City of Jersey City**

**PJP Landfill (Jersey City Recreational Portion,  
formerly handled by Waste Management)  
Final Close Out Report**

September 2012



|                                                                               |           |
|-------------------------------------------------------------------------------|-----------|
| <b>1. Introduction</b>                                                        | <b>1</b>  |
| <b>2. Summary of Site Conditions</b>                                          | <b>1</b>  |
| 2.1 Background Summary                                                        | 1         |
| 2.1.1 Site Location and Description                                           | 1         |
| 2.1.2 Remedial Investigation / Feasibility Study                              | 3         |
| 2.1.3 Selected Remedy and Implementation                                      | 4         |
| 2.1.4 Institutional Controls                                                  | 7         |
| 2.1.5 Final Site Inspection                                                   | 8         |
| <b>3. Monitoring Results</b>                                                  | <b>9</b>  |
| 3.1 Air Monitoring                                                            | 9         |
| 3.2 Groundwater Monitoring                                                    | 9         |
| 3.3 Surface Water Monitoring                                                  | 10        |
| <b>4. Summary of Inspection and Maintenance Plans for Remedial Components</b> | <b>11</b> |
| 4.1 Landfill Cover System                                                     | 11        |
| 4.2 Surface Water Control System                                              | 11        |
| 4.3 Sip Avenue Ditch                                                          | 12        |
| 4.4 Hackensack Riverbank                                                      | 12        |
| 4.5 Passive Gas Venting System                                                | 12        |
| 4.6 Site Security System                                                      | 13        |
| 4.7 Environmental Monitoring System                                           | 13        |
| 4.8 Environmental Monitoring                                                  | 13        |
| <b>5. Clean-up Activity Quality Assurance/Quality Control</b>                 | <b>13</b> |
| <b>6. Five Year Review</b>                                                    | <b>14</b> |
| <b>Bibliography</b>                                                           |           |
| <b>Appendices</b>                                                             |           |
| A Figures                                                                     |           |



## ACRONYMS

|        |                                                                        |
|--------|------------------------------------------------------------------------|
| ACO    | Administrative Consent Order                                           |
| CCS    | CWM Chemical Services, L.L.C. and Waste Management of New Jersey, Inc. |
| CEA    | Classification Exemption Area                                          |
| CERCLA | Comprehensive Environmental Response, Compensation and Liability Act   |
| COCs   | Contaminants of Concern                                                |
| FCOR   | Final Close Out Report                                                 |
| GWQC   | Groundwater Quality Criteria                                           |
| ICs    | Institutional Controls                                                 |
| NCP    | National Contingency Plan                                              |
| IRM    | Interim Remedial Measures                                              |
| NJDEP  | New Jersey Department of Environmental Protection                      |
| NPL    | National Priorities List                                               |
| O&M    | Operations and Maintenance                                             |
| ROD    | Record of Decision                                                     |
| SVOC   | Semi-Volatile Organic Compound                                         |
| TAL    | Target Analyte List                                                    |
| TCL    | Target Compound List                                                   |
| TSS    | Total Suspended Solids                                                 |
| USEPA  | United States Environmental Protection Agency                          |
| VOC    | Volatile Organic Compound                                              |

## 1. Introduction

Malcolm Pirnie, the Water Division of ARCADIS U.S., Inc., on behalf of the City of Jersey City (City), has prepared this Final Close Out Report (FCOR) for the Jersey City portion of the PJP Landfill Site (EPA ID: NJ980505648, NJDEP PID: 216727). The PJP Landfill Site - (Site) is an 87 acre site located in Jersey City, New Jersey (City). This FCOR concerns approximately 33.5 acres of the total 87 acres comprising the Site (which will be referred to as the City's portion of the PJP Landfill, Jersey City Recreational Portion, or Operable Unit) as the City is not responsible for the entire Site. The entire Site proposed to be added to the National Priorities List in December of 1982, and its addition was finalized on September 8, 1983.

This FCOR documents all remedial actions at the Site, as stated in the 1995 Record of Decision (ROD). The remedial actions were completed by the New Jersey Department of Environmental Protection (NJDEP) for the Interim Remedial Measures (IRM) and Waste Management of New Jersey, Inc. and CWM Chemical Services, LLC (CCS) for the former RV Salvage, former Junkyard, and former Truckstop areas. Upon the completion and closure of the landfill, the City is now obligated and responsible for post-closure activities such as operations and maintenance (O&M). The selected remedy presented in the ROD included removal of buried drums, construction of a landfill cap, extension of a perimeter ditch to collect runoff, installation of a gas venting system, installation of site fencing and institutional controls, inspections and maintenance, replacement of the Sip Avenue Ditch, groundwater, surface and air monitoring, modeling to demonstrate effectiveness of the cap, establishment of a Classification Exemption Area (CEA) and implementation of a wetlands assessment and restoration plan.

## 2. Summary of Site Conditions

### 2.1 Background Summary

#### 2.1.1 Site Location and Description

The entire PJP Landfill Site is located at 400 Sip Avenue, Jersey City, Hudson County, New Jersey. The Site is bounded on the northwest by the Hackensack River, on the north by the Hartz Mountain Warehouse, on the northeast by a recycling facility and a warehouse, on the southeast by Truck Route 1 and 9, and on the southwest by warehouses and trucking operations. A golf course and the Jersey City Police Headquarters are located further to the southwest beyond the trucking operations. Multiple dwelling housing units are located across Truck Route 1 and 9 to the northeast and southeast of the Site, and a cemetery is located directly across (east) Truck Route 1 and 9 from the Site.

The Site, which consists of 87 acres, is split into two portions, the Jersey City Recreational Portion, consisting of 33.5 acres, and the remainder of the Site, for which the AMB Corporation is responsible. The Jersey City's Portion of the entire PJP Landfill Site has been deed restricted by New Jersey Department of



Environmental Protection (NJDEP) and can only be used as open space or municipal recreational facilities. The Jersey City Recreational Portion contains areas also known as the Former Truckstop, Sip Avenue Drainage Area, Former Junkyard Area, Former RV Salvage, Hartz Mountain Easement, and a portion of the Interim Remedial Measures (IRM) Areas (see Appendix A). The Jersey City Recreational Portion of the Site occupies areas designated on the Tax Map of the City of Jersey City as listed in the table below. Please note that the City revised its block and lot designations in 2010, and the following table contains both the former and current block and lot designations.

| Former Tax Map Designation        | 2010 Tax Map Designation   |
|-----------------------------------|----------------------------|
| Block 1627.1/1627, Lot 2A         | Block 11702, Part of Lot 3 |
| Block 1627.1/1627, Lots 3B and 4B | Block 11702, Part of Lot 4 |
| Block 1627.1/1627, Lots 5A and 6A | Block 11702, Lot 5         |
| Block 1627/1627, Lot 1P           | Block 11701, Lot 5         |
| Block 1639.1/1939A, Lot 2A        | Block 11706, Lot 1         |
| Block 1639.1/1639A, Lots 3 and 4C | Block 11706, Lot 2         |
| Block 1639.1/1639A, Lot 7         | Block 11707, Lot 1         |
| Block 1639.1/1639A, Lot 1C        | Block 11707, Lot 2         |

The entire PJP Landfill Site is located on a deposit of manmade fill that is approximately 10 to 30 feet thick. Below the manmade fill is a layer of peat, which in turn lies above a layer of sand and silt. The Site is located in the Piedmont physiographic province of New Jersey. The bedrock of this province consists of igneous and sedimentary rocks. The bedrock below the site, which is 60 to 90 feet below grade, is part of the Brunswick Formation, which consists of shale and sandstone.

The Site (both the Jersey City Recreational Portion and the AMB portion of the PJP Landfill Site) was originally a salt meadow. In 1932, a portion of the Site was condemned and used in the construction of the Pulaski Skyway. In 1968, the Site began to operate as a landfill, accepting chemical and industrial wastes. The Site, which was certified by the New Jersey Department of Environmental Protection (NJDEP) to accept solid waste in 1971, operated as PJP Landfill Company until 1974. Though there were allegations of illegal dumping at the Site until 1984, the Site is believed to have been inactive as a landfill since 1974.

Between 1970 and 1985, frequent above and below ground fires were reported in a 45-acre portion of the Site, referred to as the Interim Remedial Measure (IRM) Area. The fires were assumed to have been caused by spontaneous combustion of waste and the decomposition of landfill materials. In 1977, NJDEP issued an order to the PJP Landfill Company to cover and grade the landfill, and to remove waste that was in contact with the Sip Avenue Ditch and the Hackensack River. PJP Landfill Company did not comply with the order. The Site was proposed to be added to the Environmental Protection Agency's (EPA) National Priorities List (NPL) in December of 1982, and was added in September 1983.

In 1985, NJDEP contracted with EBASCO Services Inc. to implement a design for the IRM area to put out the fires and cap the affected 45-acre portion of the Site. In August of 1985, NJDEP subcontracted with Boots and Coots, a fire suppression firm, to address the fires. The IRM consisted of installation of a firebreak ditch, excavation of grossly contaminated soils, removal of drums and cylinders filled with hazardous materials, installation of a passive landfill gas venting system and capping a 45-acre portion of the Site with a one-foot clay soil layer covered with a one-foot vegetated soil layer, which was implemented by D'Annunzio Associates. The IRM was completed in May 1986. No fires have been reported since completion of the IRM.

The Site chronology for the entire PJP Landfill Site is presented in the table below.

| Event                                                    | Date               |
|----------------------------------------------------------|--------------------|
| Site proposed for placement on NPL                       | December 30, 1982  |
| Site placed on NPL                                       | September 8, 1983  |
| NJDEP contracts EBASCO to design and implement the IRM   | 1985               |
| IRM completed                                            | May 1986           |
| RI and risk assessment completed                         | 1990               |
| FS and additional sampling completed                     | 1993               |
| ROD signed                                               | September 28, 1995 |
| ACO and ACO Amendment between NJDEP and CCS effective    | June 27, 2000      |
| Drum removal remedial action                             | 2001               |
| Drum removal remedial action report submitted to NJDEP   | 2002               |
| Preliminary (30%) Design Report submitted                | September 2001     |
| Intermediate (65%) Design Report submitted               | October 2003       |
| Pre-Final (90%) Design Report submitted                  | December 2004      |
| Final (100%) Design Report submitted                     | April 2007         |
| Closure Equivalency Engineering Report submitted         | November 2009      |
| Closure Equivalency Engineering Report approved          | February 5, 2010   |
| Closure construction begins                              | August 16, 2010    |
| Revised Closure Equivalency Engineering Report submitted | April 2011         |
| Revised Closure Equivalency Engineering Report approved  | June 2011          |
| Construction completed                                   | January 2012       |
| Final inspection completed                               | May 1, 2012        |

### 2.1.2 Remedial Investigation / Feasibility Study

NJDEP contracted with ICF Technology, Inc. to complete a Remedial Investigation/Feasibility Study (RI/FS) of the entire Site in 1988. The goal of the RI was to identify levels and areas of contamination at the Site. The remedial investigation and risk assessment were both completed in 1990, and the Feasibility Study was completed in 1993. Additional sampling was conducted in 1993.

The remedial investigation consisted of the following activities:

- A soil gas survey for VOCs and explosive landfill gases,
- A geophysical investigation to identify potential locations of buried drums, followed by test pits to assess the geophysical anomalies,
- A radiation survey,
- Surface soil, surface water, sediment, leachate, and landfill gas vent sampling, and
- A hydrogeologic investigation including installation and sampling, of groundwater monitoring wells in the made land as well as the underlying natural "meadow mat" soils.

The RI found that landfill gases were found at combustible concentrations only in the IRM passive gas vents and the former RV salvage yard area. Drums were found under the Pulaski Skyway and in the former junkyard, though the geophysical surveys were hampered by interference of metal objects other than drums. The radiation survey did not reveal any areas of concern.

The feasibility study evaluated a variety of remedial alternatives for addressing Site contamination and meeting the remedial action objectives. NJDEP selected a remedy based on the results of the RI/FS, risk assessment and 1993 monitoring that was presented in the ROD dated September 28, 1995. The ROD outlined the following remedial objectives for the Site.

- Elimination of exposure to contaminated sediments in the Sip Avenue Ditch;
- Preventing additional contaminant influx into the groundwater by way of rain water infiltration;
- Removal of contaminant sources that may impact groundwater; and
- Determine whether evaluation of future actions is necessary in order to mitigate the leaching of Site contaminants into the Hackensack River through monitoring and modeling to check to effectiveness of the remedy. If a significant adverse impact is found, NJDEP and EPA would evaluate remedial alternatives and select an appropriate remedial alternative in accordance with CERCLA and the NCP.

### 2.1.3 Selected Remedy and Implementation

The selected remedy outlined in the ROD consists of the following requirements:

- Removal of all known and suspected buried drums and associated visibly contaminated soil
- Capping the remaining landfill area of the Site (outside of the IRM portion that had already been capped) with a multilayer modified solid waste type cap. The cap was to comply with the NJDEP sanitary landfill closure requirements. The cap would also require quarterly inspection and replacement of grass, seed and topsoil (as necessary).

- Installation of a passive gas or active venting system in the new portion of the cap. If it were determined that an active venting system was required, it would also have to be installed in the portion of the Site capped during the IRM
- Site fencing and institutional controls
- Periodic inspection of the cap installed during the IRM before and after implementation of the remedial action. If the cover were found to be degraded, an additional foot of topsoil would have been added to the existing cap
- Replacement of the Sip Avenue Ditch with an alternate form of drainage
- Quarterly groundwater and surface water monitoring to evaluate reduction in contaminant concentrations over time
- Establishment of a Classification Exception Area (CEA)/ Well Restriction Area (WRA) due to the fact that contaminant levels in the groundwater were above the Class IIA Groundwater Quality Criteria (GWQC)
- Implementation of a wetlands assessment and restoration plan

NJDEP entered into an Administrative Consent Order and an Administrative Consent Order Amendment with CCS (the combined entity comprised of Waste Management of New Jersey, Inc. and CWM Chemical Services, LLC) in June 2000 to implement the remedy selected in the ROD.

The drum removal component of the ROD was completed in 2001, and Golder Associates, Inc. submitted a Remedial Action Report for the drum removal to NJDEP in 2002. Between September 2001 and June 2007, Golder Associates prepared a series of design reports addressing the selected remedy:

- Preliminary (30%) Design Report (September 2001),
- Intermediate (65%) Design Report (October 2003),
- Pre-Final (90%) Design Report (June 2004), and a
- Final (100%) Design Report (April 2007).

The approved remedial actions and landfill closure plans for the CCS portion of the PJP Landfill Site (26 acres) were presented in the Final Design (100%) Report.

The capping system consisted of a multi-layer, modified soils waste cap, designed in accordance with NJDEP Bureau of Landfill Engineering guidance, global slope stability analysis, and cap stability analysis, settlement analysis, frost penetration analysis, geocomposite design/water percolation analysis and evaluation of erosion potential. The layer consists of (from top to bottom):

- Vegetative Layer: A 6 inch minimum thick vegetative soil layer capable of sustaining vegetation, seeded and fertilized to establish a vegetative cover that will help reduce erosion.
- Cover Layer: A 12-inch minimum soil layer to provide cover above the geo membrane,

- Drainage Layer: A geocomposite drainage layer, consisting of geonet embedded between two non-woven geotextiles, which may be heat-bonded to the geonet. The geocomposite will provide filtration and lateral drainage for infiltration
- Geomembrane Layer: A 40 mil thick geomembrane impermeable liner
- Cushion Layer: A 6-inch thick layer of cap cushions required for a stable base for subsequent cap system component.

Proposed grading plan for the final grade contours for the site included an average slope of approximately 6% and no slopes steeper than 33.3%. The overall plan included river bank erosion protection along the portion of the site adjacent to the Hackensack River, as well as the Sip Avenue Ditch near the Hackensack River. The capping extended along the banks of the waterway to the approximate water line corresponding to mean high tide (elevation 3.34 feet MSL). Surface water, passive gas venting, and wetland restoration structures were also installed.

The storm water management system consisted of several grass and rip rap lined ditches within and around the cap to collect and transport surface water runoff. The system included storm water drainage channels on the newly covered portions of the landfill that will discharge into the existing storm water drainage ditches, including the IRM Perimeter Ditch, Sip Avenue Ditch, and the Hackensack River. The IRM ditch and Sip Avenue Ditch is included in the surface water management system design.

A passive gas venting system was proposed to be installed within the cap. Venting of landfill gas was required to prevent the buildup of gas beneath the landfill cap. The landfill gas venting system design was also intended to control potential migration of landfill gas off site. The passive gas management system will consist of a venting layer above the grading fill to collect methane generated by the landfill, venting to the atmosphere through vertical vents and to prevent off-site migration. The vertical passive gas vents are proposed to penetrate both the upper portion of waste and the overlying grading fill providing a route for gas movement.

Existing sediments in the Sip Avenue Ditch were removed to a depth of approximately 2-feet in non-wetland (State open water) areas, which would be equal to the cover section proposed for the Sip Avenue Ditch lining. The excavated sediments were placed in upland areas of the site and were covered by the low permeability landfill cap.

The proposed design maintained or established a framework for the development of an estuarine wetland system within the Sip Avenue Ditch as well as the creation of new tidal wetlands to mitigate the loss of freshwater wetland during cap construction. The remediation of the Sip Avenue Ditch and the stabilization along the Hackensack river bank will provide an estuarine wetland system that will be a more valuable component to the estuary than the wetlands and open waters that currently exist on the site. Pursuant to

NJAC 7:26E-1(b)3 and pursuant to the requirements of the ROD, the wetlands that will be destroyed were proposed to be mitigated as part of the Sip Avenue Ditch Design.

After approval of the Final (100%) Design Report, the City purchased the CCS portion and 7 acres of IRM portion of the Site to be used as a park that would include recreational facilities and parking. The approved remedial actions and closure plan contained closure grades and other design features that would not allow for construction of the park. Malcolm Pirnie, Inc. (now Malcolm Pirnie, the Water Division of ARCADIS U.S., Inc.) was retained to develop an equivalent design submittal containing a revised grading plan that would be compatible with the City's proposed end use. A Closure Equivalency Engineering Report and drawings was submitted to NJDEP in November 2009 and approved February 5, 2010. The equivalent design included CCS began closure construction on August 16, 2010.

Some of the major changes in order to redevelop the area included flatter grades (average of 1.5% to 2%) than those proposed in the final cap design (average 6%) and tie-ins to the existing IRM, Hackensack River, and Sip Avenue ditch areas. No variation to the soil and vegetative capping system was proposed for majority of the City's Portion of the PJP Landfill Site with the exception of proposed future parking area, roadways, and walkways for the City's open space or municipal recreational facilities. A detail of the capping systems and other minor variation to the 100% Remedial Design Report area provided in the PJP Landfill Closure Equivalency Design Report, dated November 2009, Revised April 2011).

In August 2010, Hartz Mountain Industries, which owns property to the east of the former RV salvage area and a loading dock area to the west, approached the City about obtaining an easement through the RV salvage yard to retain use of the loading docks. In addition, it was discovered that grades along the river were significantly steeper than anticipated in the Equivalency Design, requiring further modifications to the grading of the cap. Malcolm Pirnie revised and resubmitted the Closure Equivalency Engineering Report in April 2011, which was approved by NJDEP in June 2011.

During the construction of the remedial actions, CCS retained WRS Compass to perform the construction activities of the 26-acres of the City's Recreational Portion, not including the IRM previously remediated by the NJDEP. CCS retained Geosyntec Consultants to perform the construction quality assurance procedures of construction activities. Malcolm Pirnie provided technical review of submittals pertaining to PJP Closure Equivalency Design. Golder Associates performed soil laboratory testing of the material used for the capping system. Construction of the landfill cap was completed in January 2012, and a final inspection of the CCS portion of the PJP Landfill Site was completed on May 1, 2012.

#### 2.1.4 Institutional Controls

Institutional Controls (ICs) function to prevent the use or hydrologic alteration of groundwater throughout the City's portion of the PJP Landfill Site; direct contact with, or exposure to, contaminated soils at the

City's portion of the PJP Landfill Site; and any harm to the cover system on the landfill. In accordance with the Remedial Action Report, ICs will include a deed notice for the soil and CEA and WRA for the groundwater.

The Deed Notice will be recorded for the City's portion of the PJP Landfill Site to restrict the future uses for any principal use other than open space or municipal recreational facilities. Deed restrictions will inform future purchasers that the Site properties were within a former NPL Site, and that any alteration, improvement or disturbance into or about the equivalent remedial design may not be undertaken without prior approval of NJDEP. Using the NJDEP Model Deed Notice provided in the Appendix B of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS) Rules N.J.A.C. 7:26C (last amended May 7, 2012), a draft Deed Notice was submitted to the NJDEP on September 10, 2012 for approval and will be recorded upon approval.

For the groundwater, a CEA and WRA have also been secured for the City's portion of the PJP Landfill Site, which was originally approved by the NJDEP on April 26, 2001. The CEAWRA defines the contaminants of concerns (COCs) based on the groundwater monitoring results that exceed the New Jersey Ground Water Quality Standards (GWQS) as noted in this report. On August 9, 2007, NJDEP approved the request to amend the CEAWRA to exclude the deep overburden groundwater and limit it to the shallow groundwater. Quarterly sampling have been ongoing at the Site by CCS will be ongoing for the Site and data provided annually to the NJDEP. In addition, a biennial certification to monitor the CEAWRA will be provided to the NJDEP, with the most recent submitted in May 2012.

#### 2.1.5 Final Site Inspection

In 1986, D'Annunzio Associates completed the construction of the cap in the 45-acre area that represents the IRM area, including the 7-acres representing the City's Recreational Portion. The remedial design of the cap in the IRM was by EBASCO Services, Inc., who was contracted by NJDEP.

In January 2012, CCS's contractor, WRS Compass, completed the construction of the PJP Landfill Remedial Action Construction on the remaining approximately 26 acres, which consist of RV Salvage site, Truck Stop site, Junkyard and Hartz Mountain Easement. Geosyntec Consultants performed construction quality assurance procedures during the construction activities. Their findings were presented in the Final Certification Report to the NJDEP and USEPA on February 14, 2012, which was approved by the NJDEP on March 12, 2012. The NJDEP, USEPA, City, CCS, Malcolm Pirnie/ARCADIS, and all other appropriate parties, conducted a final site inspection on May 1, 2012.

Upon completion of the PJP Landfill Site construction activities, post-closure operation and maintenance (O&M) activities will commence. One September 12, 2012, the final O&M was submitted and approved by the NJDEP. The O&M activities include:

- Inspection activities to assess the physical condition of the Site, including drainage features, cap integrity, site security, and site maintenance,
- Environmental monitoring activities of the groundwater, surface water, and air,
- Emergency response procedures, and
- Site management plan including O&M management, reporting, recordkeeping, and safety

As per the Redevelopment Agreement between the City and CCS dated June 18, 2010 and the City's Memorandum of Understanding with the NJDEP dated June 18, 2010, CCS was responsible for the construction of the remedial cap, but the responsibilities and obligations of the post-closure O&M activities will be the City's. With the NJDEP's approval of remedial construction, CCS and the City are in the transition period to transfer the O&M responsibilities.

### **3. Monitoring Results**

#### **3.1 Air Monitoring**

A total of 14 passive gas vents were installed on the PJP Landfill Site. Six of the 14 vents were installed in the IRM portion of the City's Recreational Portion of the Site. With concurrence from NJDEP, the six passive gas vents are no longer sampled and analyzed after it was determined methane, non-methane organic compounds, VOC, hazardous air pollutants or sulfides levels were below the NJDEP toxic permitted thresholds and below permitted emission limits. On March 5, 2012, NJDEP issued an approval to decommission the 6 vents which will be undertaken by the City.

The remaining 8 passive gas vents are currently part of the air monitoring program. Since the CCS portion of the landfill was recently constructed, the City will commence with sampling at the eight vents.

#### **3.2 Groundwater Monitoring**

VOCs, SVOCs and certain inorganics exceed the New Jersey Class II-A GWQS. The ROD required quarterly groundwater monitoring to evaluate the reduction of contaminant concentrations over time. Pre-remedial Investigation collected groundwater samples to provide a baseline concentration data as a basis of comparison, which was collected in October 2001.

NJDEP requires a groundwater monitoring program with wells located in the source area, plume downgradient from source area and downgradient from the plume but upgradient of the receptor (sentinel well). Since the entire PJP Landfill Site is a landfill, the entire site is considered a source. AMB is responsible for several wells that are located on their portion of the site and three wells are located on the City's portion of the Site.

A groundwater Classification Exemption Area/ Well Restriction Area for the City's Recreational Portion of the Site was originally approved in 2001 by the NJDEP. The original monitoring program included shallow as well as deep overburden aquifers monitoring wells for the above contaminants of concern (COC). On September 17, 2007, the NJDEP approved the request to amend the CEAWRA to exclude the deep overburden groundwater. Based on the March 2008 amendment to the ACO, CCS is responsible for conducting a groundwater monitoring program at the three existing shallow monitoring well locations (MW-6S, MW-7S, and MW-11S).

A Biennial Certification report for the CEAWRA incorporating the groundwater annual monitoring requirements was submitted and approved by NJDEP on March 19, 2008. Most recent Biennial Certification was submitted to the NJDEP in May 2012.

In March 21, 2012 and after completion of the remedy, the NJDEP requested CCS to install one new shallow monitoring well (MW-18S) in the vicinity of the Hartz Mountain Easement to evaluate potential vapor intrusion risk and re-install two existing monitoring wells (MW-10S and MW-12S) in the RV Salvage area. These three new wells and three existing wells represent the groundwater monitoring program that will be conducted on a quarterly basis (See Appendix A).

Post-closure samples will be analyzed for TCL VOCs, TAL inorganics, and total suspended solids (TSS) on a quarterly basis and SVOCs on a semi-annual basis for two years following remedy construction, and then perform annual monitoring for the SVOCs for Years 3 through 5, provided that Class II-A groundwater quality standards are not exceeded for the first two years of semi-annual post-construction monitoring. If Class II-A standards are not exceeded for five years after construction, the City plans to petition the agencies to delete SVOCs from the monitoring program. TSS will be used to assess the suspended sediment concentration in the samples that might lead to false positive results for inorganics.

### **3.3 Surface Water Monitoring**

Surface water sampling is intended to monitor the discharge from the PJP Landfill Site to the Sip Avenue Drainage Ditch and Hackensack River.

The March 2008 amendment to the ACO required CSS to conduct a surface water monitoring program at five surface water locations (SW-1, SW-2, SW-3, SW-4, AND SW-5 – See Appendix A). Two surface waters location serves as the surrogates for downgradient wells for the City's portion of the PJP Landfill and three surface water locations serves as surrogates for the downgradient wells for the AMB portion of the PJP Landfill. Since these surface water locations address the downgradient location points for the groundwater monitoring point, the surface water monitoring program is required to be performed on a quarterly basis concurrently with the groundwater monitoring for the entire PJP Landfill Site, including the AMB portion and City's portion.

Each sample is analyzed for TCL VOCs, TAL inorganics (filtered and unfiltered), hardness, and total suspended solids (TSS) on a quarterly basis and SVOCs on a semi-annual basis for two years following remedy construction.

#### **4. Summary of Inspection and Maintenance Plans for Remedial Components**

The inspection plan for the City's Recreational Portion of the Site is used to identify elements of the selected remedy that require maintenance; while the maintenance plan will be used to maintain the effectiveness of the remedial system. The final Operations and Maintenance Plan was completed by the City and approved by the NJDEP on September 12, 2012. The purpose of inspection, anticipated inspection items and an inspection schedule was developed for each component of the selected remedy. Items to be inspected include the landfill cover system, surface water control system, Sip Avenue Ditch, Hackensack River bank, passive gas venting system, site security system, and the environmental monitoring system. Inspections of all elements take place on a yearly basis in the spring (in order to determine the damage after the winter freeze/thaw cycle), with additional inspections to be completed as needed, unless otherwise noted.

##### **4.1 Landfill Cover System**

During the inspection of the landfill cover system, the inspector will search for the following items: insufficient vegetation resulting in erosion of the cover material, animal burrows, cracks or fissures in the cover, unauthorized damage or disturbances, large weeds or woody plants with roots that might penetrate the cover (these will be noted for removal), and erosion along the Sip Avenue Ditch and the Hackensack River bank. Particular attention will be given to erosion on slopes and other places where erosion is likely to occur. Damaged and bare areas will be noted. Access roads constructed throughout the Site must be maintained in order to properly conduct inspections

Several regularly scheduled maintenance activities will take place to maintain the landfill cover system, including annual mowing of the vegetative cover in the summer and annual removal of debris, large weeds and woody plants. Other maintenance activities that may be required based on the data gathered during the inspection process include reseeding of areas of insufficient vegetation; regarding, reseeding and stabilizing of areas damaged by erosion; filling of animal burrows; replacement of stone or rip rap; regarding, reseeding and stabilizing areas affected by differential settlement; and repair of unauthorized damage. Scheduled maintenance and repair tasks will be recorded.

##### **4.2 Surface Water Control System**

The surface water control system consists of channels that collect drainage from the landfill cover and drainage channels around the perimeter of the Site. Inspection of the surface water control system will

consist of a Site walkover to search for erosion, animal burrows, differential settlement, excessive accumulation of detritus, damage to culverts, encroachment of vegetation and other unauthorized damage. Channels will also be inspected for blockages that could impede or change the course of flow. The majority of the maintenance that will take place will consist of the removal of excess vegetative growth, silt, and plant material that may have accumulated in the channels. Regrading, addition or replacement of rip rap or vegetation will take place as required. Replacement of site security equipment to prevent unauthorized entry will take place if necessary.

#### **4.3 Sip Avenue Ditch**

The Sip Avenue Ditch is lined with a cellular confinement system filled with soil. The confinement system sits atop a compacted structural fill (subgrade). Inspection consists of a walk along the entire length of the ditch while looking for erosion, differential settlement, excessive accumulation of detritus, damage to culverts and channels entering the ditch, and unauthorized use or damage of the ditch. Excessive encroachment of vegetation and ponding of water near the ditch will also be monitored and recorded. Special attention will be given to the structural integrity of the rip-rap protection and access roads. Inspections will take place after any 2-year storm events that may occur (a two year storm event consists of more than 3.3 inches of rain in a 24-hour period). Repair maintenance tasks will be initiated to correct any inadequacies encountered during inspections.

#### **4.4 Hackensack Riverbank**

Erosion control measures including excavation and regrading of existing materials to flatten steep slopes, construction of permanent erosion protection, and installation of a cellular confinement system. Inspection will consist of a walk along the access roads and the riverbank. During the walk, erosion or loss of the cellular confinement system, animal burrows, differential settlement, undermining of riverbank stabilization, scouring, loss of vegetation and stabilization systems, structural integrity of the confinement system, and other damage and disturbances will be recorded. Maintenance will be completed as required. Inspections will be completed annually in the spring and following any two-year (or larger) storm events.

#### **4.5 Passive Gas Venting System**

Inspection of the passive gas system will consist of a visual observation of the external portion of each vent, including the bird screen. Blockages, birds nesting in the vents, and other damage to the vents will be noted annually. Unlike the landfill cover system, the passive gas venting system has no standard annual maintenance tasks. The following maintenance tasks will be completed as needed: repair or replacement of the vents or pipes if physical damage is noted, removal of blockages, replacement of the bird vents (if damaged) and regrading around the vent to prevent ponding of storm water.

#### **4.6 Site Security System**

The site security system, which consists of a fence, gates and locks, prevents access of unauthorized vehicles onto the cover system. Visual inspections will be completed to document unauthorized damage, excessive wear or improper function of the fence gate or lock, and vandalism. The fence will be inspected for holes and breaks. There are no scheduled maintenance events for the site security system, but the following tasks will be completed as needed: repairing of holes, breaks, or other damage, replacement of the gate or lock, and replacement of portions of the fence that may have rusted.

#### **4.7 Environmental Monitoring System**

The environmental monitoring system consists of 6 shallow groundwater monitoring wells located on the City's Recreational Portion of the PJP Landfill Site. Both the internal and external portions of the well are to be inspected. Damage to the protective casing lock, surface seal and internal casing and dedicated monitoring equipment, as well as blockages and bent well casings will be observed and recorded. There are no scheduled monitoring tasks associated with the environmental monitoring system. Tasks that will be completed as on an as needed basis include replacement or repair of the surface seal, protective casing or dedicated sampling equipment, as well as replacement of the lock, removal of vegetation, or replacement of the entire well.

#### **4.8 Environmental Monitoring**

In addition to the yearly inspections, a quarterly environmental monitoring program has also been developed in accordance with the ROD. Objective of the monitoring plan include assessing the concentrations and trends of contaminants at the groundwater monitoring wells, determining the presence of explosive landfill gases, and assessing the effectiveness of the Remedial Action for controlling potential offsite migration of contaminants. The goal of the monitoring plan is to evaluate the reduction in contaminant concentrations.

### **5. Clean-up Activity Quality Assurance/Quality Control**

All construction, O&M, remediation, and monitoring activities associated with the PJP Landfill were completed under the direction of a Quality Assurance Project Plan, which provided quality assurance and quality control requirements and set forth site specific mechanisms to evaluate the performance of remedial activities. After completion of an individual construction segment, Geosyntec issued Construction Quality Assurance Final Report verifying that the tasks were performed in compliance with the final plans and specifications.

The Quality Control activities implemented used standardized quality control procedures and provided the necessary tests and observations for the construction, sampling and monitoring process at the City's Recreational Portion of the Site.

#### **6. Five Year Review**

The CERCLA five-year review process is required as waste will be left in place at the City's Recreational Portion of the Site at levels that will not allow for unrestricted use. With the completion of the remedial action, CERCLA Five-Year Reviews will commence for which the USEPA will retain regulatory responsibility.



City of Jersey City, New Jersey, 2010. Redevelopment Agreement.

City of Jersey City, New Jersey, 2012. Deed Notice.

D'Annunzio Associates, Inc., 1986. Final Report, Interim Remedial Measure, PJP Landfill, Jersey City, NJ.

Environmental Resources Management, Inc., May 1997. Revised Draft Statement of Work, PJP Landfill, Jersey City, New Jersey.

Geosyntec Consultants, 2012. Construction Quality Assurance Final Report, PJP Landfill Site, Remedial Construction, Jersey City, New Jersey. February.

Golder Associates Inc., November 2000. Remedial Design Work Plan, PJP Landfill Site, Jersey City, New Jersey, Rev. 3.

Golder Associates Inc., September 2001a. Preliminary (30%) Remedial Design Report.

Golder Associates Inc., April 2001b. Proposal for Groundwater Classification Exception Area/Well Restriction Area, PJP Landfill Site, Jersey City, Hudson County, New Jersey.

Golder Associates Inc., October 2002. Drum Removal Report, PJP Landfill, Jersey City, New Jersey, June. Golder Associates Inc., 2003a Intermediate (65%) Design Report.

Golder Associates Inc., 2003b. Groundwater and Surface Water Monitoring Data, PJP Landfill Site, Jersey City, New Jersey.

Golder Associates Inc., June 2004. Pre-Final (90%) Design Report.

Golder Associates, Inc., April 2007. Final (100 Percent), Design Report.

Golder Associates, Inc. May 2012. 2011 Annual Monitoring Report, PJP Landfill Site, Jersey City, New Jersey.

Golder Associates, Inc., August 2012. Operations and Maintenance Plan, PJP Landfill Site, Jersey City, New Jersey.

ICF Technology, Inc., April 1990. Phase I Remedial Investigation Report for PJP Landfill, Jersey City, New Jersey. Prepared for NJDEP.



IT Corporation, October 2000. Technical Plans for Drum Removal, PJP Landfill Drum Removal, Initial Excavation Areas, Jersey City, New Jersey.

IT Corporation, January 2001. Site-Specific Health & Safety Plan for Drum Remediation Activities, PJP Landfill Site, Jersey City, New Jersey.

Malcolm Pirnie, Inc., November 2009. PJP Landfill Closure Equivalency Engineering Report.

Malcolm Pirnie, Inc., April 2011. PJP Landfill Closure Equivalency Engineering Report (revised).

NJDEP, September 1995. Record of Decision, PJP Landfill Site, Jersey City, Hudson County, New Jersey.

NJDEP, June 2, 1997. Administrative Consent Order, in the matter of the PJP Landfill Superfund Site and Alcolac, Inc. et al.

NJDEP, June 15, 2000. Administrative Consent Order Amendment, in the matter of the PJP Landfill Superfund Site and Waste Management of New Jersey, Inc., CWM Chemical Services, L.L.C., Respondents.

N JDEP, 2010. Administrative Consent Third Amendment, in the matter of the PJP Landfill Superfund Site and Waste Management of New Jersey Inc., CWM Chemical Services, L.L.C.

NJDEP, 2010. Memorandum of Understanding, in the matter of PJP Landfill and Jersey City.

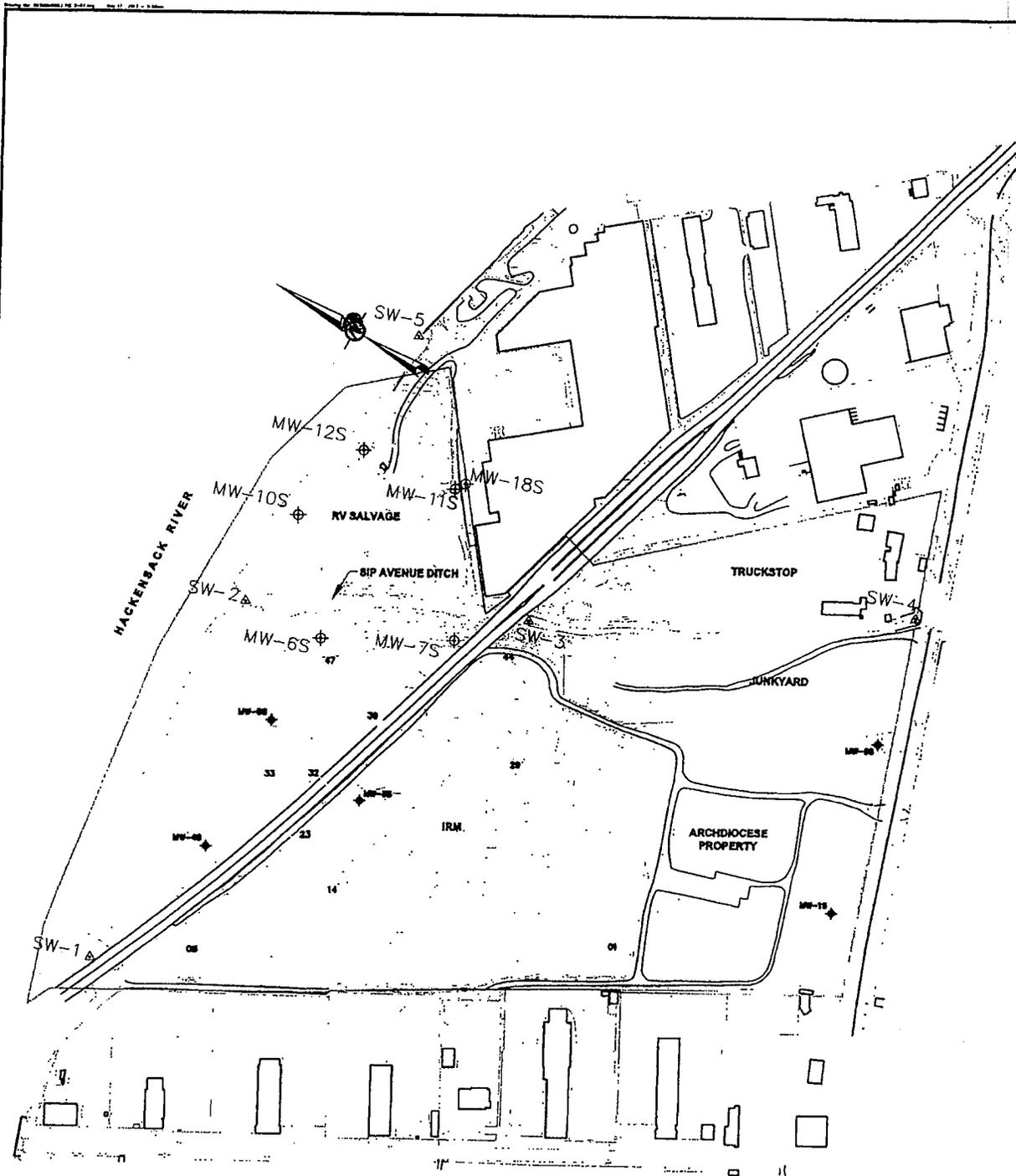
Princeton Hydro, August 2001. Wetlands Delineation Report, PJP Landfill Site, Jersey City, Hudson County, New Jersey.

Princeton Hydro, June 2002. Wetlands Assessment Report, PJP Landfill Site, Jersey City, Hudson County, New Jersey.



## Appendix A

### Figures



**LEGEND**

- APPROXIMATE SITE BOUNDARY AS DEFINED IN ADMINISTRATIVE CONSENT ORDER, 1997 (AMENDED JUNE 2000)
- EXISTING ACCESS ROAD
- FENCE
- ⊕ GROUNDWATER MONITORING WELL LOCATION
- △ SURFACE WATER MONITORING LOCATION
- PASSIVE GAS VENT LOCATION

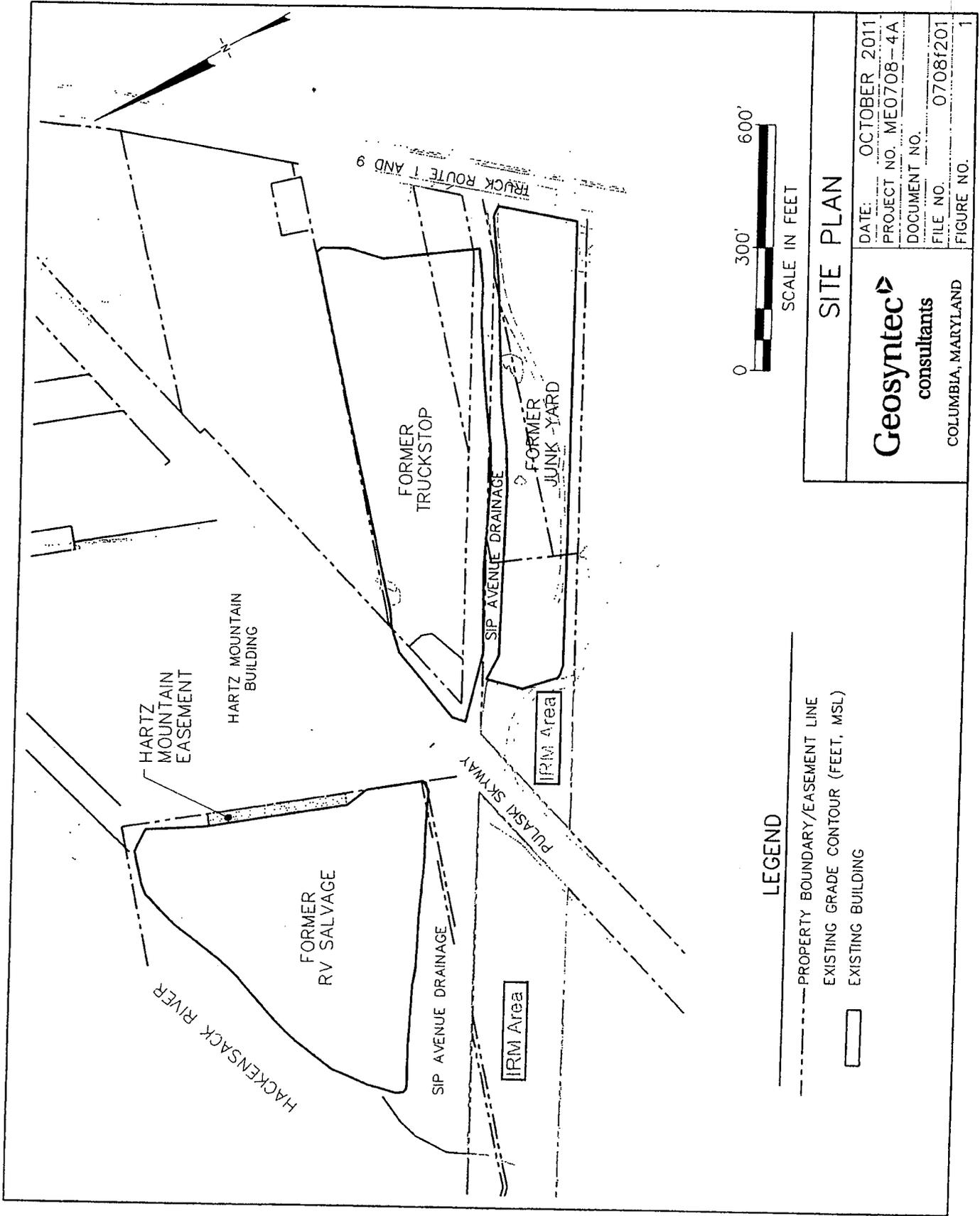
**NOTES**

- 1) EXISTING CONDITIONS IN SOME AREAS MAY HAVE CHANGED AND WILL BE UPDATED AT THE TIME OF CONTRACTOR BIDDING
- 2) ONLY SHALLOW "D" SERIES WELLS ARE SHOWN. DEEP OVERFLOW "D" SERIES WELLS EXIST AT LOCATIONS MW-1, MW-2, MW-3 AND MW-4.
- 3) THE MONITORING PLAN WILL INCLUDE MONITORING OF SELECTED EXISTING VENTS WITHIN THE IRM CAP, AS WELL AS PROPOSED VENTS IN OTHER AREAS OF THE SITE.
- 4) THE IRM GAS VENTS THAT ARE SHOWN WERE SELECTED FOR MONITORING DURING THE PDI.
- 5) THE NEW GAS VENTS WILL BE MONITORED FOR EXPLOSIVE GAS CONCENTRATIONS

**REFERENCES**

- 1) BASE TOPOGRAPHY PREPARED BY JAMES W. STEWART, INC. CAD FILE NO. 1046-00, DATED 11/27/98

|                                                                                             |                                   |      |      |       |
|---------------------------------------------------------------------------------------------|-----------------------------------|------|------|-------|
| 1. 5/18/12                                                                                  | ADD ADJUSTED MONITORING LOCATIONS | T.T. | ADD  | ADD   |
| REV. DATE                                                                                   | DESCRIPTION                       | BY   | CHKD | APP'D |
| <b>PJP LANDFILL<br/>FINAL 100% DESIGN REPORT<br/>JERSEY CITY, HUDSON COUNTY, NEW JERSEY</b> |                                   |      |      |       |
| <b>ENVIRONMENTAL MONITORING<br/>LOCATIONS</b>                                               |                                   |      |      |       |
| <b>FIGURE OM-2</b>                                                                          |                                   |      |      |       |



|                                                       |                                                                                                  |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <b>SITE PLAN</b>                                      |                                                                                                  |
| <b>Geosyntec</b><br>consultants<br>COLUMBIA, MARYLAND | DATE: OCTOBER 2011<br>PROJECT NO. ME0708-4A<br>DOCUMENT NO.<br>FILE NO. 0708f201<br>FIGURE NO. 1 |

1. Vendor: GEOSYNTEC CONSULTANTS, INC., 10787 RIVERCHURCH DRIVE, FARMERS BRANCH, MD 21051

ROBERT MENENDEZ  
NEW JERSEY

COMMITTEES:  
BANKING, HOUSING, AND URBAN  
AFFAIRS  
FINANCE  
FOREIGN RELATIONS

## United States Senate

WASHINGTON, DC 20510-3005

528 SENATE HART OFFICE BUILDING  
WASHINGTON, DC 20510  
(202) 224-4744

ONE GATEWAY CENTER  
11TH FLOOR  
NEWARK, NJ 07102  
(973) 645-3030

208 WHITE HORSE PIKE  
SUITE 18-19  
BARRINGTON, NJ 08007  
(856) 757-5353

September 14, 2012

The Honorable Lisa Jackson  
Administrator  
U.S. Environmental Protection Agency  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

Dear Administrator Jackson:

I am writing you today to urge you to take swift action to review and hopefully remove from the Superfund National Priorities List the remediated portion of the PJP Landfill Superfund site located at 400 Sip Avenue, Jersey City, New Jersey. As you know, Jersey City acquired 34 acres of this site, which has been remediated through a coordinated local, state, and federal effort, for a multi-use public park when it is removed from the EPA's Superfund National Priorities List.

The work that has been done at the site is truly extraordinary. The PJP Landfill Company leased the 87 acre site from 1968 to 1974, operating it as a solid waste disposal facility. On September 1<sup>st</sup>, 1983, the EPA added the PJP Landfill to the Superfund National Priorities List in response to the discovery of hazardous chemicals detected in the soil and groundwater as well as underground fires that billowed smoke up to traffic on the Pulaski Skyway. With the help of the New Jersey Department of Environmental Protection, EPA Region II, Jersey City, and Waste Management, remediation to cap the landfill and properly vent gas, protect groundwater, and manage storm water runoff has been undertaken and completed. In addition, the site has been planted with native grasses and wildflowers, and the wetlands along the shore of the Hackensack River have been restored, leaving the Superfund site virtually unrecognizable as its former self.

Jersey City plans to continue redeveloping this property into a multi-use public park that will include running trails, a riverfront walkway, landscaped gardens, and restored wetlands and tidal marshes along the river that will serve as critical wildlife habitats. This plan is part of their larger efforts to serve as a leader in green space preservation and environmental stewardship, and the people of Jersey City should be rewarded for their dedication to this cause. For that reason, I

encourage the EPA to take swift action to conduct a final review and hopefully remove this portion of the PJP site from the Superfund National Priorities List.

I thank you for your time and consideration on this matter.

Sincerely,

  
Robert Menendez  
United States Senator



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

P.O. BOX 420  
TRENTON, NJ 08625-0420

BOB MARTIN  
Commissioner

September 18, 2012

Bill Sheehan  
Chief Executive Officer  
Hackensack Riverkeeper  
231 Main Street  
Hackensack, NJ 07601

RE: Green Acres Project Number 09-12-20  
Skyway Riverfront Park  
Hackensack Riverkeeper

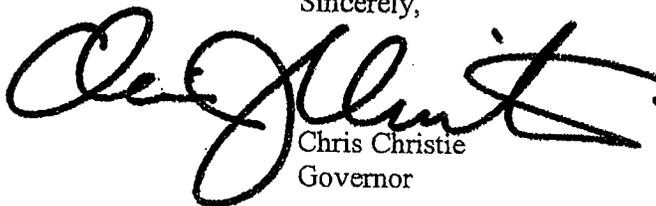
Dear Mr. Sheehan:

I am pleased to inform you that the Department of Environmental Protection and the Garden State Preservation Trust (GSPT) have approved Hackensack Riverkeeper's application for a Green Acres matching grant of \$200,000.00. This funding is contingent upon the passage of a legislative appropriation.

I congratulate you on your efforts to improve and expand the recreational opportunities in our state. Hackensack Riverkeeper's contribution in operating and maintaining this park will help preserve a valuable resource for future generations. Green Acres staff will contact you directly and provide further information to guide you through this project.

Preserving open space and improving and expanding local parks are a critical component of the state's efforts to combat sprawl and protect our quality of life. We look forward to working with Hackensack Riverkeeper toward the successful completion of this important project.

Sincerely,



Chris Christie  
Governor



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE  
Governor

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

P.O. BOX 420  
TRENTON, NJ 08625-0420

September 18, 2012

Honorable Jerramiah Healy  
Mayor - Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

RE: Green Acres Project Number 0906-12-056  
Skyway Riverfront Park  
Jersey City, Hudson County

Dear Mayor Healy:

I am pleased to inform you that the Department of Environmental Protection and the Garden State Preservation Trust (GSPT) have approved Jersey City's application for a Green Acres matching grant of \$600,000.00. This funding is contingent upon the passage of a legislative appropriation.

I congratulate you on your efforts to improve and expand the recreational opportunities in our state. Jersey City's contribution in operating and maintaining this park will help preserve a valuable resource for future generations. Green Acres staff will contact you directly and provide further information to guide you through this project.

Preserving open space and improving and expanding local parks are a critical component of the state's efforts to combat sprawl and protect our quality of life. We look forward to working with Jersey City toward the successful completion of this important project.

Sincerely,

Chris Christie  
Governor

# JERSEY JOURNAL

POWERING  
my  
XX

YOUR LOCAL NEWSPAPER SINCE 1867

NJ.COM/HUDSON

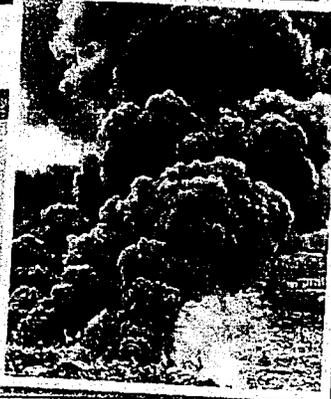
JERSEY CITY - NORTH HUDSON

75¢

# UP FROM THE ASHES

PAGES 4-5

**PJP landfill site  
set to become  
Jersey City's  
biggest park**





**TWO MEN** displaying a sign opposing the PJP landfill in March, 1985. At right, Jersey City firefighters try to douse the flames under the Pulaski Skyway in March, 1985. Below, smoke rises from the site along the Hackensack River with Manhattan as in the background in April, 1985.

**MORE ONLINE**

Click through our online photo gallery at [nj.com/hudsoncountynow](http://nj.com/hudsoncountynow)



PIP LANDFILL SITE

# NOW 'GREEN' PROSPECT

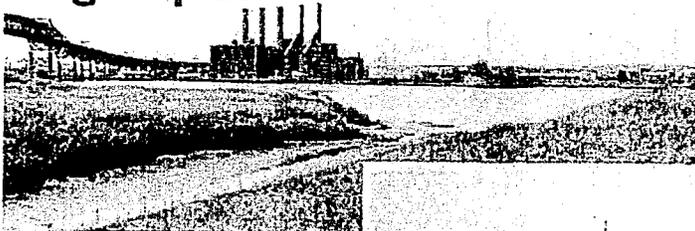
## Poised to become Jersey City's largest park

**MORE ONLINE**

Click through our online photo gallery [HERE](#)

LANDFILL REDEVELOPMENT

**THE PIP LANDFILL**, a 70-acre site located just south of the the Polaski Skyway in Jersey City, will become the city's biggest park.



**TODAY'S TOPIC**

Do you think it's safe to use former landfills as park land?

PREVIOUS'S POLL RESULTS: Did you know 50% make light work in making to play 24. Please's Prop? YES 37 - 1% NO 62.5%

By **TERRENCE J. McDONALD**  
JOURNAL STAFF WRITER

On March 21, 1985, about 20 Jersey City firefighters began pouring roughly 300,000 gallons of water on the PIP landfill, a 70-acre site in the shadow of the Polaski Skyway where underground fires had raged for three decades.

Smoke from the fires had been getting worse, according to a Jersey Journal report from the following day, and city officials decided that their attempts to extinguish the fires might spur state and federal officials' intervention.

But the city's attempt only made the smoke problem worse. About a month later, the rain finally gave the OK for a plan to excavate the site and douse the underground fires — which often sent smoke billowing toward the now-demolished A. Harry Moore public housing complex — once and for all.

"It was a mess," Mayor Jeramiah Healy said last week on a tour of the former landfill.

Flash forward 27 years, and half of the former PIP landfill has been cleared of the contaminants that caused the notorious fires. The city awaits a decision by federal environmental officials that would remove the 32-acre property from the list of Superfund sites.

The city plans to transform the former dump into the Skyway Riverfront Park, a mostly passive park that would include a pedestrian bridge connecting it to a planned extension of the waterfront walkway on Jersey City's western harbor. It would be Jersey City's largest public park.

The other half of the former landfill is set to become a trucking warehouse.

The city and Hudson County just received \$300,000 in grants from the state to

fund the new park, which the project's architect said in May will cost about \$10 million, though some of the original plans have since been curtailed. Corporation Counsel Bill Marikoudis said this week the cost will probably end closer to \$3 million.

The park will not feature amenities like baseball fields or a playground — there will be no more public meeting this fall to seek input from res-

idents — but there is a plan to build a pedestrian bridge over the stream that runs along the western edge of the property.

Sen. Robert Mendelsohn, seeking re-election this November, wrote a letter to the federal Environmental Protection Agency in September asking it to remove the site from the Superfund list, saying the former landfill is now "virtually unrecognizable as its former self."

Indeed, in portions of the

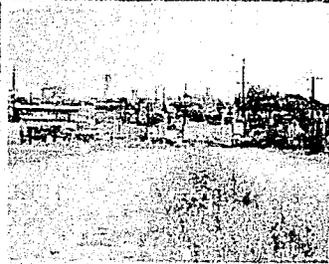
park where abandoned truck trailers and soiled mattresses were once piled, there are now swaths of black-eyed susans and sprouting (also known as congress) and tall, dense areas filled with phragmites.

That last plant, an invasive weed, is not optimal — New York City park officials have enlisted the help of goats to get rid of the weed by eating it. But it's a far cry from how the former landfill used to look, according to Marcis Verducci, a city environmental commissioner who was the lead engineer back in the 1980s when the city finally extinguished the fires on the site.

"It's an incredibly transformation," Verducci said last week.

Healy agreed: "You used to see the fires, the dump. Now you see nothing but green, open space."

An EPA official said the agency is looking into Mendelsohn's request.



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

City Clerk File No. Res. 12-886

Agenda No. 10.Z.25

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS, US, INC. (MALCOLM PIRNIE), FOR THE FINALIZATION OF THE OPERATION AND MAINTENANCE PLAN (O&M PLAN) AND PROVIDE TECHNICAL SUPPORT SERVICES FOR THE PJP LANDFILL SITE, PROJECT NO. 10-018, 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) has assumed the ownership of the PJP Landfill site located adjacent to the Pulaski Skyway and the operation and maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan); and

**WHEREAS**, the City requires the professional services of an environmental and engineering firm to finalize the O&M Plan and provide Technical Support Services for the PJP Landfill Site, Project No. 10-018; and

**WHEREAS**, in response to the City's request for a Proposal, Malcolm Pirnie, the Water Division of ARCADIS, US, Inc. (Malcolm Pirnie) submitted the attached proposal dated October 24, 2012 in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00); and

**WHEREAS**, Malcolm Pirnie submitted a Qualification Statement in response to the City's 2012 RFQ; and

**WHEREAS**, Malcolm Pirnie is a pre-qualified environmental and engineering firm that provides environmental and civil engineering services for projects, such as the Finalization of Operation & Maintenance Plan and providing Technical Support Services for the PJP Landfill Site, 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 April 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, the total contract amount for professional environmental and engineering services for the Finalization of the O&M Plan and providing Technical Support for the PJP Landfill Site, Project No. 10-018, shall be for a sum not to exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00); and

**WHEREAS**, a temporary encumbrance in the amount of \$40,000 is available in account# 04-226-55-000-041;

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

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

City Clerk File No. Res. 12-886

Agenda No. 10.Z.25 DEC 19 2012

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS, US, INC. (MALCOLM PIRNIE), FOR THE FINALIZATION OF THE OPERATION AND MAINTENANCE PLAN (O&M PLAN) AND PROVIDE TECHNICAL SUPPORT SERVICES AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, 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 Malcolm Pirnie, to provide environmental and engineering services for a total contract amount not to exceed \$80,000.00.
2. The term of the contract shall be ten (10) months with a final completion date of October 2013.
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 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. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor 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.
8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2012, shall be subject to the availability and appropriation of sufficient funds in 2013.

I hereby certify that funds in the amount of \$40,000 are available in Account# 04-226-55-000-041 for payment of this resolution. PO# \_\_\_\_\_

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | COLEMAN       | ✓   |     |      | 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 FACT SHEET

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

Resolution authorizing the award of a professional environmental and engineering services contract to Malcolm Pirnie for The Finalization of the Operation and Maintenance Plan (O&M Plan) and to provide Technical Support Services at the PJP Landfill Site, Project No. 10-018, for the Department of Public Works, Division of Engineering, Traffic and Transportation

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

Chuck F. Lee P.E., City Engineer

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

The City of Jersey City (City) has assumed the ownership of PJP Landfill from WMI and will also assume the Operation and Maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan). WMI has provided the City with funding in an escrow account to defray the costs of the City's O&M responsibilities for this project for the Department of Public Works, Division of Engineering, Traffic and Transportation. This resolution allows the hiring of a consultant to finalize the O&M Plan and provide technical support services for the project.

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

The finalization of the O&M Plan is required by NJDEP and is part of the environmental services associated with the transition of the PJP Landfill Site to the City of Jersey City (City).

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

The finalization of preparing this plan will comply with NJDEP requirements and promote the development of a park at this location.

**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):**

Total Base Contract Amount to hire a consultant to finalize the O&M Plan and provide Technical Support. \$80,000.00

| <u>Funding Source</u> | <u>Amount</u> |
|-----------------------|---------------|
| Account # _____       | \$80,000.00   |

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

Design to start upon approval of the resolution.

**8. Anticipated Completion Date:**

Project to be completed by fall 2013.

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

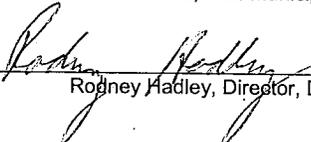
|                           |                      |                             |
|---------------------------|----------------------|-----------------------------|
| <u>Chuck F. Lee, P.E.</u> | <u>201-547- 4413</u> | <u>                    </u> |
| NAME                      | TELEPHONE            | EVENING                     |

**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.

  
\_\_\_\_\_  
Chuck F. Lee, P.E. Municipal Engineer

12/12/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rodney Hadley, Director, DPW

12/12/12  
\_\_\_\_\_  
Date



RECEIVED  
 12 NOV -7 PM 11:34  
 CITY OF JERSEY CITY  
 ENGINEERING

ARCADIS U.S., Inc.  
 17-17 Route 208 North  
 Fair Lawn  
 New Jersey 07410  
 Tel 201 797 7400  
 Fax 201 797 4399  
[www.arcadis-us.com](http://www.arcadis-us.com)

Chuck Lee, Director  
 City of Jersey City  
 Division of Engineering  
 575 Route 440  
 Jersey City, New Jersey 07305

WATER

Proposal for Environmental Engineering Services  
 PJP Site

Dear Mr. Lee:

Date:  
 October 24, 2012

Malcolm Pirnie, the Water Division of ARCADIS, US, Inc. (ARCADIS/Malcolm Pirnie), is pleased to provide this revised proposal to assist the City of Jersey City (City) perform environmental services associated with the transition of the PJP Landfill to the City and finalization of the Operations and Maintenance (O&M) Plan at the PJP Landfill Site. This proposal reflects the revision to our scope of services provided in our August 1, 2012 proposal based upon a redefined role envisioned by the City for our involvement at the site. All services related to the implementation of the O&M plan have been removed.

Contact:  
 Gerard Spiesbach  
 Phone:  
 201-398-4379

Email:  
[Gerry.Spiesbach@arcadis-us.com](mailto:Gerry.Spiesbach@arcadis-us.com)

Upon completion of the remedial construction of the PJP Landfill by Waste Management, Inc. (WMI) and the formal transfer of the property, the City will assume the ownership of PJP Landfill from WMI and will assume the O&M responsibilities required to stay in compliance with the O&M Plan. WMI has provided the City with funding in an escrow account to defray the costs of the City's O&M responsibilities. This proposal outlines services that we will provide and coordinate with the City as it relates to the finalization of the O&M Plan, partial delisting of the PJP Landfill from the EPA Superfund List and transition of the PJP Landfill to City control.

Our ref:  
 66000261.0011

On May 1, 2012, representatives from the Environmental Protection Agency (EPA), New Jersey Department of Environmental Protection (NJDEP), WMI, City, and ARCADIS/Malcolm Pirnie performed a final inspection of the PJP Landfill Site. NJDEP had conditionally approved the remedial construction contingent upon finalizing the components of the O&M Plan and implementing the O&M Plan, as noted in its March 7 and 21, 2012 correspondences to WMI. Please note that the finalization of the O&M is a one-time cost to the City and the implementation of the O&M Plan is an annual cost.

Imagine the result

*Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.*



Our proposed environmental engineering services to assist the City with the finalization of the Operation and Maintenance Plan, property transfer coordination, removal of six existing gas vents, deed notice finalization and preparation of Remedial permits for the site are described in detail below. As you suggested, we have included an additional technical support task with the proposed budget allocation recommended by the City. Services applicable to this task would be done on an as required and as requested basis based upon the City's needs.

### Finalize O&M Plan

- O&M Development/Approval: The City needs to provide the NJDEP with an Operation and Maintenance Plan for the Site. An initial draft plan was submitted with our equivalency design documents and a revised draft plan was provided to NJDEP in June to solicit comments. NJDEP comments included submission of the draft deed notice, updating the groundwater-monitoring requirements for the one newly installed and two relocated monitoring wells, updating the monitoring program of the groundwater and surface water, updating the maintenance and monitoring of eight newly constructed gas vents, and removal of six existing passive gas vents located on the Interim Remedial Measures (IRM) area. We modified the O&M Plan and submitted the final plan to the NJDEP for review on behalf of the City on August 22, 2012. The NJDEP approved the O&M Plan on September 12, 2012.
- Passive Gas Vents Removal: There are 14 passive gas vents at the Site, eight vents installed by WMI as part of the construction and six existing vents located in the IRM area. In their March 5, 2012 letter, NJDEP approved the closure of the six of the 14 air passive gas vents currently located in the Sip Ditch. The remaining eight vents are part of the annual monitoring of Passive Gas in the Junkyard, RV Salvage, and Truck Stop. We will retain a drilling subcontractor to assist us with the closure of the six existing vents. Upon completion of the work, the City will have to amend the existing air permit by removing the vents from the permit. We will prepare a draft permit amendment and submit it to the NJDEP for review and approval.
- Partial Delisting from Superfund: The City is interested in proceeding with the formal delisting of the City's portion of the site from the National Priorities List (Superfund). In order to delist this portion of the site, a formal request and a Final Closeout Report need to be prepared and forwarded to federal regulators. As requested by the City, we prepared a Final Closeout Report for their consideration to delist the City's portion of the PJP Landfill. This report was drafted and submitted by the City to the EPA on September 21, 2012 along with the City's formal request for site delisting.
- Site Transfer: We will assist the City, as requested and required, in the coordination and provide supporting documentation in the transfer of O&M responsibilities from WMI to the City.
- Deed Notice Review/Approval: We will review the technical elements of the draft deed notice prepared by WMI's consultant and we will coordinate our efforts with the City's Legal Counsel to

Imagine the result



Mr. Chuck Lee  
October 24, 2012

finalize the deed notice. A draft Deed Notice was submitted to the NJDEP for their consideration on September 10, 2012. We have assumed two rounds of review cycle to finalize the deed notice.

- Remedial Action Permits: Remedial action permits for soil and groundwater are required for the PJP Landfill. We will prepare the two NJDEP permits for consideration and execution by the City. We have assumed that the City will pay the initial fee and annual fees after the first year.
- Technical Support: As the City moves forward with the development and design of the park element of the site and assuming it's operation and maintenance responsibilities, it is anticipated that a need for us to provide technical support related to the landfill cap design, deed restrictions, regulatory compliance issues and possibly operation and maintenance requirements may occur. Under this task, we would provide services requested by the City based upon our previous work and our thorough knowledge of the site.

Please note that implementation of the O&M Plan is an annual requirement of the City. Since the City has retained another consultant to provide this service, that consultant will be required to develop a sampling protocol for the eight, newly constructed, passive gas vents and secure approval from NJDEP. Since a similar protocol was developed and approved for sampling of the six gas vents planned for removal, we recommend that they modify the previously approved protocol by adding the additional sampling procedure and analysis requested by the NJDEP and resubmitting it to the NJDEP for these eight vents.

#### **SUMMARY OF PROPOSED SERVICES**

With the upcoming transfer of O&M responsibilities, we would recommend that the City consider our scope of work as outlined on a time and material basis not to exceed \$80,000. As noted above, the finalization of the O&M will be a one-time cost to the City. We have assumed that all regulatory permit fees will be paid directly by the City. Please note, as in all our contracts with the City, the City will only be invoiced for the actual time and materials incurred and actual subcontractors costs such as drilling services.

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 copy of our hourly rates for this ongoing contract is attached for your convenience. We will advise the City with our financial status when we have expended 75 percent of the fee.

Imagine the result



Mr. Chuck Lee  
October 24, 2012

A detailed breakdown of the proposed services by task is as follows:

| Scope of Services                                           | Cost            |
|-------------------------------------------------------------|-----------------|
| <b>Finalization of O&amp;M Plan</b>                         |                 |
| Finalize O&M Plan                                           | \$9,000         |
| Passive Gas Vents Closure                                   | \$20,000        |
| Partial Delisting                                           | \$6,000         |
| Coordination of Transfer of Responsibility                  | \$2,500         |
| Assist with Deed Notice                                     | \$9,500         |
| Submit Remedial Action Permits for Soil and for Groundwater | \$8,000         |
| Technical Support                                           | \$25,000        |
| <b>Total (Not-To-Exceed)</b>                                | <b>\$80,000</b> |

Our requested scope of services reflects our current estimate of the level of effort required based upon the information available to us at this time. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

ARCADIS U.S., Inc.

Gerard Spiesbach  
Associate Vice President

Copies:

- W. Matsikoudis, Corporation Counsel
- R. Hadley, Director, Department of Public Works
- J. Curley, Condemnation Counsel
- V. Shah, ARCADIS/Malcolm Pirnie

Imagine the result

## 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, 2012 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<br/>Rate</u> |
|--------------------------------------------|------------|------------------------|
| Technician 1                               | (Grade 1)  | \$59 hr                |
| Technician 2                               | (Grade 2)  | \$72 hr                |
| Technician 3                               | (Grade 3)  | \$80 hr                |
| Technician 4                               | (Grade 4)  | \$110 hr               |
| Technician 5                               | (Grade 5)  | \$114 hr               |
| Technician 6                               | (Grade 6)  | \$132hr                |
| Technician 7                               | (Grade 7)  | \$158 hr               |
| Technician 8                               | (Grade 8)  | \$180hr                |
| Sr. Project Engineer/Scientist/Architect 1 | (Grade 5)  | \$106 hr               |
| Sr. Project Engineer/Scientist/Architect 2 | (Grade 5)  | \$120 hr               |
| Sr. Project Engineer/Scientist/Architect 3 | (Grade 6)  | \$128 hr               |
| Sr. Project Engineer/Scientist/Architect 4 | (Grade 7)  | \$136 hr               |
| Sr. Project Engineer/Scientist/Architect 5 | (Grade 8)  | \$164 hr               |
| Sr. Project Engineer/Scientist/Architect 6 | (Grade 9)  | \$192 hr               |
| Associate                                  | (Grade 10) | \$222 hr               |
| Senior Associate                           | (Grade 11) | \$240 hr               |
| Officer                                    | (Grade 12) | \$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 - \$0.61 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.

# A G R E E M E N T

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and MALCOLM PIRNIE, the Water Division of ARCADIS, US, Inc. 17-17 Route 208 North, Fair Lawn, New Jersey, 07410, (hereinafter referred to as ("CONSULTANT").

**WHEREAS**, the CITY requires the professional services of an environmental and engineering firm to finalize the O&M Plan and provide Technical Support Services for the PJP landfill Site, Project No. 10-018; and

**WHEREAS**, CONSULTANT submitted a proposal dated October 24, 2012, describing the services it would provide to the CITY for the fee of \$80,000.00; and

**WHEREAS**, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to Finalization of Operation & Maintenance Plan and providing Technical Support Services for the PJP Landfill Site;

**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 Finalization of Operation & Maintenance Plan and providing Technical Support Services for the PJP Landfill Site, J.C. Project No. 10-018.

## **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 Proposal prepared by the CONSULTANT dated October 24, 2012 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 ten (10) months after execution of this Agreement. The plan and technical support shall be completed and submitted to the City by fall 2013.

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 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 in accordance with the attached CONSULTANT'S proposal dated October 24, 2012, with a total cost not to exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

2. CONSULTANT shall submit to 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. 10-018.

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 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:**

**MALCOLM PIRNIE**

\_\_\_\_\_

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

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
PETER SORIERO  
Risk Manager

11-16-10

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

City Clerk File No. Res. 12-887

Agenda No. 10.Z.26

Approved: DEC 19 2012

TITLE:



## **RESOLUTION AWARDING AN EMERGENCY CONTRACT TO RAPID RECOVERY SERVICES, LLC FOR THE CLEANING AND DISINFECTING OF THE JERSEY CITY ARMORY AS A RESULT OF HURRICAN SANDY**

Council offered and moved adoption of the following Resolution:

**WHEREAS**, from October 29, 2012 to November 9, 2012 due to Hurricane Sandy the Jersey City Armory was used as a shelter for displaced Jersey City residents; and

**WHEREAS**, the number of evacuees and the nature of their needs created several environmental issues; and

**WHEREAS**, before the City of Jersey City could return the Armory to the control of the National Guard these issues required remediation; and

**WHEREAS**, this type of work required the services of a company experienced in the remediation of biological hazards; and

**WHEREAS**, Rapid Recovery Services, LLC, is an experienced cleaning, remediation and demolition company and was available on short notice; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work was \$300,000; and

**WHEREAS**, these funds are available in Account No. 01-201-46-871-699.

TITLE:

**RESOLUTION AWARDING AN EMERGENCY CONTRACT TO RAPID RECOVERY SERVICES, LLC FOR THE CLEANING AND DISINFECTING OF THE JESREY CITY ARMORY AS A RESULT OF HURRICAN SANDY**

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

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to Rapid Recovery Services, 99 Spring Valley Road, Montvale, NJ 07645 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide emergency cleaning and remediation services is hereby ratified;
- 2) the total cost of the emergency contract is \$ 102,688.84;
- 3) the Director of the Office of Emergency Management & Homeland Security shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

*P.O #108488*

*Norma Mauer*

APPROVED: *[Signature]*

APPROVED: *[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM *[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED *9-0*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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. 12-888  
 Agenda No. 10.Z.27  
 Approved: DEC 19 2012



TITLE: **RESOLUTION AWARDING AN EMERGENCY CONTRACT TO RAPID RECOVERY SERVICES, LLC FOR THE DEMOLITION AND CLEANING OF CITY HALL BASEMENT AS A RESULT OF HURRICAN SANDY**

Council \_\_\_\_\_ offered and moved  
 adoption of the following Resolution:

**WHEREAS**, the result of the damage caused by Hurricane Sandy to the basement of City Hall the services of a professional cleaning and demolition company were necessary: and

**WHEREAS**, Rapid Recovery Services, LLC, an experienced cleaning, remediation and demolition company was available on short notice; and

**WHEREAS**, in order to mitigate any further damage and to prevent any environmental issues such as mold and mildew an emergency existed and quick action was necessary; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work was \$300,000; and

**WHEREAS**, these funds are available in Account No. 01-201-46-871-699.

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

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to Rapid Recovery Services, 99 Spring Valley Road, Montvale, NJ 07645 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide emergency cleaning and remediation services is hereby ratified;
- 2) the total cost of the emergency contract is \$ 300,000;
- 3) the Director of the Office of Risk Management shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent.

I, *Donna Mauer* Chief Financial Officer hereby certify that funds in the amount of \$300,000 are available in account# 01-2010-46-871-699. PO# 108487

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 12.19.12                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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. 12-889  
Agenda No. 10.Z.28  
Approved: DEC 19 2012  
TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AMBER AIR TO REPLACE BOILERS AT CITY HALL BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STEET MAINTENANCE

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of two damaged boilers at City Hall from the extensive flooding; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on November 2, 2012, the Purchasing Agent instructed Amber Air to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work should not exceed \$120,000.00; and

**WHEREAS**, these funds are available in Hurricane Sandy Miscellaneous Capital Account No. 01-201-46-872-699.

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

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Amber Air, 702 Rahway Avenue, Union, NJ 07083 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to repair the boilers at City Hall is hereby ratified;
- 2) The total cost of the emergency contract should not exceed \$120,000.00;
- 3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

City Clerk File No. Res. 12-889  
Agenda No. 10.2.28 DEC 19 2012

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AMBER AIR TO REPLACE BOILERS AT CITY HALL BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STEET MAINTENANCE**

- 4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO # 108379

December 3, 2012  
Rodney W. Hadley, DPW Director

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

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

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

Resolution awarding an emergency contract to Amber Air due to Hurricane Sandy to provide replaces boilers at City Hall for the Department of Public Works, Division of Buildings and Street Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

To replace boilers caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Buildings and Street Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

To replace boilers caused by extensive flooding from Hurricane Sandy.

**5. Anticipated benefits to the community:**

To replace boilers caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Buildings and Street Maintenance.

**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):**

The cost of this emergency contract is one hundred and twenty thousand zero cents (\$120,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

As soon as possible.

**9. Person responsible for coordinating proposed program, project, etc.:**

John McGrath, Director, Division of Buildings and Steet Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Division of Buildings and Street Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

11/12/12  
\_\_\_\_\_  
Date

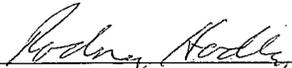
**CERTIFICATION OF RODNEY W. HADLEY**

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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed of damaged boilers at City Hall.
4. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
5. Time did not permit us to solicit proposals from vendors.
6. Because of the reasons stated above which are incorporated herein, I am requesting an emergency to be declared and formally authorize Amber Air to provide the repairs to the various cars for fluids, lubricants and repairs.
7. The total funds requested for this purpose is \$120,000.00.
8. 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: \_\_\_\_\_

12/12/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. Res. 12-890

Agenda No. 10.Z.29

Approved: DEC 19 2012

TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO JEWEL ELECTRIC SUPPLY TO PROVIDE VARIOUS ELECTRICAL SUPPLIES BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STEET MAINTENANCE

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of various electrical problems to buildings and facilities from the extensive flooding; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on November 2, 2012, the Purchasing Agent instructed Jewel Electric to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work should not exceed \$50,000.00; and

**WHEREAS**, these funds are available in Hurricane Sandy Miscellaneous Operating Account No. 01-201-46-871-699.

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

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Jewel Electric Supply, 455 Third Street, Jersey City, NJ 07302 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide various electrical supplies is hereby ratified;
- 2) The total cost of the emergency contract should not exceed \$50,000.00;
- 3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

City Clerk File No. Res. 12-890

Agenda No. 10.Z.29 DEC 19 2012

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO JEWEL ELECTRIC SUPPLY TO PROVIDE VARIOUS ELECTRICAL SUPPLIES BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STEET MAINTENANCE**

4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO # 108378

December 3, 2012  
Rodney W. Hadley, DPW Director

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

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

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

Resolution awarding an emergency contract to Jewel electric due to Hurricane Sandy to provide various electrical supplies for the Department of Public Works, Division of Buildings and Street Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

For various electrical supplies caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Buildings and Street Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

For various electrical supplies caused by extensive flooding from Hurricane Sandy.

**5. Anticipated benefits to the community:**

For various electrical supplies caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Buildings and Street Maintenance.

**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):**

The cost of this emergency contract is fifty thousand zero cents (\$50,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

As soon as possible.

**9. Person responsible for coordinating proposed program, project, etc.:**

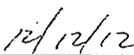
John McGrath, Director, Division of Buildings and Steet Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Division of Buildings and Street Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
Signature of Department Director

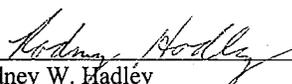
  
Date

**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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed of damaged electrical panels at various City owned buildings.
4. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
5. Time did not permit us to solicit proposals from vendors.
6. Because of the reasons stated above which are incorporated herein, I am requesting an emergency to be declared and formally authorize Jewel Electrical Supplies to provide the various supplies.
7. The total funds requested for this purpose is \$50,000.00.
8. 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: 12/12/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. Res. 12-891

Agenda No. 10.Z.30

Approved: DEC 19 2012

TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO HAMILTON SERVICES TO PROVIDE DEBRIS CLEANUP BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARKS MAINTENANCE

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of trees being uprooted and overhanging tree limbs from the high winds at various City parks; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on November 2, 2012, the Purchasing Agent instructed Hamilton Services Company to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work should not exceed \$230,000.00; and

**WHEREAS**, these funds are available in Hurricane Sandy Miscellaneous Account No. 01-201-46-872-699.

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

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Hamilton Services, P.O. BOX 1153, Denville, NJ 07834 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to perform debris cleanup at various parks is hereby ratified;
- 2) The total cost of the emergency contract should not exceed \$230,000.00;
- 3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO HAMILTON SERVICES TO PROVIDE DEBRIS CLEANUP BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARKS MAINTENANCE**

4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO # 108377

December 3, 2012  
Rodney W. Hadley, DPW Director

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
Business Administrator  
Corporation Counsel

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

Resolution awarding an emergency contract to Hamilton Services due to Hurricane Sandy to provide debris cleanup for the Department of Public Works, Division of Parks Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Parks Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

For debris cleanup caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Parks Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

For debris cleanup caused by extensive flooding from Hurricane Sandy.

**5. Anticipated benefits to the community:**

For debris cleanup caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Parks Maintenance.

**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):**

The cost of this emergency contract is two hundred and thirty thousand dollars and zero cents (\$230,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

As soon as possible.

**9. Person responsible for coordinating proposed program, project, etc.:**

Rodney Hadley, Director, Division of Parks Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Division of Parks Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

12/12/12  
\_\_\_\_\_  
Date

**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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed of various City Parks which required debris cleanup.
4. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
5. Time did not permit us to solicit proposals from vendors.
6. Because of the reasons stated above which are incorporated herein, I am requesting an emergency to be declared and formally authorize Hamilton Services to provide the debris cleanup.
7. The total funds requested for this purpose is \$230,000.00.
8. 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: \_\_\_\_\_

12/12/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. Res. 12-892

Agenda No. 10.Z.31

Approved: DEC 19 2012

TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO ZOLAND CORPORATION FOR TRANSMISSION AND LIGHT AUTO REPAIRS TO VARIOUS VEHICLES CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

Council \_\_\_\_\_ offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of various vehicles needed transmission and light auto repairs; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on November 2, 2012, the Purchasing Agent instructed Zoland Corporation to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work should not exceed \$120,000.00; and

**WHEREAS**, these funds are available in Hurricane Sandy Miscellaneous Operating Account No. 01-201-46-871-699.

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

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Zoland Corporation , 1742 JFK Boulevard , Jersey City, NJ 07305 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to perform various transmission and light auto repairs is hereby ratified;
- 2) The total cost of the emergency contract should not exceed \$120,000.00;
- 3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

City Clerk File No. Res. 12-892

Agenda No. 10.Z.31 DEC 19 2012

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO ZOLAND CORPORATION FOR TRANSMISSION AND LIGHT AUTO REPAIRS TO VARIOUS VEHICLES CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE**

4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO # 108380

December 3, 2012  
Rodney W. Hadley, DPW Director

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

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

Certification Required   
Not Required

APPROVED 9-0  
12.19.12

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

Resolution awarding an emergency contract to Zoland Corporation due to Hurricane Sandy to provide transmission and light auto repairs for the Department of Public Works, Division of Automotive Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

To provide various transmission and light repairs caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Automotive Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

To provide transmission and light repairs caused by extensive flooding from Hurricane Sandy.

**5. Anticipated benefits to the community:**

To provide various transmission and light repairs caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Automotive Maintenance.

**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):**

The cost of this emergency contract is one hundred and twenty thousand and zero cents (\$120,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

As soon as possible.

**9. Person responsible for coordinating proposed program, project, etc.:**

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Division of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

12/12/12  
\_\_\_\_\_  
Date

**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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of various cars that were flooded and needed transmission and light repairs.
4. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
5. Time did not permit us to solicit proposals from vendors.
6. Because of the reasons stated above which are incorporated herein, I am requesting an emergency to be declared and formally authorize Zoland Corporation to provide the repairs to the various cars for transmission and light repairs.
7. The total funds requested for this purpose is \$120,000.00.
8. 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: \_\_\_\_\_

12/12/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. Res. 12-893  
Agenda No. 10.Z.32  
Approved: DEC 19 2012  
TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO CERTIFIED PRODUCTS TO PROVIDE FLUIDS , LUBRICANTS AND REPAIRS BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of various emergency vehicles needed fluids , lubricants and repairs from the extensive flooding; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on November 2, 2012, the Purchasing Agent instructed Jewel Electric to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work should not exceed \$60,000.00; and

**WHEREAS**, these funds are available in Hurricane Sandy Miscellaneous Operating Account No. 01-201-46-871-699.

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

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Certified Products, 269 Kearney Avenue, Jersey City , NJ 07305 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide fluids , lubricants and repairs is hereby ratified;
- 2) The total cost of the emergency contract should not exceed \$60,000.00;
- 3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO CERTIFIED PRODUCTS TO PROVIDE FLUIDS , LUBRICNATS AND REPAIRS BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE**

4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO # 108381

December 3, 2012  
Rodney W. Hadley, DPW Director

APPROVED: \_\_\_\_\_  
 APPROVED: [Signature] Business Administrator  
 APPROVED AS TO LEGAL FORM: [Signature] Corporation Counsel  
 Certification Required   
 Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

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/cooperative agreement:**

Resolution awarding an emergency contract to Certified Products due to Hurricane Sandy to provide fluids, lubricants and repairs for the Department of Public Works, Division of Automotive Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

To provide fluids, lubricants and repairs caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Automotive Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

To provide fluids, lubricants and repairs caused by extensive flooding from Hurricane Sandy.

**5. Anticipated benefits to the community:**

To provide fluids, lubricants and repairs caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Automotive Maintenance.

**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):**

The cost of this emergency contract is sixty thousand and zero cents (\$60,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

As soon as possible.

**9. Person responsible for coordinating proposed program, project, etc.:**

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Division of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

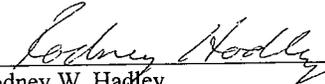
12/12/12  
\_\_\_\_\_  
Date

**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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of various cars that were flooded and needed fluids, lubricants and repairs.
4. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
5. Time did not permit us to solicit proposals from vendors.
6. Because of the reasons stated above which are incorporated herein, I am requesting an emergency to be declared and formally authorize Certified Products to provide the repairs to the various cars for fluids, lubricants and repairs.
7. The total funds requested for this purpose is \$60,000.00.
8. 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: 12/12/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. Res. 12-894

Agenda No. 10.Z.33

Approved: DEC 19 2012

TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AIR BRAKE AND EQUIPMENT FOR REPAIRS TO FIVE (5) FIRE TRUCKS BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of five fire trucks that were flooded; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on November 2, 2012, the Purchasing Agent instructed Air Brake and Equipment to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work should not exceed \$275,000.00; and

**WHEREAS**, these funds are available in Hurricane Sandy Miscellaneous Capital Account No. 01-201-46-872-699.

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

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Air Brake and Equipment, Hillside, NJ 07205 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to perform fire trucks repairs is hereby ratified;
- 2) The total cost of the emergency contract should not exceed \$275,000.00;
- 3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

City Clerk File No. Res. 12-894

Agenda No. 10.Z.33 DEC 19 2012

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AIR BRAKE AND EQUIPMENT FOR REPAIRS TO FIVE (5) FIRE TRUCKS BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE**

4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO # 108382

December 3, 2012  
Rodney W. Hadley, DPW Director

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

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

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

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

Resolution awarding an emergency contract to Air Brake and Equipment due to Hurricane Sandy to provide repairs to various fire trucks , for the Department of Public Works, Division of Automotive Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

To provide various fire trucks repairs caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Automotive Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

To provide various fire trucks repairs caused by extensive flooding from Hurricane Sandy.

**5. Anticipated benefits to the community:**

To provide various fire trucks repairs caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Automotive Maintenance.

**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):**

The cost of this emergency contract is two hundred and seventy five thousand and zero cents (\$275,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

As soon as possible.

**9. Person responsible for coordinating proposed program, project, etc.:**

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Division of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
Signature of Department Director

12/12/12  
Date

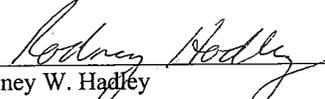
**CERTIFICATION OF RODNEY W. HADLEY**

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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of five fire trucks that were flooded.
4. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
5. Time did not permit us to solicit proposals from vendors.
6. Because of the reasons stated above which are incorporated herein, I am requesting an emergency to be declared and formally authorize Air Brake and Equipment to provide the repairs to the various fire trucks.
7. The total funds requested for this purpose is \$275,000.00.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

12/12/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. Res. 12-895

Agenda No. 10.Z.34

Approved: DEC 19 2012

TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO STARLITE ELECTRIC TO PROVIDE REPAIRS TO EXCHANGE PLACE PIER BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARKS MAINTENANCE

Council \_\_\_\_\_ offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of damages to exchange place pier from the extensive flooding; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on November 2, 2012, the Purchasing Agent instructed Starlite Electric to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work should not exceed \$30,000.00; and

**WHEREAS**, these funds are available in Hurricane Sandy Miscellaneous Capital Account No. 01-201-46-872-699.

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

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Starlite Electric, 260 Main Street, Keansburg, NJ 07734 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide the electrical repairs to the pier is hereby ratified;
- 2) The total cost of the emergency contract should not exceed \$30,000.00;
- 3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO STARLITE ELECTRIC TO PROVIDE REPAIRS TO EXCHANGE PLACE PIER BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARKS MAINTENANCE**

4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO # 108384

December 3, 2012  
Rodney W. Hadley, DPW Director

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

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

APPROVED: Rodney W. Hadley  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 12.19.12                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

Resolution awarding an emergency contract to Starlite Electric due to Hurricane Sandy to provide repairs to exchange place pier for the Department of Public Works, Division of Parks Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Parks Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

For exchange place pier caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Parks Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

For exchange place pier caused by extensive flooding from Hurricane Sandy.

**5. Anticipated benefits to the community:**

For exchange place pier caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Parks Maintenance.

**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):**

The cost of this emergency contract is thirty thousand dollars and zero cents (\$30,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

As soon as possible.

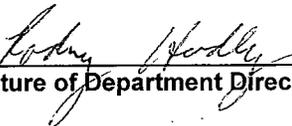
**9. Person responsible for coordinating proposed program, project, etc.:**

Rodney Hadley, Director, Division of Parks Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Division of Parks Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

12/12/12  
\_\_\_\_\_  
Date

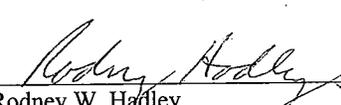
**CERTIFICATION OF RODNEY W. HADLEY**

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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed of exchange place pier which required repairs.
4. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
5. Time did not permit us to solicit proposals from vendors.
6. Because of the reasons stated above which are incorporated herein, I am requesting an emergency to be declared and formally authorize Starlite Electric to provide the electrical repairs.
7. The total funds requested for this purpose is \$30,000.00.
8. 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: \_\_\_\_\_

12/12/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. Res. 12-896

Agenda No. 10.Z.35

Approved: DEC 19 2012

TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO STANDARD ELEVATOR FOR ELEVATOR REPAIR AT CITY HALL BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STEET MAINTENANCE

Council offered and moved adoption of the following Resolution:

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed because of damaged elevator at City Hall from the extensive flooding; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, on November 2, 2012, the Purchasing Agent instructed Standard Elevator to perform this work; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the performance of the work should not exceed \$55,000.00; and

**WHEREAS**, these funds are available in Hurricane Sandy Miscellaneous Capital Account No. 01-201-46-872-699.

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

1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Standard Elevator, 68 Union Avenue, PO Box 2240, Clifton, NJ 07015 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to repair fire systems panels at City Hall is hereby ratified;

2) The total cost of the emergency contract should not exceed \$55,000.00;

3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

City Clerk File No. Res. 12-896

Agenda No. 10.Z.35 DEC 19 2012

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO STANDARD ELEVATOR FOR ELEVATOR REPAIR AT CITY HALL BECAUSE OF DAMAGE CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STEET MAINTENANCE**

- 4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

PO # 108385

December 3, 2012  
Rodney W. Hadley, DPW Director

APPROVED: \_\_\_\_\_  
 APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: Rodney W. Hadley Business Administrator  
 \_\_\_\_\_ Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 12.19.12                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

Resolution awarding an emergency contract to Standard Elevator due to Hurricane Sandy to provide elevator repairs at City Hall for the Department of Public Works, Division of Buildings and Street Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

For elevator repairs at City Hall caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Buildings and Street Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

For elevator repairs at City Hall caused by extensive flooding from Hurricane Sandy.

**5. Anticipated benefits to the community:**

For elevator repairs at City Hall caused by extensive flooding from Hurricane Sandy, for the Department of Public Works, Division of Buildings and Street Maintenance.

**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):**

The cost of this emergency contract is fifty five thousand dollars and zero cents (\$55,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

As soon as possible.

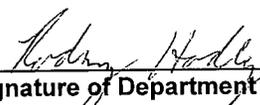
**9. Person responsible for coordinating proposed program, project, etc.:**

John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Division of Buildings and Street Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

12/12/12  
\_\_\_\_\_  
Date

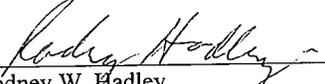
**CERTIFICATION OF RODNEY W. HADLEY**

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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed of damaged elevator at City Hall.
4. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
5. Time did not permit us to solicit proposals from vendors.
6. Because of the reasons stated above which are incorporated herein, I am requesting an emergency to be declared and formally authorize Standard Elevator to provide the elevator repairs.
7. The total funds requested for this purpose is \$55,000.00.
8. 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: \_\_\_\_\_

12/17/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. Res. 12-897

Agenda No. 10.Z.36

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year term; and

**WHEREAS**, Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18; and

**WHEREAS**, the contractors have been performing the services in an effective and efficient manner; and

**WHEREAS**, a resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance; and

**WHEREAS**, the Revised Living Wage Ordinance 12-090 was adopted on July 18, 2012; and

**WHEREAS**, Resolution No. 12-442, approved on June 13, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective November 1, 2012 while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, the total cost of the contract extensions is **two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48); and**

**WHEREAS**, funds in the amount of \$19,000.00 are available in **Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-314.**

**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.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

| <u>Ext. Amt:</u> | <u>Vendor:</u>                     | <u>Location:</u>                                                                                                                          |
|------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
|                  | Chuk's Professional Cleaning, Inc. | <b>Block 1:</b><br>- Police HDQ- 1 Journal Square<br>- Health Clinic, 115 Christopher Col. Dr.                                            |
|                  |                                    | \$29,708.83                                                                                                                               |
|                  | Chuk's Professional Cleaning, Inc. | <b>Block 3:</b><br>- South District, 191 Bergen Avenue<br>- Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av                              |
|                  |                                    | \$15,010.79                                                                                                                               |
|                  | Chuk's Professional Cleaning, Inc. | <b>Block 5:</b><br>- West District, 576 Communipaw Ave.<br>- Juvenile Bureau, 130 Cator Ave.                                              |
|                  |                                    | \$15,010.79                                                                                                                               |
|                  | Chuk's Professional Cleaning, Inc. | <b>Block 11:</b><br>- Public Works Compound, Route 440<br><br>- Blood Cleanup / Miscellaneous                                             |
|                  |                                    | \$42,739.06                                                                                                                               |
|                  |                                    | \$2,985.48                                                                                                                                |
|                  |                                    | <b>\$105,454.95</b>                                                                                                                       |
|                  | United Service                     | <b>Block 2:</b><br>-284 Central Ave. ( North District )<br>- 28 Paterson Street                                                           |
|                  |                                    | \$14,458.83                                                                                                                               |
|                  | United Service                     | <b>Block 8</b><br>- 400 Sip Ave, Recreation Facility<br>- 100 Philips St. ( JCPD Car Pound )                                              |
|                  |                                    | \$14,534.41                                                                                                                               |
|                  |                                    | <b>FLOOR CARE AT:</b><br>-140 MLK Drive ( Community Center )<br>- 715 Summit Avenue and Pershing Field                                    |
|                  |                                    | \$4,741.85                                                                                                                                |
|                  |                                    | <b>\$33,735.09</b>                                                                                                                        |
|                  | Temco Building Maintenance         | <b>BLOCK 4:</b><br>- 207 7 <sup>th</sup> Street ( East District )<br>- 465 Marin Blvd ( Fire HQ )                                         |
|                  |                                    | \$15,076.99                                                                                                                               |
|                  |                                    | <b>BLOCK 6:</b><br>- 280 Grove Street ( City Hall )                                                                                       |
|                  |                                    | \$45,231.48                                                                                                                               |
|                  |                                    | <b>BLOCK 7:</b><br>- 365 Summit Avenue ( Municipal Court )                                                                                |
|                  |                                    | \$30,154.49                                                                                                                               |
|                  |                                    | <b>BLOCK 9 :</b><br>- 1 Journal Square Plaza                                                                                              |
|                  |                                    | \$15,076.99                                                                                                                               |
|                  |                                    | <b>BLOCK 10:</b><br>- 100 Cornelison Ave ( Motorcycle Squad )<br>- HUB ( Human Resources )<br>- WIC, Commerce, Immunization, HEDC Offices |
|                  |                                    | \$30,154.49                                                                                                                               |
|                  |                                    | <b>\$135,694.44</b>                                                                                                                       |

(Continued on page 3)

City Clerk File No. Res. 12-897

Agenda No. 10.Z.36 DEC 19 2012

TITLE:

**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

| Vendor:                                                                | Locations:                       | Purchase Order # | Amount             |
|------------------------------------------------------------------------|----------------------------------|------------------|--------------------|
| Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109 | <b>Block #s :</b><br>1, 3, 5, 11 | PO <u>108194</u> | \$7,000.00         |
| United Service<br>482 Forest Street<br>Kearny, NJ 07032                | <b>Block #:</b><br>2,8           | PO <u>108195</u> | \$5,000.00         |
| Temco Building<br>One Park Avenue<br>New York, NY 10016                | <b>Block #:</b><br>4,6,7,9,10    | PO <u>108196</u> | \$7,000.00         |
| <b>Temp. Encumbrancy</b>                                               |                                  |                  | <b>\$19,000.00</b> |

**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 extend the contracts with Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The contract extensions are on a month to month basis not to exceed six months effective as of November 1, 2012, and the total cost of the contracts shall not exceed **\$274,884.48**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contracts after the expenditure of funds encumbered in the 2012 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year temporary and permanent budget; and
- 4) 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.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Street Operating Account No. 12-01-201-26-291-314** for payment of the above resolution.

RWH/sb  
October 18, 2012

APPROVED: Rodney W. Hadley Rodney W. Hadley, Director, Department of Public Works APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel  
 Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | COLEMAN       | ✓   |     |      | 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/cooperative agreement:**

RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

For janitorial services at various locations.

**4. Reasons (need) for the proposed program, project, etc.:**

RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

**5. Anticipated benefits to the community:**

For janitorial services at various locations.

**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):**

The cost of this contracts extension is two hundred and seventy four thousand eight hundred and eighty eight dollars and forty eight cents (\$274,884.48).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

April 30, 2013.

**9. Person responsible for coordinating proposed program, project, etc.:**

John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

11/16/12  
\_\_\_\_\_  
Date

**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. **RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
- 3.\* The total funds requested for this renewal is \$274,884.48 with a temporary encumbrancy of \$19,000.00.
4. The funds are available in **Buildings and Street Maintenance Operating Account No. 01-201-26-291-314.**
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: \_\_\_\_\_

11/16/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

November 20, 2012

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

**RE: Contracts Extension (Janitorial Services)**

Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City. The bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year term. Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18. A resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance.

The Revised Living Wage Ordinance 12-090 was adopted on July 18, 2012. Resolution No. 12-442, approved on June 13, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48. It is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective November 1, 2012 while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance. The total cost of the contract extensions is **two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48).**

Funds are available in **Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-314.**

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rodney W. Hadley", is written over a horizontal dashed line.

Rodney W. Hadley, DPW Director

*FK*  
Cc: Jack Kelly, Business Administrator

# CITY OF JERSEY CITY

Requisition #

0159997

Assigned PO #

108194

## Requisition

**Vendor**  
CHUKS PROFESSIONAL CLEANING  
109 WASHINGTON AVE, OFFICE #4  
BELLEVILLE NJ 07109

**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

**Dept. Ship To**  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

CH112108MV

**Contact Info**  
JOHN MCGRATH, DIR  
2015474432

| Quantity | UOM | Description         | Account           | Unit Price | Total    |
|----------|-----|---------------------|-------------------|------------|----------|
| 1.00     | EXT | JANITORIAL SERVICES | 01-201-26-291-314 | 7,000.00   | 7,000.00 |

THIS PO IS FOR A CONTRACT EXTENSION FOR JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS

CITY IS CURRENTLY REVISING THE BID SPECIFICATIONS SO THAT THEY COMPLY WITH THE REVISED LIVING WAGE ORDINANCE

CONTRACT PERIOD = 11/01/12 TO 04/30/13

CONTRACT AMOUNT = \$105,454.95

TEMP. ENCUMBRANCY = \$7,000.00

THIS PO IS ONLY VALID THROUGH 12/31/12.

A NEW PO WILL BE ISSUED IN CY 13 FOR THE REMAINDER OF CONTRACT EXTENSION

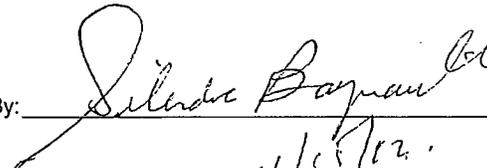
PPVS

Requisition Total 7,000.00

Req. Date: 11/15/2012

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:   
11/15/12

**This Is Not A Purchase Order**

# CITY OF JERSEY CITY

Requisition #  
0159998

Assigned PO #  
108195

## Requisition

**Vendor**  
UNITED SERVICES INC  
462 FOREST STREET  
KEARNY NJ 07032

**Dept. Bill To**  
BUILDING & STREET MAINTENACE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

**Dept. Ship To**  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

UN562523MV

**Contact Info**  
JOHN MCGRATH, DIR  
2015474432

| Quantity | UOM | Description         | Account           | Unit Price | Total    |
|----------|-----|---------------------|-------------------|------------|----------|
| 1.00     | EXT | JANITORIAL SERVICES | 01-201-26-291-314 | 5,000.00   | 5,000.00 |

THIS PO IS FOR A CONTRACT EXTENSION FOR JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS

CITY IS CURRENTLY REVISING BID SPECIFICATIONS SO THAT THEY COMPLY WITH THE REVISED LIVING WAGE ORDINANCE

CONTRACT PERIOD : 11/01/12 TO 04/30/13

CONTRACT AMOUNT = \$33,735.09  
TEMP. ECNUMBRANCY = \$5,000.00

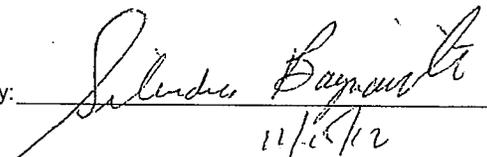
THIS PO IS ONLY VALID THROUGH 12/31/12

A NEW PO WILL BE ISSUED IN CY 13 FOR THE REMAINDER OF CONTRACT EXTENSION

PPVS

Requisition Total 5,000.00

Req. Date: 11/15/2012  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By:   
11/15/12

**This Is Not A Purchase Order**

# CITY OF JERSEY CITY

Requisition #

0160000

Assigned PO #

108196

## Requisition

**Vendor**  
TEMCO BUILDING MAINTENANCE  
ONE MADISON STREET  
EAST RUTHERFORD NJ 07073

TE546465

**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

**Contact Info**  
JOHN MCGRATH, DIR  
2015474432

**Dept. Ship To**  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

| Quantity | UOM | Description         | Account           | Unit Price | Total    |
|----------|-----|---------------------|-------------------|------------|----------|
| 1.00     | EXT | JANITORIAL SERVICES | 01-201-26-291-314 | 7,000.00   | 7,000.00 |

THIS PO IS FOR A CONTRACT EXTENSION FOR JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS

CITY IS CURRENTLY REVISING THE BID SPECIFICATIONS SO THAT THEY COMPLY WITH THE REVISED LIVING WAGE ORDINANCE

CONTRACT PERIOD : 11/01/12 TO 04/30/13

CONTRACT AMOUNT = \$135,694.44  
TEMP. ENCUMBRANCY = \$7,000.00

THIS PO IS ONLY VALID THROUGH 12/31/12

A NEW PO WILL BE ISSUED IN CY 13 FOR THE REMAINDER OF CONTRACT EXTENSION

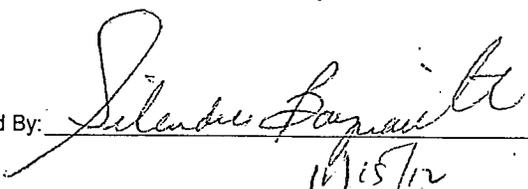
PPVS

Requisition Total 7,000.00

Req. Date: 11/15/2012

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:   
11/15/12

**This Is Not A Purchase Order**

## Silendra Bajjnauth

---

**From:** Raymond Reddington  
**Sent:** Thursday, October 25, 2012 3:12 PM  
**To:** Silendra Bajjnauth  
**Cc:** Rodney Hadley; John McGrath  
**Subject:** RE: Extension Reso - Janitorial Services

Looks okay.

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.

**From:** Silendra Bajjnauth  
**Sent:** Thursday, October 25, 2012 3:07 PM  
**To:** Raymond Reddington  
**Cc:** Rodney Hadley; John McGrath  
**Subject:** RE: Extension Reso - Janitorial Services

Please see attached for corrections.  
Thanks

Silendra Bajjnauth  
Fiscal Officer  
City of Jersey City / Department of Public Works  
575 Route 440  
Jersey City, NJ 07305

[bajjnauths@jcnj.org](mailto:bajjnauths@jcnj.org)  
T : (201)547-4405  
F : (201)547-5264

**From:** Raymond Reddington  
**Sent:** Thursday, October 25, 2012 1:42 PM  
**To:** Silendra Bajjnauth  
**Cc:** Rodney Hadley; John McGrath  
**Subject:** RE: Extension Reso - Janitorial Services

Please see attached copy of draft no. 1 of resolution for changes.

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.

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

City Clerk File No. Res. 12-442

Agenda No. 10.S

Approved: JUN 13 2012

TITLE:



**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year terms, with the renewal contract prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2011 to February 2012; and

WHEREAS, Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18; and

WHEREAS, the contractors have been performing the services in an effective and efficient manner; and

WHEREAS, a resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desire to revise the current Living Wage Ordinance and rebid the contracts based on the Revised Living Wage Ordinance ; and

WHEREAS, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective May 1, 2012 while the City revises the Living Wage Ordinance; and

WHEREAS; the total cost of the contract renewals is two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48); and

WHEREAS, funds in the amount of \$53,000.00 are available in Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-314.

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.

(Continued on page 2)

**TITLE: RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Vendor:** \_\_\_\_\_ **Location:** \_\_\_\_\_

| <u>Ext. Amt:</u>                   |                                                                                                              |                               |
|------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------|
| Chuk's Professional Cleaning, Inc. | <b>Block 1:</b><br>- Police HDQ- 8 Erie Street<br>- Health Clinic, 115 Christopher Col. Dr.                  | \$29,708.83                   |
| Chuk's Professional Cleaning, Inc  | <b>Block 3:</b><br>- South District, 191 Bergen Avenue<br>- Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av | \$15,010.79                   |
| Chuk's Professional Cleaning, Inc  | <b>Block 5:</b><br>- West District, 576 Communipaw Ave.<br>- Juvenile Bureau, 130 Cator Ave.                 | \$15,010.79                   |
| Chuk's Professional Cleaning, Inc  | <b>Block 11:</b><br>- Public Works Compound, Route 440<br><br>- Blood Cleanup / Miscellaneous                | \$42,739.06<br><br>\$2,985.48 |
| United Service                     | <b>Block 2:</b><br>-284 Central Ave. ( North District )<br>- 28 Paterson Street                              | \$14,458.83                   |

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                             |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| United Service             | <b>Block 8</b><br>- 400 Sip Ave, Recreation Facility<br>- 100 Philips St. ( JCPD Car Pound )<br><br><b>FLOOR CARE AT:</b><br>-140 MLK Drive ( Community Center )<br>- 715 Summit Avenue and Pershing Field                                                                                                                                                                                                          | \$14,534.41<br><br>\$4,741.85                                               |
| Temco Building Maintenance | <b>BLOCK 4:</b><br>- 207 7 <sup>th</sup> Street ( East District )<br>- 465 Marin Blvd ( Fire HQ )<br><b>BLOCK 6:</b><br>- 280 Grove Street ( City Hall )<br><b>BLOCK 7:</b><br>- 365 Summit Avenue ( Municipal Court )<br><b>BLOCK 9 :</b><br>- 1 Journal Square Plaza<br><b>BLOCK 10:</b><br>- 100 Cornelison Ave ( Motorcycle Squad )<br>- HUB ( Human Resources )<br>- WIC, Commerce, Immunization, HEDC Offices | \$15,076.99<br><br>\$45,231.48<br>\$30,154.49<br>\$15,076.99<br>\$30,154.49 |

(Continued on page 3)

City Clerk File No. Res. 12-442

Agenda No. 10.5 JUN 13 2012

TITLE: RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

| Vendor:                                                                | Locations:              | Purchase Order # | Amount                    |
|------------------------------------------------------------------------|-------------------------|------------------|---------------------------|
| Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109 | Block #: 1, 3, 5, 11    | PO's 106512      | \$2,000.00<br>\$20,000.00 |
| United Service 482 Forest Street Kearny, NJ 07032                      | Block #: 2, 8           | PO's 106511      | \$3,000.00<br>\$8,000.00  |
| Temco Building One Park Avenue New York, NY 10016                      | Block #: 4, 6, 7, 9, 10 | PO 106515        | \$20,000.00               |
| Temp. Encumbrancy                                                      |                         |                  | \$53,000.00               |

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 renew the contracts with Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contracts are on a month to month basis not to exceed six months effective as of May 1, 2012, and the total cost of the contracts shall not exceed \$274,884.48;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contracts after the expenditure of funds encumbered in the 2012 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget; and
- 4) The award of these contracts shall be subject to the condition that the vendors provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.
- 5) 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.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 12-01-201-26-291-314 for payment of the above resolution.

RWH/sb  
May 03, 2012

APPROVED: Rodney W. Hadley /s/ RWH  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: Joanne Monahan /s/ JAM  
Joanne Monahan, Corporation Counsel

Business Administrator

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓   |     |      | 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 Byrns  
Robert Byrns, City Clerk

(REVISED 10/2011)

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))

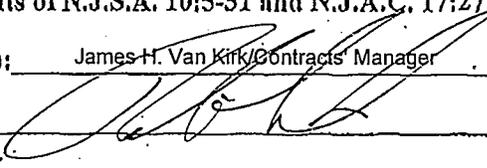
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish 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): James H. Van Kirk/Contracts Manager

Representative's Signature: 

Name of Company: Temco Building Maintenance, Inc.

Tel. No.: 212-251-7882 Date: 10/25/12

Certification 40383

**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-AUG-2010** to **15-AUG-2013**

**TEMCO SERVICE INDUSTRIES, INC.**  
**1 PARK AVENUE**  
**NEW YORK NY 10016**



**Andrew P. Sidamon-Eristoff**  
**State Treasurer**

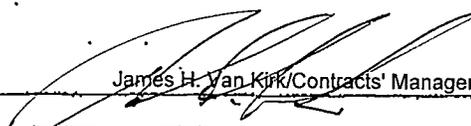
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City 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 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: James H. Van Kirk/Contracts Manager  
Representative's Signature:   
Name of Company: Temco Building Maintenance, Inc.  
Tel. No.: 212-251-7882 Date: 10/25/12

**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 : Temco Building Maintenance, Inc.

Address : One Madison Street, East Rutherford, NJ 07073

Telephone No. : 212-251-7882

Contact Name : James H. Van Kirk

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.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TEMCO BUILDING MAINTENANCE INC.

**Trade Name:**

**Address:** 1 PARK AVE  
NEW YORK, NY 10016

**Certificate Number:** 0401318

**Effective Date:** January 16, 1963

**Date of Issuance:** March 27, 2009

**For Office Use Only:**

20090327150428998

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

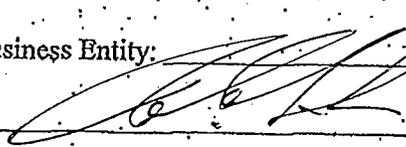
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Temco Building Maintenance, Inc. (name of business entity) has not made any reportable contributions in the **\*\*one-year period** preceding 10/25/12 (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 Temco Building Maintenance, Inc. (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: Temco Building Maintenance, Inc.

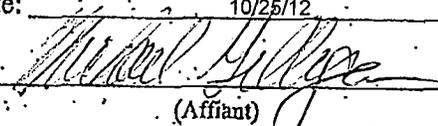
Signed:  Title: Contracts' Manager

Print Name: James H. Van Kirk Date: 10/25/12

Subscribed and sworn before me  
this 25th day of October, 2012

My Commission expires: 11/19/13

  
KATHLEEN TALIERCIO  
Notary Public, State of New York  
No. 01TA606686  
Qualified in Queens County  
Commission Expires November 19, 2013

  
(Affiant)  
Michael Gilligan, Secretary/Treasurer  
(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.**

**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).

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund             |
| Friends of Viola S. Richardson          | The Election Fund of Steven Fulop |
| Lavarro for Council                     | Councilwoman Michele Massey       |
| Friends of Michael Sottolano            |                                   |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013              |
| Friends of Nidia R. Lopez               |                                   |

**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                            |
|-------------------------------------------------------------------------------------------|-----------------------------------------|
| Temco Service Industries, Inc. owns 100% of the stock of Temco Building Maintenance, Inc. | 417 Fifth Avenue, New York, NY 10016    |
| Herman J. Hellman owns 57.0% of the stock of Temco Service Industries, Inc.               | 15 East 68th Street, New York, NY 10021 |
|                                                                                           |                                         |
|                                                                                           |                                         |
|                                                                                           |                                         |
|                                                                                           |                                         |
|                                                                                           |                                         |

**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: Temco Building Maintenance, Inc.  
 Signed: [Signature] Title: Contracts' Manager  
 Print Name: James H. Van Kirk Date: 10/25/12

Subscribed and sworn before me this 25th day of October, 2012.

My Commission expires: 11/19/13

[Signature]  
 (Affiant)  
 Michael Gilligan, Secretary/Treasurer  
 (Print name & title of affiant) (Corporate Seal)

**KATHLEEN TALIERCIO**  
 Notary Public, State of New York  
 No. 01TA606686  
 Qualified in Queens County  
 Commission Expires November 19, 2013



CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE



JOHN McGRATH  
DIRECTOR OF BUILDINGS & STREETS

RICHARD FREDA  
DIRECTOR OF CUSTODIAL SERVICES

JERRAMIAH T. HEALY MAYOR

RODNEY HADLEY  
DIRECTOR OF PUBLIC WORKS

October 18, 2012

Chuk's Professional Cleaning  
109 Washington Ave.  
Belleville, NJ 07073

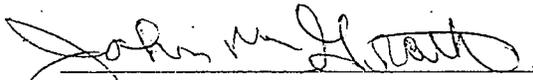
Attn: Livinus Mbamara, President

Dear Mr. Mbamara,

Please be advised your current Janitorial extension contract for (six) 6 months with the City of Jersey City expires October 31, 2012. However the city is looking forward to extend this contract for (six) 6 months on a month to month basis starting 11/1/12 until the bids go out for new contracts.

Should you have any questions, please feel free to notify the office

Sincerely,

  
John McGrath, Director of Buildings & Streets

CC Richard Freda, Director of Custodial Services  
Rodney Hadley, Director of Public Works  
Silendra Bajjnauth,, Fiscal Officer

type  
rf/jl

# **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:

Jean 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 10/2011)

**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): Lwinus Mbamara

Representative's Signature: 

Name of Company: Chuk's Professional Cleaning, Inc.

Tel. No.: <sup>(973)</sup> 759-0614 Date: 10/22/12

**STATE OF NEW JERSEY**  
Division of Public Contracts Equal Employment Opportunity Compliance

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

1. EID. NO. OR SOCIAL SECURITY: 260-067-256      2. TYPE OF BUSINESS:  1. KING  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 47

4. COMPANY NAME: Chuk's Professional Cleaning, Inc.

5. STREET: 109 Washington Ave. CITY: Belleville COUNTY: Essex STATE: NJ ZIP CODE: 07109

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): N/A CITY: STATE: ZIP CODE:

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: N/A

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: N/A

10. PUBLIC AGENCY AWARDED CONTRACT: City of Jersey City CITY: Hudson COUNTY: NJ STATE: NJ ZIP CODE: 07107

Division Day: DATE RECEIVED: INSURE DATE: ASSIGNED CCR DELEGATOR NUMBER:

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in nonunion/non-union categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |                |                  | FIRMAMENT MINORITY NON-MINORITY EMPLOYEE BREAKDOWN |          |                |       |            |       |          |                |       |             |
|------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|----------------------------------------------------|----------|----------------|-------|------------|-------|----------|----------------|-------|-------------|
|                                                | COL. 1<br>TOTAL<br>(Col. 2 + 3)                                                           | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALES *****                                  |          |                |       |            |       |          |                |       |             |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER<br>INDIAN | ASIAN | NON<br>ASN | BLACK | HISPANIC | AMER<br>INDIAN | ASIAN | NON<br>MIN. |
| Officials/Managers                             | 1                                                                                         | 1              |                  |                                                    |          |                |       |            |       |          |                |       |             |
| Professionals                                  |                                                                                           |                |                  |                                                    |          |                |       |            |       |          |                |       |             |
| Technicians                                    |                                                                                           |                |                  |                                                    |          |                |       |            |       |          |                |       |             |
| Sales Workers                                  |                                                                                           |                |                  |                                                    |          |                |       |            |       |          |                |       |             |
| Office & Clerical                              | 2                                                                                         |                | 2                |                                                    |          |                |       |            |       |          |                |       |             |
| Craftworkers (NEMA)                            |                                                                                           |                |                  |                                                    |          |                |       |            |       |          |                |       |             |
| Operatives (NEMA)                              |                                                                                           |                |                  |                                                    |          |                |       |            |       |          |                |       |             |
| Labors (NEMA)                                  | 44                                                                                        | 23             | 21               | 10                                                 | 9        |                | 4     |            | 12    | 9        |                |       |             |
| Service Workers                                |                                                                                           |                |                  |                                                    |          |                |       |            |       |          |                |       |             |
| <b>TOTAL</b>                                   |                                                                                           |                |                  |                                                    |          |                |       |            |       |          |                |       |             |
| Total employment from previous Report (If any) | 47                                                                                        | 24             | 23               | 10                                                 | 9        |                | 4     |            | 12    | 9        |                |       |             |
| Temporary & Part-Time Employees                | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                    |          |                |       |            |       |          |                |       |             |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED  
 From: 10/1 To: 10/13

14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED  
 MO. DAY YEAR: 7 2 12

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): Zoila Bunay SIGNATURE: Zoila Bunay TITLE: Secretary DATE: 10 23 12

17. ADDRESS NO. & STREET: 109 Washington Ave. CITY: Belleville COUNTY: Essex STATE: NJ ZIP CODE: 07109 PHONE (AREA CODE, NO. EXTENSION): 973-759-0014

I certify that the information on this Form is true and correct.

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

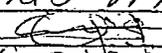
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City 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 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: Livinus Imbamara  
Representative's Signature:   
Name of Company: CHUK'S PROFESSIONAL CLEANING, INC.  
Tel. No.: (973) 759-0014 Date: 10/22/12

**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 : Chuk's Professional Cleaning, Inc.  
Address : 109 Washington Ave, Belleville NJ 07109  
Telephone No. : (973) 759-0014  
Contact Name : Livinus Mbamara

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 : CherK's Professional Cleaning, Inc.  
Address : 109 Washington Ave, Belleville, NJ 07109  
Telephone No. : (973) 759-0014  
Contact Name : Livinos Imbamara

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 Chuk's Professional Cleaning, Inc. (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: Chuk's Professional Cleaning, Inc.

Signed  [Signature] Title: President

Print Name: Livinus Mbamara Date: 10/22/12

Subscribed and sworn before me  
this 22 day of October, 2012.

My Commission expires: 09-06-2017

[Signature]  
(Affiant)  
Livinus Mbamara  
(Print name & title of affiant) (Corporate Seal)

**WILLIAM BARRETTA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/6/2017**

William Barretta  
October 22, 2012

\*\*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.

**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).

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund             |
| Friends of Viola S. Richardson          | The Election Fund of Steven Fulop |
| Lavarro for Council                     | Councilwoman Michele Massey       |
| Friends of Michael Sottolano            |                                   |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013              |
| Friends of Nidia R. Lopez               |                                   |

**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 |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

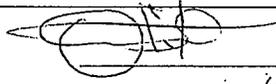
**Part 3 – Signature and Attestation:**

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: Chuk's Professional Cleaning, Inc.  
 Signed: [Signature] Title: President  
 Print Name: Livinus Mbanara Date: 12/22/12

Subscribed and sworn before me this 22 day of October, 2012

My Commission expires: 09-06-2017

  
 \_\_\_\_\_  
 (Affiant)  
Livinus Mbanara  
 (Print name & title of affiant) (Corporate Seal)

**WILLIAM BARRETTA**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 9/6/2017  
*William Barretta*  
 OCTOBER 22, 2012





JON S. CORZINE  
Governor



DAVID ROUSSEAU  
State Treasurer

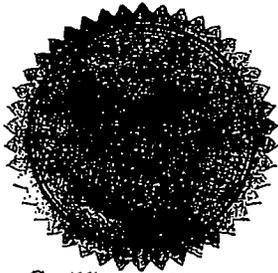
## APPROVED

*by the*  
Department of the Treasury  
Division of Minority and Woman Business Development  
*under the*  
Small Business Set-Aside Act  
and  
Women and Minority Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** as a Category 1 & 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Certification Number: 51225-21

Issued: January 4, 2010

*Nina E. Moseley*  
Nina E. Moseley  
Senior Director

Expiration: January 3, 2013

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.  
0100907113

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on June 18, 2003.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and registered office are:*

Jude O Nkama Esq  
76 Union Avenue  
Suite C 1  
Irvington, NJ 07111 0000

*Continued on next page . . .*

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
11th day of March, 2006

*Bradley Abelow*

Bradley I. Abelow  
Acting State Treasurer

Certificate Number  
663069

Registration Date: 04/28/2012  
Expiration Date: 04/27/2014



# 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:

**Chuk's Professional Cleaning, Inc.**  
**2012**

Responsible Representative(s):  
Livinus Mbarara, Owner

*Harold J. Wirths*

Harold J. Wirths, 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.



# CERTIFICATE OF LIABILITY INSURANCE

CHUKS-2

OP ID: DS

DATE (MM/DD/YYYY)

10/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                  |              |                                         |
|----------------------------------------------------------------------------------|--------------|-----------------------------------------|
| PRODUCER<br>Dale Group, Inc.<br>PO Box 6<br>Florham Park, NJ 07932<br>Dale Group | 973-377-7000 | CONTACT NAME: Danielle Spann            |
|                                                                                  | 973-377-4614 | PHONE (A/C, No, Ext): 973-377-7000      |
|                                                                                  |              | FAX (A/C, No): 973-377-4614             |
|                                                                                  |              | E-MAIL ADDRESS: danielles@dalegroup.com |
| INSURER(S) AFFORDING COVERAGE                                                    |              | NAIC #                                  |
| INSURER A: Guard Insurance Group                                                 |              | 31470                                   |
| INSURER B: Peerless Insurance Company                                            |              | 24198                                   |
| INSURER C: Excelsior Insurance Company                                           |              | 11045                                   |
| INSURER D:                                                                       |              |                                         |
| INSURER E:                                                                       |              |                                         |
| INSURER F:                                                                       |              |                                         |

INSURED  
**Chuk's Professional Cleaning  
Office #4  
109 Washington Avenue  
Belleville, NJ 07109**

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                              | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                 |
|----------|--------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> GENERAL LIABILITY                          |           |          | CBP4405072    | 10/13/12                | 10/13/13                | EACH OCCURRENCE \$ 1,000,000                                                           |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |           |          |               |                         |                         | MED EXP (Any one person) \$ 15,000                                                     |
|          |                                                                                |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                                     |
|          |                                                                                |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                         |
|          |                                                                                |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                                    |
|          |                                                                                |           |          |               |                         |                         | \$                                                                                     |
|          | AUTOMOBILE LIABILITY                                                           |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                                 |
|          | <input type="checkbox"/> ANY AUTO                                              |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                                          |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                       |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                                        |
|          | <input type="checkbox"/> HIRED AUTOS                                           |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                                      |
|          |                                                                                |           |          |               |                         |                         | \$                                                                                     |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB.                             |           |          | CU8804498     | 10/13/12                | 10/13/13                | EACH OCCURRENCE \$ 3,000,000                                                           |
|          | <input type="checkbox"/> EXCESS LIAB                                           |           |          |               |                         |                         | AGGREGATE \$ 3,000,000                                                                 |
|          | <input checked="" type="checkbox"/> OCCUR                                      |           |          |               |                         |                         | \$                                                                                     |
|          | <input type="checkbox"/> CLAIMS-MADE                                           |           |          |               |                         |                         |                                                                                        |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 10000                     |           |          |               |                         |                         |                                                                                        |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |           |          | CHWC351304    | 03/19/12                | 03/19/13                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    |           | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                                                        |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                         |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                                |
|          |                                                                                |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                               |
| B        | Property Section                                                               |           |          | CBP4405072    | 10/13/12                | 10/13/13                |                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|                    |          |                                                                                                                                                                |
|--------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proof of Insurance | PROOF OF | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                    |          | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:

8 DAVIDSON ST  
BELLEVILLE NJ 07109

SEQUENCE NUMBER:

1219891

EFFECTIVE DATE:

06/18/03

ISSUANCE DATE:

03/20/06

*John E. Tully*  
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

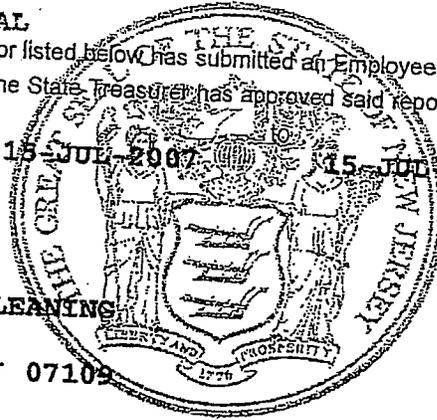
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 4030

**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 JUL 2007~~ ~~15 JUN 2014~~



**CHUKS PROFESSIONAL CLEANING  
8 DAVIDSON STREET  
BELLEVILLE**

**NJ 07109**



*Bradley Abeler*

State Treasurer

JON S. CORZINE  
*Governor*



DAVID ROUSSEAU  
*State Treasurer*

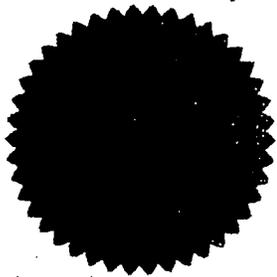
# CERTIFIED

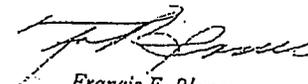
*by the*  
Department of the Treasury  
Division of Minority and Women Business Development  
*under the*  
Small Business Set-Aside Act  
and  
Women and Minority Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually, the business must submit, not more than 20 days prior the anniversary of the certification, annual verification statement, in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



  
Francis E. Blanco  
Director

Certificate Number: 51182-21

Issued: December 28 2009

Expiration: December 27, 2012

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE



JOHN McGRATH  
DIRECTOR OF BUILDINGS & STREETS

RICHARD FREDA  
DIRECTOR OF CUSTODIAL SERVICES

JERRAMIAH T. HEALY MAYOR

RODNEY HADLEY  
DIRECTOR OF PUBLIC WORKS

October 18, 2012

United Services INC  
462 Forest St  
Kearny, NJ 07032

Attn: Raymond Pardo, President

Dear Mr. Pardo,

Please be advised your current Janitorial extension contract for (six) 6 months with the City of Jersey City expires October 31, 2012. However the city is looking forward to extend this contract for (six) 6 months on a month to month basis starting 11/1/12 until the bids go out for new contracts.

Should you have any questions, please feel free to notify the office

Sincerely,

A handwritten signature in black ink, appearing to read "John McGrath", is written over a horizontal line.

John McGrath, Director of Buildings & Streets

cc Richard Freda, Director of Custodial Services  
Rodney Hadley, Director of Public Works  
Silendra Bajjnauth, Fiscal Officer

type  
r/fjl

# 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

(REVISED 10/2011)

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 non-discrimination 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): Raymond Pardo, President  
Representative's Signature: Raymond Pardo  
Name of Company: United Services Inc  
Tel. No.: 2019551300 Date: 10/24/12

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

The contractor and the City 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 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: Raymond J. Pardo  
Representative's Signature: [Signature]  
Name of Company: United Services, Inc.  
Tel. No.: 201-955-1300 Date: 10/26/12

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: United Services, Inc.
Address: 462 Forest St Kearny NJ
Telephone No.: 201-955-1300
Contact Name: Raymond Pardo

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 : United Services Inc  
Address : 462 Forest St Kearny NJ 07032  
Telephone No. : 201-955-1300  
Contact Name : David Aughey

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 United Services Inc. (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 United Services Inc. (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: United Services Inc.  
Signed: Raymond Pardo Title: President  
Print Name: Raymond Pardo Date: 10/23/12

Subscribed and sworn before me  
this 23<sup>rd</sup> day of Oct., 2012  
My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

JAN R. KWAPNIEWSKI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/22/2014

\*\*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.

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).

Table with 2 columns: Name of Entity, Name of Entity. Rows include: Friends of Peter Brennan Election Fund, Friends of Viola S. Richardson, Lavarro for Council, Friends of Michael Sottolano, EFO David P. Donnelly J.C. Council 2010, Friends of Nidia R. Lopez, Gaughan Election Fund, The Election Fund of Steven Fulop, Councilwoman Michele Massey, Healy for Mayor 2013.

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

Table with 2 columns: Name of Stock or Shareholder, Home Address. Rows include: Raymond Pardo 49%, Annunzio Pardo 51%, 47 Pleasant Pl Kenilworth NJ 07032, 150 Hamilton Ct Kenilworth NJ 07032.

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: [Signature] Services, Inc.
Signed: [Signature] Title: President
Print Name: Raymond Pardo Date: 10/26/12

Subscribed and sworn before me this 26th day of October, 2012
(Affiant)
(Print name & title of affiant) (Corporate Seal)

JAN R. KWAPNIEWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/22/2014







## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### CERTIFIED

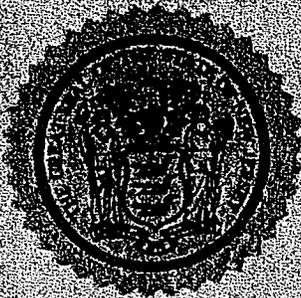
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **UNITED SERVICES INC** is a **MBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17-46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Andrew Pantelides  
Assistant Director

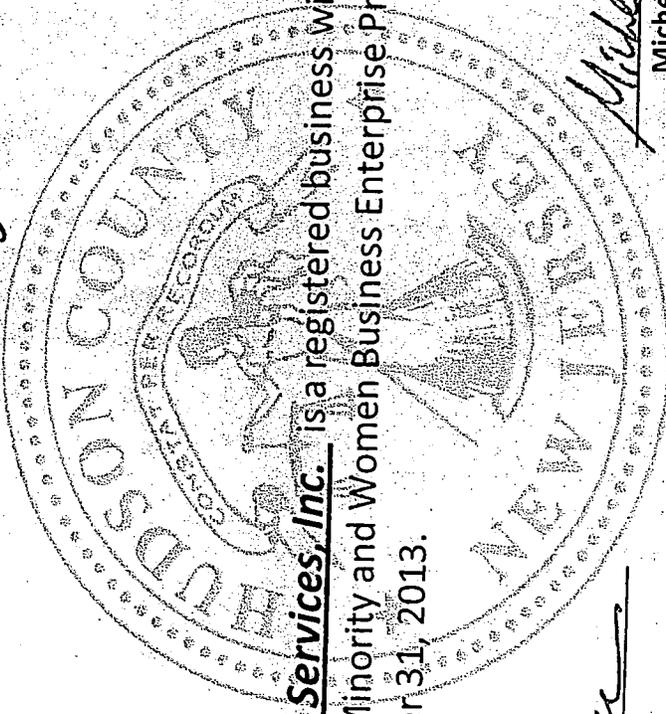
Issued: June 8 2012  
Certificate Number: 59070-12

Expiration: June 7, 2015

# COUNTY OF HUDSON

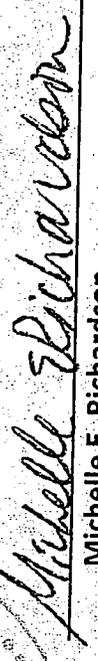
## MINORITY AND WOMEN BUSINESS ENTERPRISE

### *Certificate of Registration*



This certifies that United Services, Inc. is a registered business with Hudson County's Office of Minority and Women Business Enterprise Program for the period of January 1, 2011 to December 31, 2013.

  
Frances O. Thompson, PhD  
Director, Office of Minority Women & Business Enterprise

  
Michelle E. Richardson  
Director, Department of Parks & Community Services

THOMAS A. DEGISE  
HUDSON COUNTY EXECUTIVE  
AND THE  
HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

Certificate Number  
589584

Registration Date: 09/13/2012  
Expiration Date: 09/12/2013



# 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:

United Services Incorporated  
**2012**

Responsible Representative(s):

Ramon Pardo, President  
Anneris Pardo, CEO

Responsible Representative(s):

*Harold J. Wirths*

Harold J. Wirths, 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:** UNITED SERVICES, INC.  
**Trade Name:**  
**Address:** 462 FOREST STREET  
KEARNY, NJ 07032-3517  
**Certificate Number:** 0597637  
**Effective Date:** March 15, 1995  
**Date of Issuance:** August 22, 2012

**For Office Use Only:**  
20120822152806197

**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-2010 to 15-JAN-2013

UNITED SERVICES, INC.  
462 FOREST ST.  
KEARNY NJ 07032



A handwritten signature in black ink, appearing to be 'A. J. ...'.

Acting State Treasurer

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

City Clerk File No. Res. 12-898

Agenda No. 10.Z.37

Approved: DEC 19 2012

TITLE:



**RESOLUTION SUPPORTING A PROJECT OF THE COUNTY OF HUDSON TO EXTEND CENTRAL AVENUE SOUTH FROM HOBOKEN AVENUE TO NEWARK AVENUE**

**COUNCIL**  
following resolution:

offered and moved adoption of the

**WHEREAS**, Central Avenue ends at its intersection with Hoboken Avenue and continues between Newark Avenue and Pavonia Avenue; and

**WHEREAS**, the County of Hudson (County) has proposed a project to construct a new section of Central Avenue between Hoboken Avenue and Newark Avenue (Project); and

**WHEREAS**, the proposed extension of Central Avenue is part of the Journal Square Redevelopment Plan and the City of Jersey City's (City) Master Plan; and

**WHEREAS**, the County would obtain all government approvals for the Project, perform all necessary demolition work, construct the new street, and upon completion dedicate the new street to the City as a public right of way; and

**WHEREAS**, the total Project construction costs are currently estimated to be \$1.9 million dollars and the County expects the City to contribute 50% of this amount; and

**WHEREAS**, the City supports the application of New Jersey Department of Transportation State Street program funds for this Project; and

**WHEREAS**, the City supports this Project and desires to cooperate with the County.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Jersey City fully supports the County of Hudson's proposed project to extend Central Avenue between Hoboken Avenue and Newark Avenue.

RR/cw

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

02012184

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

**JERRAMIAH T. HEALY, MAYOR**

3 December 2012

Hon. Thomas A. De Gise  
County Executive  
Brennan Court House  
583 Newark Avenue  
Jersey City, New Jersey 07306

Dear Tom,

The City of Jersey City is and has been in support of the extension of Central Avenue from Route 139 to Pavonia Avenue. The extension has been incorporated into the Journal Square Redevelopment Plan and the City of Jersey City Master Plan.

The Administration will recommend to the City Council the support of 50% of the cost of construction—total cost estimated to be \$1.9M. Also, the Administration will support the application of State Street funds for the construction of the new Central Avenue and the signalization that will be necessary. The County of Hudson will obtain all governmental approvals and perform all demolition. The City of Jersey City will take ownership of the new street once construction is completed.

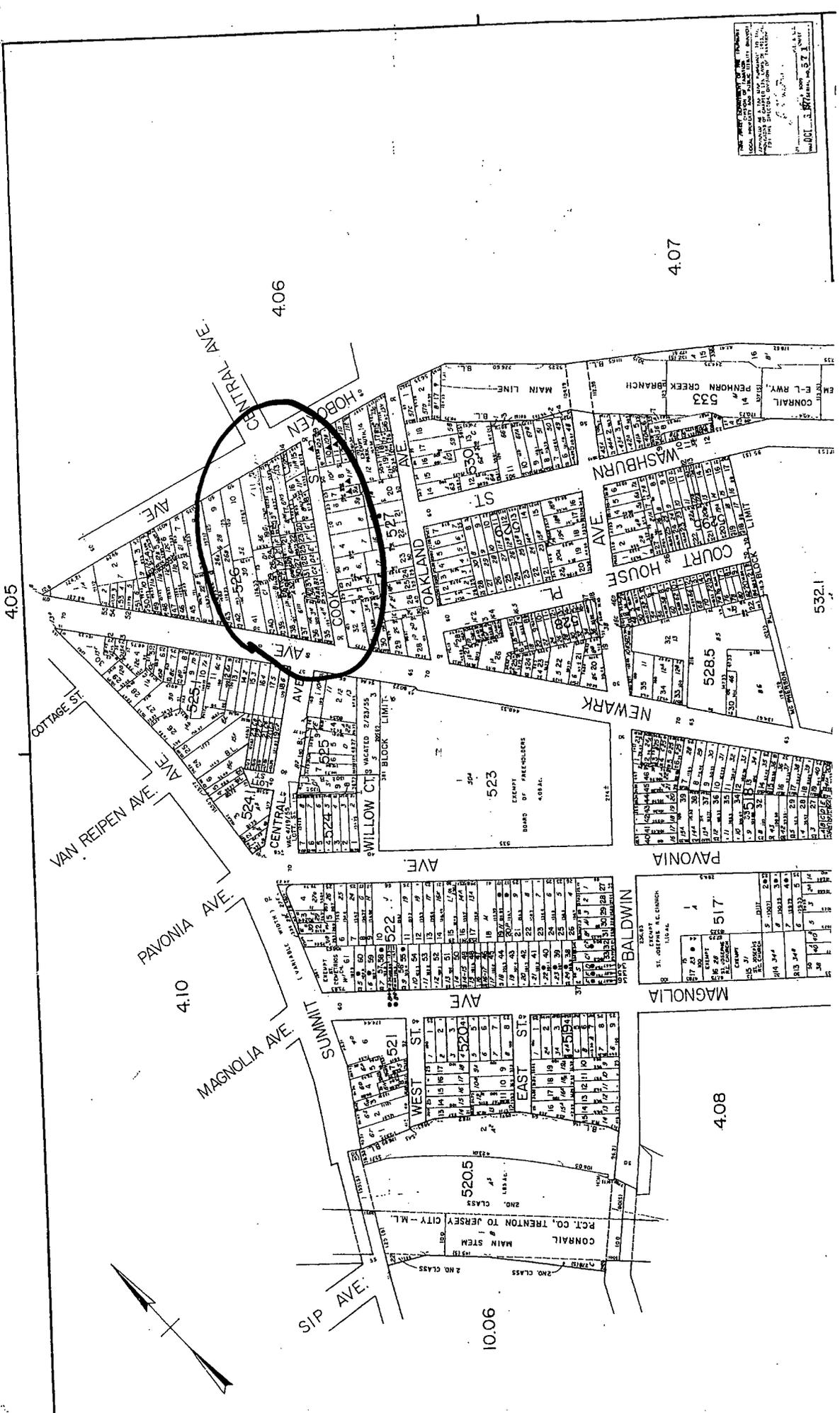
Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy".

Jerramiah T. Healy  
Mayor

Cc: Robert Byrne, City Clerk  
John Kelly, Business Administrator  
Robert Cotter, Director of Planning  
Chuck Lee, Engineering

OFFICE OF THE MAYOR



405

406

407

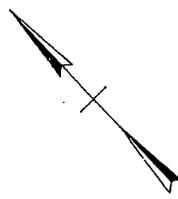
410

408

10.06

532.1

THE STATE OF NEW JERSEY  
 LOCAL GOVERNMENT LAW  
 APPROVED BY THE SENATE AND ASSEMBLY  
 FEBRUARY 19, 1975  
 P.L. 1975-107  
 LOCAL GOVERNMENT LAW, SECTION 27-1



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

City Clerk File No. Res. 12-899

Agenda No. 10.Z.38

Approved: DEC 19 2012



TITLE: A RESOLUTION AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH HATCH-MOTT MACDONALD IN CONNECTION WITH THE MARTIN LUTHER KING DRIVE INTERSECTION IMPROVEMENT PROJECT (PROJECT No. 10-006) 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*, on March 10, 2010, the Municipal Council approved Resolution #10-146 awarding a professional services contract to Hatch-Mott MacDonald to provide for design phase and construction phase services in the amount of \$60,370.00; and

*WHEREAS*, on May 19, 2011, at a preconstruction meeting a representative from the New Jersey Department of Transportation (NJDOT) advised the City of Jersey City (City) that all existing pedestrian curb ramps, regardless of their condition, had to be reconstructed to be in full compliance with the current standards of the Americans with Disabilities Act (ADA); and

*WHEREAS*, the project must be redesigned to include the reconstruction of all the existing non-compliant handicap curb ramps; and

*WHEREAS*, Hatch Mott MacDonald submitted a Proposal dated December 6, 2012 to design, inspect and monitor the compliance of the ADA handicap curb ramps for an additional \$20,000.00; and

*WHEREAS*, Hatch-Mott MacDonald, 545 Washington Blvd. (Suite 602), Jersey City, New Jersey 07310 is a pre-qualified firm and has the necessary qualifications to undertake this project; and

*WHEREAS*, the City desires to amend the Professional Services with Hatch Mott MacDonald for this additional work; and

*WHEREAS*, Funds for this expenditure are available from:

| <u>2008 Engineering Capital Acct No.</u> | <u>Req. No.</u> | <u>P.O. No.</u> | <u>Amount</u> |
|------------------------------------------|-----------------|-----------------|---------------|
| 04-215-55-842-990                        | 0160244         | 108358          | \$20,000.00   |

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

TITLE:

**A RESOLUTION AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH HATCH-MOTT MACDONALD IN CONNECTION WITH THE MARTIN LUTHER KING DRIVE INTERSECTION IMPROVEMENT PROJECT (PROJECT No. 10-006) 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 above recitals are incorporated herein by reference;
2. A Change Order in the amount of \$20,000.00 increasing the total contract amount with Hatch Mott MacDonald from \$60,370.00 to \$80,370.00 is hereby approved;
3. Notice of this Change Order will be published once in a newspaper of general circulation in the City of Jersey City as required by law;
4. 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 *Donna Maurer* (Donna Maurer), 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.

| <u>2008 Engineering Capital Acct No.</u> | <u>Req. No.</u> | <u>P.O. No.</u> | <u>Amount</u> |
|------------------------------------------|-----------------|-----------------|---------------|
| 04-215-55-842-990                        | 0160244         | 108358          | \$20,000.00   |

APPROVED: *Chuck F. Lee* 12/12/12  
Chuck F. Lee, PE, City Engineer

APPROVED: *Rodney Hadley* 12/12/12 APPROVED AS TO LEGAL FORM  
Rodney Hadley, Director, DPW

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

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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



**CITY OF JERSEY CITY**  
Department of Public Works  
Division of Engineering, Traffic & Transportation

**MEMORANDUM**

---

**DATE:** December 10, 2012  
**FROM:** Chuck F. Lee, PE, City Engineer  
**TO:** Peter Folgado, Purchasing Agent  
**SUBJECT:** **MLK Drive Intersection Improvements**  
**JC Project No. 10-006**  
**Design Change Order Resolution**

---

A professional services contract was awarded to Hatch-Mott MacDonald on March 10, 2010 for the design of the above mentioned project.

At the May 19, 2011 preconstruction meeting, the City was advised that all existing pedestrian curb ramps, regardless of their condition, had to be reconstructed to be in full compliance with current standards of the Americans with Disabilities Act (ADA).

Hatch Mott-Macdonald submitted a proposal dated December 6, 2012, for the ADA compliant curb ramps design, along project limits on Martin Luther King Drive, in the additional amount of \$20,000.

The City desires to amend the professional services contract to Hatch Mott MacDonald through, attached amending Resolution.

Attachments

G:\PROJECTS by NAMES\MLK Intersection Improvements 10-006 (NJTPA-2010)\Correspondence\PF-HMM CO-Reso.docx



**Hatch Mott  
MacDonald**

**Hatch Mott MacDonald**  
27 Bleeker Street  
Millburn, NJ 07041-1008  
T 973.379.3400 www.hatchmott.com

December 6, 2012

Chuck F. Lee, P.E.  
City Engineer  
City of Jersey City  
575 Route 440  
Jersey City, New Jersey 07305

**RE: Curb Ramp Improvements along  
Martin Luther King Drive from  
McAdoo Avenue to Kearney Avenue  
Federal Project No. STP-7831 (100)  
Jersey City Project No. 10-006  
HMM Project No. 274424 / 287455**

Dear Mr. Lee:

As requested, Hatch Mott MacDonald (HMM) is pleased to submit the following revised proposal for continuing Construction Phase services for the Martin Luther King Drive Intersection Improvements project to upgrade the existing curb ramps to meet ADA requirements. The proposal revision is a result of the additional, out of scope design services performed subsequent to the accessibility requirements stipulated for the project by the New Jersey Department of Transportation (NJDOT) at the initial June 2011 preconstruction meeting. These additional accessibility requirements were necessitated to ensure conformance with the recently released Public Rights of Way Accessibility Guidelines (PROWAG).

Currently, our construction phase services budget has a balance of approximately \$7,200.00. We estimate that an additional effort of approximately 140 man hours is needed to close out this project with the NJDOT. The additional man hours are required to recover those expended on the extra design work performed to satisfy the accessibility requirements implemented by the NJDOT at the preconstruction meeting. These requirements included compliance with the PROWAG document for all curb ramps and pedestrian push button accessibility within the project limits. The extra design effort performed to ensure conformance with these requirements included:

1. Site inventory and assessment of each existing curb ramp and traffic signal component within the project limits, to determine their conformance with the PROWAG document and document condition. A summary memorandum was prepared for the City's records.
2. Preparation of specific construction details for each curb ramp within the project limits; a total of approximately 80 details which resulted in 20 additional plan sheets. All curb ramps within the project limits were replaced based on the site assessment performed.
3. Additional traffic signal and electrical design for relocation and/or addition of pedestrian signal heads and push buttons to ensure accessibility based on the new curb ramp designs.
4. Recalculation of contract quantities including the addition of construction items to reflect new work resulting from achieving accessibility compliance.



**Hatch Mott  
MacDonald**

5. Preparation of a formal Change of Plan set which included the additional 20 curb ramp detail plan sheets along with revisions to the Construction Plans.
6. Preparation of additional technical specifications and revisions to the Engineer's Cost Estimate.
7. Design coordination with the contractor awarded the project.
8. The addition of four intersections to the project along MLK Jr. Drive.

The recovered man hours will allow HMM will perform the construction support services identified in our previous proposals, including:

- Provide part-time construction observation during the balance of the contract.
- Review and make recommendations for Contractor progress payment applications.
- Participate in the final inspection with the City staff to determine compliance with the Contract Documents, PROWAG and NJDOT requirements. This includes preparation of the requisite certifications, as well as any (design) exceptions that are required.
- Prepare a detailed "Punch List" and ensure Contractor completion.
- Prepare final progress payment.
- Prepare "As-Built" plans based on the City's field measurements and inspector's notes as well as our own independent field measurements.
- Obtain final acceptance of the work from the NJDOT.
- Prepare final close out documents, vouchers, and certifications to NJDOT as required.

HMM proposes to complete the above supplemental scope of work on a reimbursable rate basis for an estimated additional fee of \$20,000. HMM will not exceed this budget without prior approval of the City of Jersey City.

Should you have any questions or require additional information please do not hesitate to contact me at any time. We have provided a signature box for your approval of these additional services. We look forward to continue working on this important project with the City.

Very truly yours,

**HATCH MOTT MACDONALD**

Ronald J. Piccolo, P.E., P.P., CME  
Senior Associate  
T 973-912-2635 F 973-912-2632  
[ronald.piccolo@hatchmott.com](mailto:ronald.piccolo@hatchmott.com)

RJP:ejh

CC: Peter Kocsik, P.E.  
John Rolak, P.E.

Michael Kling, PE, PTOE  
Senior Project Manager  
T 973-912-7535  
[Michael.kling@hatchmott.com](mailto:Michael.kling@hatchmott.com)

Approved By:

Chuck F. Lee, PE  
City Engineer, Jersey City, NJ



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** HATCH MOTT MACDONALD, LLC  
**Trade Name:**  
**Address:** 27 BLEEKER ST  
MILLBURN, NJ 07041-1414  
**Certificate Number:** 1169109  
**Effective Date:** August 01, 2005  
**Date of Issuance:** December 07, 2012

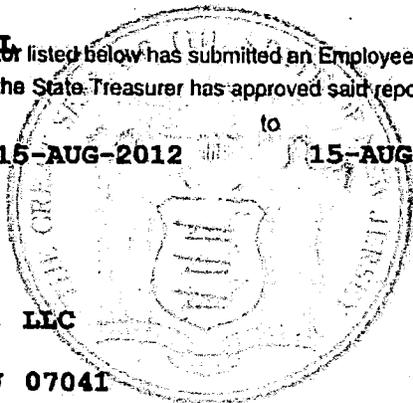
**For Office Use Only:**  
20121207111503308

Certification

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 2062**

This is to certify that the ~~contractor~~ <sup>**FEDERAL**</sup> 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-AUG-2012** to **15-AUG-2015**



**HATCH MOTT MACDONALD, LLC**  
**27 BLEEKER STREET**  
**MILLBURN NJ 07041**

  
  
Andrew P. Sidamon-Eristoff  
State Treasurer

## AGREEMENT

AGREEMENT made this <sup>JUNE</sup> 29<sup>th</sup> day of April, 2010 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Hatch-Mott Macdonald, 545 Washington Blvd., Suite 602, Jersey City, New Jersey 07310 (hereinafter referred to as "Consultant").

**WHEREAS**, the City requires the services of a professional engineering firm in order to design Project No. 10-006, Improvements to Twenty (20) intersections along Martin Luther King Drive from McAdoo Avenue to Kearney Avenue and to provide construction management services; and

**WHEREAS**, Consultant has agreed to provide design services for a lump sum fee of \$35,370.00 and construction management services for a fee not to exceed \$25,000.00 for a total contract amount not to exceed \$60,370.00; and

**WHEREAS**, this Agreement was authorized by Resolution 10-146 approved on March 10, 2010; and

**WHEREAS**, Consultant has the skills and expertise necessary to provide these services to the City.

**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 design Project No. 10-006, Proposed Improvement to Twenty (20) Intersections along Martin Luther King Drive from McAdoo Avenue to Kearney Avenue, and provide construction management services.

### 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 February 16, 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 City's Purchasing Agent.

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 \$60,370.00, including fees and expenses. Of this total contract amount, the City agrees to pay a lump sum of \$35,370.00 for design services. The City agrees to pay an amount not to exceed \$25,000.00 for construction management services. The City agrees to pay for construction management services based on time and materials. 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

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

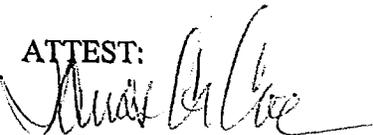
ATTEST:

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

CITY OF JERSEY CITY

  
\_\_\_\_\_  
BRIAN O'REILLY  
Asst. Business Administrator

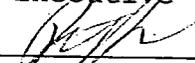
ATTEST:

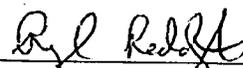
  
\_\_\_\_\_

HATCH-MOTT MCDONALD, LLC

  
\_\_\_\_\_  
Albert N. Beninato  
Executive Vice President

RR  
4-13-10

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

  
\_\_\_\_\_  
Raymond Reddington, Asst. Corp. Counsel

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

City Clerk File No. Res. - 10-146  
Agenda No. 10.Q  
Approved: MAR 10 2010



TITLE:

**A RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO HATCH-MOTT MACDONALD IN CONNECTION WITH THE MARTIN LUTHER KING DRIVE INTERSECTION IMPROVEMENT PROJECT (PROJECT NO. 10-006) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

WHEREAS, the City of Jersey City (City) requires the services of a professional engineering firm in order to design Project No. 10-006, Proposed Improvements to Twenty (20) Intersections along Martin Luther King Drive from McAdoo Avenue to Kearney Avenue; and

WHEREAS, Hatch-Mott MacDonald; 545 Washington Blvd. (Suite 602), Jersey City, New Jersey 07310 is a pre-qualified firm and has the necessary qualifications to undertake this project; and

WHEREAS, Hatch-Mott MacDonald has submitted a proposal for professional engineering services in the amount of Thirty Five Thousand, Three Hundred Seventy Dollars (\$35,370.00) for the Design Phase Services (Lump Sum) and (Not to Exceed) Twenty Five Thousand Dollars (\$25,000.00) for the Construction Phase Services; and

WHEREAS, funds are available for this expenditure in the account shown below:

Department of Administration, Division of Engineering, Traffic and Transportation

R.R.  
2-3-10

| Account No.       | Amount                                         | Requisition No. | Purchase Order No. |
|-------------------|------------------------------------------------|-----------------|--------------------|
|                   | Design Phase Services<br>(Lump Sum)            |                 |                    |
| 04-215-55-841-990 | \$35,370.00                                    | 0149587         | 99347              |
|                   | Construction Phase Services<br>(Not to Exceed) |                 |                    |
| 04-215-55-841-990 | \$25,000.00                                    | 0149588         | 99343              |
| <b>TOTAL COST</b> | <b>\$60,370.00</b>                             |                 |                    |

WHEREAS, the 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 the agreement itself must be available for public inspection; and

WHEREAS, this contract award is made in accordance with the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.5 et seq.

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

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

1. Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached with the firm Hatch-Mott MacDonald to provide professional engineering services in connection with Project No. 10-006 Proposed Improvements to Twenty (20) Intersections along Martin Luther King Drive from McAdoo Avenue to Kearney Avenue

continued.....  
JDS:pcl  
(03.02.10)

**TITLE:** A RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO HATCH-MOTT MACDONALD IN CONNECTION WITH THE MARTIN LUTHER KING DRIVE INTERSECTION IMPROVEMENT PROJECT (PROJECT NO. 10-006) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

2. The total contract amount shall not exceed Sixty Thousand Three Hundred Seventy Dollars (\$60,370.00); which consists of Thirty Five Thousand Three Hundred Seventy Dollars (\$35,370.00) for the Design Services Phase (Lump sum) and not to exceed Twenty Five Thousand Dollars (\$25,000.00) for the Construction Management Services Phase; and the term of the contract shall not exceed Twelve (12) months from the date a notice to proceed is issued by the Purchasing Agent.
3. This contract is awarded as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq;
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 this resolution;
5. The award of this contract shall be subject to the condition that the Consultant provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.
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.

*J.A. 3/10*

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

| Account No.       | Amount                                      | Requisition No. | Purchase Order No. |
|-------------------|---------------------------------------------|-----------------|--------------------|
|                   | Design Phase Services (Lump Sum)            |                 |                    |
| 04-215-55-841-990 | \$35,370.00                                 | 0149587         |                    |
|                   | Construction Phase Services (Not to Exceed) |                 |                    |
| 04-215-55-841-990 | \$25,000.00                                 | 0149588         |                    |
| <b>TOTAL COST</b> | <b>\$60,370.00</b>                          |                 |                    |

APPROVED: [Signature]  
 Director of Traffic & Transportation

APPROVED: [Signature]  
 Municipal Engineer

APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

JDS:pol  
 (03.02.10)

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |        |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
|                                         |     |     |      | 3/10/10       |     |     |      |               |     |        |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | FLOOD         |     | ABSENT |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VEGA          |     |        |      |
| LOPEZ                                   | ✓   |     |      | RICHAROSON    | ✓   |     |      | BRENNAN, PRES | ✓   |        |      |

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

N.V.-Not Voting (Abstain)



15 A'state Parkway, Suite 220  
 Markham, Ontario L3R 5B4  
 Phone 905-305-1054  
 Toll Free 1-800-381-9080  
 Fax 905-305-1093

**Pro-Form Insurance Services**

Insurance • Financial Services

www.proforminsurance.ca

**CERTIFICATE OF INSURANCE**

**TO:** City of Jersey City  
 Department of Administration  
 Division of Engineering, Traffic and Transportation  
 575 Route 440  
 Jersey City, NJ 07305

**THIS IS TO CERTIFY THAT insurance has been effected as shown below:**

**INSURED:** Hatch Mott MacDonald, LLC, and other insureds who may be identified in the policy.

**INSURER:** New Hampshire Insurance Company

**POLICY NO.:** 5472722

**POLICY EXPIRY:** June 30, 2010, 12:01 A.M. Local Standard Time

**COVERAGE:** Professional Liability Insurance

**LIMIT OF LIABILITY:** US\$1,000,000 each claim and in the aggregate annually US\$1,000,000

**REFERENCE:** Evidence of Insurance

This certificate is valid at the date of issuance. The Insurer will provide the Certificate Holder with thirty (30) days written notice of cancellation of the policy.

This certificate is issued for information only, and confers no rights on any holder and imposes no liability upon the insurer, which assumes no responsibility whatsoever in furnishing this certificate.

The Policy contains all the terms and conditions of coverage. The policy is not limited to claims by or in connection with the above-noted certificate-holder. The Limit of Liability may be inclusive of damages and claims expenses; the aggregate limit is the maximum available for all covered claims.

**PRO-FORM INSURANCE SERVICES**

Dated: May 26, 2010

By:   
 Pro-Form Insurance  
 Services Representative

Division: NEA50-IWM

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/25/2010

PRODUCER Phone: 800-220-3008 Fax: 484 344 4601  
HUB PA, a division of HUB Int'l Northeast Ltd.  
A division of HUB Northeast  
480 Norristown Road, 2nd Floor  
Blue Bell PA 19422

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Hatch Mott MacDonald LLC  
27 Bleeker Street  
Millburn NJ 07041-1008

| INSURERS AFFORDING COVERAGE                 | NAIC # |
|---------------------------------------------|--------|
| INSURER A: Twin City Fire Insurance Company | 29459  |
| INSURER B: Hartford Insurance Co. of Mid    | 37478  |
| INSURER C: Charter Oaks Fire Insurance Co   | 25615  |
| INSURER D: St. Paul Fire & Marine Insura    | 24767  |
| INSURER E:                                  |        |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | POLICY NUMBER    | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                                              |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                    | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 6300104P486COF09 | 10/1/2009                        | 6/30/2010                         | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS-COMP/OP AGG \$1,000,000                 |
| A                    | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                              | 10UENNF1439      | 6/30/2009                        | 6/30/2010                         | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br><br>BODILY INJURY (Per person) \$<br><br>BODILY INJURY (Per accident) \$<br><br>PROPERTY DAMAGE (Per accident) \$<br><br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$ |
|                      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                               |                  |                                  |                                   |                                                                                                                                                                                                                                                     |
| D                    | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$10,000                                                                                                    | QK06401175       | 10/1/2009                        | 6/30/2010                         | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$<br>\$                                                                                                                                                                                    |
| B                    | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                                       | 10WBPO0815       | 6/30/2009                        | 6/30/2010                         | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>EL EACH ACCIDENT \$1,000,000<br>EL DISEASE - EA EMPLOYEE \$1,000,000<br>EL DISEASE - POLICY LIMIT \$1,000,000                                           |
|                      | OTHER                                                                                                                                                                                                                                                                                                                      |                  |                                  |                                   |                                                                                                                                                                                                                                                     |

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Reference: Evidence of Insurance

City of Jersey city, its agents, servants are included as Additional Insured under General Liability and Umbrella Liability, but only with respect to the liability arising out of the operations of the Named Insured.

City of Jersey city, its agents, servants are included as Additional Insured under auto liability as required by executed contract for work performed by the named insured.

### CERTIFICATE HOLDER

City of Jersey City, Department of Administration  
Div. of Engineering, Traffic and Transportation  
575 Route 440  
Jersey City NJ 07305

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/27/2010

PRODUCER Phone: 800-220-3008 Fax: 484 344 4601  
HUB PA, a division of HUB Int'l Northeast Ltd.  
A division of HUB Northeast  
480 Norristown Road, 2nd Floor  
Blue Bell PA 19422

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Hatch Mott MacDonald LLC  
27 Bleeker Street  
Millburn NJ 07041-1008

| INSURERS AFFORDING COVERAGE               | NAIC # |
|-------------------------------------------|--------|
| INSURER A: Twin City Fire Insurance Compa | 29459  |
| INSURER B: Hartford Insurance Co. of Mid  | 87478  |
| INSURER C: Charter Oaks Fire Insurance C  | 25615  |
| INSURER D: St. Paul Fire & Marine Insura  | 24767  |
| INSURER E:                                |        |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADDL LTR INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                 | POLICY NUMBER    | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                   | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                 | 6300104P486COF09 | 10/1/2009                          | 6/30/2010                           | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS - COMP/OP AGG \$1,000,000 |
| A                   | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br><br><b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO | 10UENNF1439      | 6/30/2009                          | 6/30/2010                           | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
| D                   | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$10,000                                                                                                                           | QK06401175       | 10/1/2009                          | 6/30/2010                           | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$<br>\$                                                                                                                                                                      |
| B                   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                                                                                                                                     | 10WBPO0815       | 6/30/2009                          | 6/30/2010                           | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>EL EACH ACCIDENT \$1,000,000<br>EL DISEASE - EA EMPLOYEE \$1,000,000<br>EL DISEASE - POLICY LIMIT \$1,000,000                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: Martin Luther King Drive Intersection Improvements Project # 10-006.

City of Jersey city, its agents, servants are included as Additional Insured under General Liability and Umbrella Liability, but only with respect to the liability arising out of the operations of the Named Insured.

City of Jersey city, its agents, servants are included as Additional Insured under auto liability as required by executed contract for work performed by the named insured.

## CERTIFICATE HOLDER

City of Jersey City, Department of Administration  
 Div. of Engineering, Traffic and Transportation  
 575 Route 440  
 Jersey City NJ 07305

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

11/23/05

Taxpayer Identification# 161-006-700/000

Dear Business Representative:

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

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

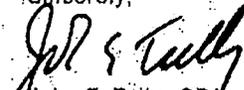
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
HATCH MOTT MACDONALD, LLC

TRADE NAME:

ADDRESS:  
27 BLEEKER ST  
MILLBURN NJ 07041  
EFFECTIVE DATE:

SEQUENCE NUMBER:

1169109

01/01/05

ISSUANCE DATE:

11/23/05

FORM-BRC(08-01)

  
Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



# Hatch Mott MacDonald

**Hatch Mott MacDonald**  
27 Bleeker Street  
Millburn, NJ 07041-1008  
T 973.379.3400 [www.hatchmott.com](http://www.hatchmott.com)

February 16, 2010

Mr. William R. Goble, City Engineer  
City of Jersey City  
Division of Engineering  
575 Route 440  
Jersey City, New Jersey 07305

**RE: Proposal for Professional Engineering Services  
Martin Luther King Drive Intersection Improvements  
(McAdoo Ave. to Kearney Ave.)**

Dear Mr. Goble:

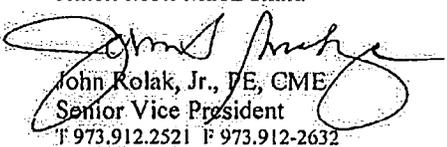
Hatch Mott MacDonald (HMM) appreciates the opportunity to submit our proposal for professional engineering services in connection with the proposed improvements to twenty (20) intersections of Martin Luther King Drive from McAdoo Avenue to Kearney Avenue.

It is recognized that the City wishes to complete this project as quickly as possible. To that end HMM is particularly well-suited for this project. Our corporate office in Millburn is located within less than one half hour of the project and has sufficient personnel to provide all the necessary services from site inspections and surveying to construction observation. In addition we also have an office in Jersey City which can provide additional support in the area of field services. Part-time construction inspection and resolution of issues arising during construction can particularly be handled quickly and efficiently because of the proximity of our personnel.

John Rolak, PE, CME heads our Infrastructure / Water Resources / Municipal sub-division and will serve as HMM's Principal-in-Charge on this project. Joaquim Fernandes, PE, with over thirty years of experience in the municipal engineering field will serve as the Project Engineer that will be responsible for the overall management of the project. Jeffrey Lebsack, P.E. with more than 15 years of experience in traffic engineering will provide support in the design of the pedestrian count down signals.

We trust that our proposal is acceptable. However, should you have any questions or wish to discuss it please do not hesitate to call me and I will gladly meet with you at your convenience.

Very truly yours,  
Hatch Mott MacDonald

  
John Rolak, Jr., PE, CME  
Senior Vice President  
T 973.912.2521 F 973.912-2632  
[John.rolak@hatchmott.com](mailto:John.rolak@hatchmott.com)

JP:dh

Cc: Chuck Lee, P.E., Assist. City Engineer



**DESIGN PHASE:**

A project kick-off meeting will be held with **Hatch Mott MacDonald (HMM)** and representatives of the City of Jersey City. The purpose of this meeting will define the project goals and objectives, review project schedule and discuss and set dates for project deliverables and establish communication protocol. The intersections along Martin Luther King Drive where improvements are proposed include those at:

- McAdoo Avenue
- Warner Avenue
- Stevens Avenue
- Van Nostrand Avenue
- Armstrong Avenue
- Woodlawn Avenue
- Fulton Avenue
- Dwight Avenue
- Stegman Avenue
- Bidwell Avenue
- Bayview Avenue
- Wilkinson Avenue
- Bostwick Avenue
- Mrtle Avenue
- Grant Avenue
- Claremont Avenue
- Orient Avenue
- Kearney Avenue

Once the project goals and objectives are established, HMM will perform a visual survey of each of the intersections to determine the existing conditions and the extent of modifications needed for the proposed improvements.

In accordance with the funding application and our telephone conversation with Mr. Chuck F. Lee, Assistant City Engineer the proposed intersection improvements will include the following:

1. Installation of ADA compliant truncated dome warning surface tiles at the existing handicap ramps of each intersection.
2. Installation of Count Down Signals at each of the selected intersections.
3. Replacement of existing crosswalk delineators with international type markings at selected intersections. The selection of the material to be used for the proposed striping will be determined after conferring with the City's Engineering Department. It is, however, anticipated that thermoplastic is usually the most cost effective in the long run.

4. Replacement of existing crosswalk delineators with stamped polymer resin material at selected intersections. This type of crosswalk construction will require the milling of approximately one half to three quarters of an inch ( $\frac{1}{2}$ " –  $\frac{3}{4}$ ") of the existing pavement and replacing it with the polymer resin material and stamped to a variety of designs and colors.

HMM will utilize the topographic mapping available from the City to develop construction plans for the above improvements. These will include delineation of the proposed truncated dome tiles, pedestrian signs, international type crosswalks, imprint crosswalks and count down signals. Construction details for the proposed improvements as well as typical traffic control provisions will also be provided.

#### Design Criteria

The following reference manuals, rules, regulations, and other specific documents shall be utilized during the final design and construction specifications for the project:

- *New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction*, 2001 Edition, as Amended;
- *Supplementary Specifications for State Aid Projects*, as prepared by the NJDOT, Latest Edition;
- *Manual of Uniform Traffic Control Devices*, 2003, as Amended;
- *ADA Standards for Accessible Design*; 28 CFR part 36, as published by the Department of Justice (7-1-94 Edition);
- *Construction Details and Specifications*, in accordance with the latest Standards of the City of Jersey City, Division of Engineering, Traffic & Transportation.

All drawings within the plan set shall be produced on 24" X 36" sheets. The Individual Intersection Plans shall be drawn at a scale of 1"=20'. All drafting shall be performed utilizing AutoCAD, and be provided with suitable format (version) for utilization by the City.

The final plans shall include:

1. A Title Sheet with a key map, index, signature block, and project name and number
2. A Key Map with an overall map, general notes and estimate of quantities.
3. Proposed Improvements Plan (one sheet per intersection) showing all proposed truncated dome warning surface tiles, international type crosswalks, stamped polymer resin crosswalks, pedestrian signs and count down signals.
4. Traffic control plans including detour routes for maintenance and protection of traffic
5. Construction details for the proposed improvements per the City of Jersey City and NJDOT Standards.

A detailed cost estimate shall be prepared and submitted to the City. Supplemental roadway and signal contract specifications will be prepared in a format consistent with City and NJDOT Standards. The Standard Specifications for Road and Bridge Construction, with latest supplements, will serve as the basis for all supplements and amendments. Twenty (20) sets of the final plans and specifications will be submitted for bidding purposes.

**CONSTRUCTION PHASE:**

Regular part-time inspection and construction management services will be required during the installation of the proposed improvements. The following services are anticipated to be required:

1. Provide technical support and help in resolving design conflicts.
2. Review and analyze the technical requirements of the bids, and make recommendations for the award of the Contract.
3. Review for approval all working drawings, shop drawings and catalog cuts.
4. Provide part-time construction observation during the installation of the imprint crosswalks and truncated dome tiles to insure conformance with specifications and general workmanship.
5. Participate in the final inspection to determine that the project has been constructed in accordance with the Contract Documents.
6. Review and make recommendations regarding contractor's progress payment applications
7. Review "As-Built" drawings prepared by the contractor and provide "As-Built" Mylar and CD in AutoCAD format.
8. Certification to the NJDOT as required.

The project schedule shall commence upon formal notification by the City that an Award of Contract (AOC) has been issued and a Professional Services Agreement has been executed. It is our understanding that Final Construction Plans and Specifications must be submitted to the NJDOT for review and approval by the end of April 2010. Therefore, acceptance of our Proposal and issuance of a Notice to Proceed by the City should be provided by March 5, 2010.

- Task 1. Survey and Preliminary Design..... Six (6) Weeks
- Meet with City officials to define the project goals and objectives
  - Gather available mapping and traffic information from the City
  - Prepare base mapping for each intersection
  - Inventory traffic & physical characteristics
  - Develop intersection plans showing proposed improvements
  - Design proposed count down signals, crosswalks and pedestrian signs
  - Prepare preliminary cost estimate
  - Prepare preliminary specifications (General and Technical)
  - Submit to Jersey City for review and comment
- Task 2.. Final Design..... Two (2) Weeks
- Final revisions (incorporate comment from Jersey City)
  - Final Design Plans
  - Final Quantities and Cost Estimate
  - Final Specifications
  - Final Bid Documents
  - Submit to Jersey City for Submission to the NJDOT for review and approval
- Task 3. Bid Period Services..... Six (6) Weeks
- Respond to perspective bidder questions
  - Prepare and issue addendum and clarifications as required
  - Attend Bid Opening
  - Review Bids and Prepare Bid Report and Recommendation
- Task 4. Construction Period Engineering Services..... TBD

**Design Phase Services**

Hatch Mott MacDonald proposes to provide the professional engineering Design Services described in the scope of work section of the proposal for a Lump Sum Fee of **Thirty Five Thousand, Three Hundred Seventy Dollars (\$35,370.00)**.

**Construction Phase Services**

It is noted that construction related services depend greatly on the low bid contractor. Therefore, HMM proposes to provide these services on a reimbursable basis in accordance with the attached Fee Schedule. Based on a construction period of approximately 90-120 days it is anticipated that a total of 180 hours of engineering services may be required. It is recommended that a budget of **Twenty Five Thousand (\$25,000)** be established for this phase of the project. HMM will not exceed the reimbursable budget without prior approval from the City of Jersey City. HMM will notify the City of Jersey City when the cost of these services has achieved an 80% threshold so that, if needed, modifications can be made to the estimated budget to accommodate construction delays or other unforeseen circumstances which may arise.

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

City Clerk File No. Res. 12-900

Agenda No. 10.Z.39

Approved: DEC 19 2012

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

---

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, on May 14, 2008, January 26, 2009 and April 21, 2010, the Municipal Council adopted Resolutions No. 08-331, No. 09-044 and 10-239, respectively, authorizing the submission of Annual Applications and Action Plans; and

**WHEREAS**, the City is desirous of reallocating \$114,450 in Community Development Block Grant (CDBG) funds reprogrammed from various fiscal years; and

**WHEREAS**, the City is desirous of re-allocating CDBG funds as detailed on the attached page.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute agreements with organizations identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL  
ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) FUNDS**

**EXHIBIT A**

**Reprogrammed Activities - CDBG**

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |                |                |      |         |                |                |         |                         |          |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------|----------------|------|---------|----------------|----------------|---------|-------------------------|----------|----------|
| <p><b>Urban League Affordable Housing and Community Development Corporation</b><br/>253 Martin Luther King Drive<br/>Jersey City, NJ 07305<br/>Project Location: 254, 256-258 MLK Drive</p> <p>Construction of a parking lot for use by the Urban League of Hudson County. Previously awarded \$125,450. Bids came in higher than anticipated. Additional funds in the amount of \$24,900 are needed to complete the project.</p> <table border="1"> <thead> <tr> <th>YEAR</th> <th>ACCOUNT</th> <th>AMOUNT</th> <th>HUD Activity #</th> </tr> </thead> <tbody> <tr> <td>Various</td> <td>Reprogrammed CDBG Funds</td> <td>\$24,900</td> <td>N/A</td> </tr> </tbody> </table> |                         |                |                | YEAR | ACCOUNT | AMOUNT         | HUD Activity # | Various | Reprogrammed CDBG Funds | \$24,900 | N/A      |
| YEAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ACCOUNT                 | AMOUNT         | HUD Activity # |      |         |                |                |         |                         |          |          |
| Various                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Reprogrammed CDBG Funds | \$24,900       | N/A            |      |         |                |                |         |                         |          |          |
| <p><b>Hudson Milestones, Inc.</b><br/>365-381 Clendenny Avenue<br/>Jersey City, NJ 07304<br/>Project Location: 355 Clendenny Avenue</p> <p>Facility rehabilitation to create additional classroom space for agency that serves disabled children and adults. Previously awarded \$276,141. Additional funds in the amount of \$10,000 are needed to cover electrical panels required by the City's Building Division.</p> <table border="1"> <thead> <tr> <th>YEAR</th> <th>ACCOUNT</th> <th>AMOUNT</th> <th>HUD Activity #</th> </tr> </thead> <tbody> <tr> <td>Various</td> <td>Reprogrammed CDBG Funds</td> <td>\$10,000</td> <td>N/A</td> </tr> </tbody> </table>         |                         |                |                | YEAR | ACCOUNT | AMOUNT         | HUD Activity # | Various | Reprogrammed CDBG Funds | \$10,000 | N/A      |
| YEAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ACCOUNT                 | AMOUNT         | HUD Activity # |      |         |                |                |         |                         |          |          |
| Various                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Reprogrammed CDBG Funds | \$10,000       | N/A            |      |         |                |                |         |                         |          |          |
| <p><b>WomenRising, Inc.</b><br/>270 Fairmount Avenue<br/>Jersey City, NJ 07306<br/>Project Location: Same</p> <p>Facility Rehabilitation which includes the installation of a rooftop HVAC system. Previously awarded \$315,000. Up to an additional \$50,000 is needed to complete additional work to meet code requirements.</p> <table border="1"> <thead> <tr> <th>YEAR</th> <th>ACCOUNT</th> <th>AMOUNT</th> <th>HUD Activity #</th> </tr> </thead> <tbody> <tr> <td>Various</td> <td>Reprogrammed CDBG Funds</td> <td>\$50,000</td> <td>N/A</td> </tr> </tbody> </table>                                                                                                |                         |                |                | YEAR | ACCOUNT | AMOUNT         | HUD Activity # | Various | Reprogrammed CDBG Funds | \$50,000 | N/A      |
| YEAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ACCOUNT                 | AMOUNT         | HUD Activity # |      |         |                |                |         |                         |          |          |
| Various                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Reprogrammed CDBG Funds | \$50,000       | N/A            |      |         |                |                |         |                         |          |          |
| <p><b>Catholic Charities Archdiocese of Newark</b><br/>970 Broad Street<br/>Newark, NJ 07107<br/>Project Location: 249 Virginia Avenue, Jersey City, NJ 07304</p> <p>Facility Rehabilitation. Previously awarded \$95,000 in CDBG funds. Bids came in lower than previously estimated. Funding will be reduced by \$29,550. Recaptured funds to be transferred to Catholic Charities-Hope House project.</p> <table border="1"> <thead> <tr> <th>YEAR</th> <th>ACCOUNT</th> <th>ORIGINAL AWARD</th> <th>REVISED AWARD</th> </tr> </thead> <tbody> <tr> <td>2012</td> <td>249 Virginia Avenue</td> <td>\$95,000</td> <td>\$65,450</td> </tr> </tbody> </table>                 |                         |                |                | YEAR | ACCOUNT | ORIGINAL AWARD | REVISED AWARD  | 2012    | 249 Virginia Avenue     | \$95,000 | \$65,450 |
| YEAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ACCOUNT                 | ORIGINAL AWARD | REVISED AWARD  |      |         |                |                |         |                         |          |          |
| 2012                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 249 Virginia Avenue     | \$95,000       | \$65,450       |      |         |                |                |         |                         |          |          |

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL  
ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) FUNDS**

**EXHIBIT A**

**Reprogrammed Activities – CDBG (Cont'd)**

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|---------------|
| <p><b>Catholic Charities Archdiocese of Newark</b><br/>970 Broad Street<br/>Newark, NJ 07107<br/>Project Location: CCAN-Hope House, 246 Second Street, Jersey City, NJ 07302</p> <p>Facility Rehabilitation of a family shelter. Removal and replacement of fire escapes. Bids came in higher than anticipated. Additional funds in the amount of \$29,550 are needed to complete project. Funds will be transferred from 249 Virginia Avenue to Hope House project.</p> |                   |                |               |
| YEAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ACCOUNT           | ORIGINAL AWARD | REVISED AWARD |
| 2012                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 246 Second Street | \$67,000       | \$96,550      |

City Clerk File No. Res. 12-900  
 Agenda No. 10.Z .39 DEC 19 2012

TITLE:

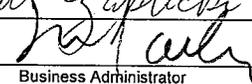
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
 AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL  
 ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK  
 GRANT (CDBG) FUNDS**

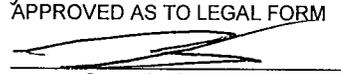
**SUMMARY OF REPROGRAMMED ACCOUNTS**

| VENDOR                                   | PROJECT                                | AMOUNT   | ACCOUNT #         | P.O. # |
|------------------------------------------|----------------------------------------|----------|-------------------|--------|
| Urban League Affordable Housing and CDC  | Parking Lot (254, 256-258 MLK Dr)      | \$24,900 | 53-200-56-851-527 | 103942 |
| Hudson Milestones, Inc.                  | The Octagon Project (355 Clendenny Av) | \$10,000 | 53-200-56-851-995 | 103929 |
| WomenRising, Inc.                        | 270 Fairmount Avenue                   | \$50,000 | 51-200-56-851-609 | 99269  |
| Catholic Charities Archdiocese of Newark | Hope House 246 Second St.              | \$29,550 | 54-200-56-851-743 | 106992 |

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$114,450 are available in the above accounts.

  
 Donna Mauer  
 Chief Financial Officer

APPROVED:   
 APPROVED:   
 Business Administrator

*DB 12/19/12*  
 APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

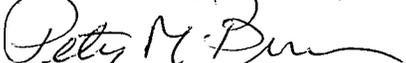
Certification Required   
 Not Required

APPROVED *9-0*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSONO                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | COLEMAN       | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

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

Adopted at a meeting of the Municipal Council of the City of Jersey City

  
 Peter M. Brennan, President of Council

  
 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 AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**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.:**

Re-allocating CDBG funds for public facilities that will benefit primarily low / moderate income persons

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

Improvement of public facilities in low / moderate income areas

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

\$114,450

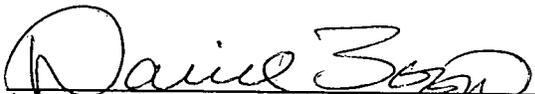
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

April 2012

**ANTICIPATED COMPLETION DATE:**

March 2013

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
SIGNATURE OF DIVISION DIRECTOR

12/13/12  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

12/13/12  
DATE

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

City Clerk File No. Res. 12-901

Agenda No. 10.Z.40

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT  
WITH PALUMBO & RENAUD TO REPRESENT POLICE OFFICER  
NATHANIEL MONTANEZ IN THE MATTER OF MICHAEL AND CARVISSA  
WHEELER V. JERSEY CITY POLICE DEPARTMENT, ET ALS.**

WHEREAS, Police Officer Nathaniel Montanez was named in a complaint alleging violation of civil rights; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent Police Officer Nathaniel Montanez in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of \$125.00 per hour; and

WHEREAS, Palumbo & Renaud, possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, N.J.S.A. 19:44A-20.5 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in May, 2012, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Palumbo & Renaud have submitted a Qualification Statement in response to City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Palumbo & Renaud has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Palumbo & Ranaud 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 resolution authorizing the award and the agreement itself must be available for public inspection.

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

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH PALUMBO & RENAUD TO REPRESENT POLICE OFFICER NATHANIEL MONTANEZ IN THE MATTER OF MICHAEL AND CARVISSA WHEELER V. JERSEY CITY POLICE DEPARTMENT, ET ALS.**

1. The agreement with the law firm of Paulumbo & Ranaud is hereby authorized for one year, effective December 19, 2012, for a total amount not to exceed \$75,000, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
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 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. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
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 hereby certify that there are sufficient funds available in **Account No.:13-14-298-56-000-856** for payment of this resolution

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

WM/igp  
12/12/12

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      |               |     |     |      | 12.19.12      |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

This **Agreement** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 (“City”) and **Robert F. Renaud, Esq. of Palumbo & Renaud** (“Special Counsel”).

**WITNESSTH**, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

### Scope of Agreement

**Special Counsel** is hereby retained as an independent contractor to represent Police Officer Nathaniel Montanez in the matter of *Michael & Carvissa Wheeler v. Jersey City Police Department, et al.* **Special Counsel** shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. **Special Counsel** shall provide a brief summary of each deposition upon completion.

### Affidavit of Services

**Special Counsel** shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

### Consideration

- A. For the above services, **Special Counsel** shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.
- B. The **Special Counsel** shall provide a monthly statement for services rendered.

The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

#### **Billing Practices and Other Guidelines Procedures**

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers

directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to

request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

#### **Assignment**

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

#### **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 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.

### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

### **Affirmative Action Plan**

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the ALaw Against Discrimination@, N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
  - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
  - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

**Attest:**

**City of Jersey City**

---

**Robert Byrne**  
**City Clerk**

---

**John Kelly**  
**Business Administrator**

**WITNESS:**

**Palumbo & Renaud**

---

**Robert F. Renaud, Esq.**

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

City Clerk File No. Res. 12-902

Agenda No. 10.Z.41

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH MANA CONTEMPORARY, INC. AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE AN INVENTORY OF THE ART COLLECTION OF THE JERSEY CITY MUSEUM**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, the City of Jersey City (City) needs to have an inventory performed of the art collection of the Jersey City Museum; and

**WHEREAS**, the Division of Cultural Affairs prepared a Request for Proposals (RFP) and distributed it to three (3) firms that provide art inventory services; and

**WHEREAS**, only two (2) firms responded to the City's RFP; and

**WHEREAS**, Mana Contemporary, Inc. submitted a proposal to perform the inventory for the sum of \$74,160.00 which was the lowest proposal received; and

**WHEREAS**, Maryann Kelleher, Director of the Division of Cultural Affairs has certified that these services qualify as Extraordinary Unspecifiable Services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

**WHEREAS**, the City has a need to acquire these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of Cultural Affairs has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, Mana Contemporary, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Mana Contemporary, Inc. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one (1) year, and that the contract will prohibit Mana Contemporary, Inc. from making any reportable contributions during the term of the contract; and

**WHEREAS**, Mana Contemporary, Inc. has submitted a Chapter 271 Political Contribution Disclosure Certification prior to the award of this contract; and

**WHEREAS**, Mana Contemporary, Inc. 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 \$34,160 are available in Account No. 01-201-27-332-312.

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MANA CONTEMPORARY, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE AN INVENTORY OF THE ART COLLECTION OF THE JERSEY CITY MUSEUM**

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with Mana Contemporary, Inc., to provide an inventory of the art collection of the Jersey City Museum;
2. The total contract amount is \$74,160.00 and the term of the contract shall be two (2) months commencing on the date that the Purchasing Agent issues a notice to proceed;
3. This contract is awarded without competitive bidding as an Extraordinary Unspecifiable Service (EUS) in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because of the reasons stated in the EUS Certification attached hereto;
4. A notice of this contract award shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award;
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
6. The award of this contract shall be subject to the condition that Mana Contemporary, 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.;
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and a Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
8. Pursuant to N.J.A.C. 5:30-5.5, the continuation of the contract after the expenditure of funds encumbered in the 2012 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2013 fiscal year temporary budget.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$34,160.00 are available in Account No. 01-201-27-332-312. **PO # 108388**

RR/cw  
12/04/12

APPROVED: [Signature] 12.12.12  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 12.19.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

**LEGISLATIVE 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 AUTHORIZING AN AGREEMENT WITH MANA CONTEMPORARY, INC. AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE AN INVENTORY OF THE ART COLLECTION OF THE JERSEY CITY MUSEUM.

**2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Harry Melendez. (201) 547-6800.

**3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**

The vendor will perform an accurate and comprehensive physical inventory of the Jersey City Museum Art Collection which consists of approximately 10,000 art pieces stored at 350 Montgomery Street and at Liberty Storage at 302 Morris Pesin Drive, Jersey City.

**4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:**

The City of Jersey City needs to have an inventory performed of the art collection of the Jersey City Museum.

**5. ANTICIPATED BENEFITS TO THE COMMUNITY:**

**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):**

Dept of Health & Human Services Cultural Affairs Division Operating Consultant Account \$74,160.

**7. DATE PROPOSED OR PROJECT WILL COMMENCE:**

On the date that the Purchasing Agent issues notice to proceed

**8. ANTICIPATED COMPLETION DATE:**

Two months after the date that the Purchasing Agent issues notice to proceed.

**9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,**

Maryanne Kelleher (201)547-4331.

**10. Additional Comments:**

**I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.**

\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

12.12.12  
DATE

**City of Jersey City**  
**Dept. of Health & Human Svcs.**  
**Fiscal Office**

**From : Elizabeth Castillo**

**To: Jack Kelly**

Date: 12/13/2012

Req. #: 0160277

**Documentation Attached**

|   |                                          |
|---|------------------------------------------|
| X | Legislative Fact Sheet                   |
| X | Resolution                               |
| X | Value of Certification \$17,500          |
| X | Contract Agreement                       |
| X | BRC                                      |
| X | Business Entity Disclosure Certification |
| X | Chapter 271 (P2P)                        |
| X | P2P Reform Ordinance 08-128              |
| X | EEO/AA Requirements                      |
|   | Bid Specifications                       |
| X | OTHER: EUS                               |

**C: Peter Folgado, Purchasing**

John Mercer, BA Office

Jeana Abuan, EEO/AA Office

**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

|                                                                                                       |
|-------------------------------------------------------------------------------------------------------|
| <b>PURCHASE ORDER NUMBER</b><br><b>108388</b>                                                         |
| <small>THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.</small> |

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER \_\_\_\_\_  
 NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0160277**  
 BUYER **PROFSRVC**

|                   |                 |
|-------------------|-----------------|
| DATE              | VENDOR NO.      |
| <b>12/13/2012</b> | <b>GU222149</b> |

**VENDOR INFORMATION**

**GUARANTEE WINE STORAGE, INC**  
**DBA MANA COMTEMPORARY**  
**888 NEWARK AVENUE**  
**JERSEY CITY NJ 07306**

**DELIVER TO**

**CULTURAL AFFAIRS**  
**1 JOURNAL SQUARE PLAZA**  
**3RD FLOOR PAYROLL DEPARTMENT**  
**JERSEY CITY NJ 07306**

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                                                                | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | EA   | <b>PROFESSIONAL SERVICE</b><br><br>TO CONDUCT AN INVENTORY OF THE JC ARTS MUSEUM ART COLLECTION<br><br>TOTAL CONTRACT AMOUNT: \$74,160.00<br>TEMPORARY ENCUMBRANCE: \$34,160.00<br>FOR A PERIOD OF TWO MONTHS BEGINNING DATE THAT PURCHASING AGENT ISSUES A NOTICE TO PROCEED<br><br>RESO _____, D/D _____ | 01-201-27-332-312 | 34,160.0000 | 34,160.00      |

TAX EXEMPTION NO. **22-6002013**

**PO Total** **34,160.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

\_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION

\_\_\_\_\_  
 DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL

\_\_\_\_\_  
 DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS**

**CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO MANA CONTEMPORARY INC. AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE**

DATE: December 13, 2012

TO: Municipal Council

FROM: Maryanne Kelleher, Director of Cultural Affairs

SUBJECT: Contract for the hiring of art professionals to inventory the art collection of the Jersey City Museum (JCM)

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Mana Contemporary, Inc.

Cost: Not to exceed \$74,160.00

Period: Two months

Purpose: The objective is to provide the City of Jersey City with an accurate and comprehensive physical inventory of the JCM. The aim of the physical inventory is to account for every object listed in the database (JCM card catalog) and every non-catalogued art item in care of the JCM

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1. **Provide a clear description of the work to be done.**

The JCM collection consists of over 10,000 pieces stored at the JCM, (350 Montgomery Street, Jersey City) and at Liberty Storage (302 Morris Pesin Drive, Jersey City). The objective is to provide the Jersey City Department of Cultural Affairs with an accurate and comprehensive physical inventory of the JCM. The aim of the physical inventory is to account for every object listed in the database (JCM card catalog). At the end of the project, the vender shall provide an accurate list of the objects in the collection in the form of a spreadsheet document, provide photo documentation of each object on CD-Rom, and verify the location of each object recorded in the database.

2. **Describe in detail why the contract meets the provisions of the statute and rules:**

A person performing these services requires a college degree that includes course work in art history, library/information studies, and museum

studies. The person needs experience working in a museum or art handling/storage business and must have expertise with the Museum System (TMS) and /or other collections and exhibitions management database. The person performing these services must have experience with museum documentation standards, museum registration and/or museum collections management and cataloguing and image management standards and have experience in art handling and packing.

3. **The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:**

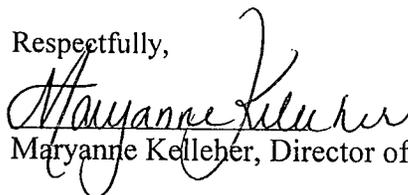
Based upon the educational background and work experience that a person needs to be able to perform these services, they cannot be reasonably described by written specifications.

4. **Describe the informal solicitation of quotations:**

Mana Contemporary, Inc., 888 Newark Avenue, JC, NJ 07306 - \$74,160.00.  
Crozier Fine Arts, 525 West 20<sup>th</sup> St, NY, NY 10011 - \$264,984.00.  
Christies, 20 Rockefeller Plaza, NY, NY 10011- did not provide bid.

5. I have reviewed the rules of the division of local government services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



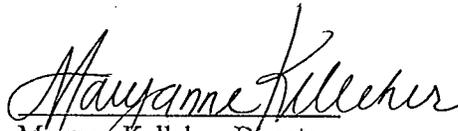
Maryanne Kelleher, Director of Cultural Affairs

DETERMINATION OF VALUE CERTIFICATION

I, Maryann Kelleher, of full age, hereby certify as follows:

1. I am Director of the Division of Cultural Affairs.
2. Attached to this Certification is a resolution awarding a contract to Mana Contemporary, Inc. for performing an inventory of the Jersey City Museum's art collection.
3. The term of the contract is two months.
4. The amount of the contract is \$74,160.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/13/12

  
Maryann Kelleher, Director  
Division of Cultural Affairs

AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Mana Contemporary, Inc., 888 Newark Avenue, Jersey City, New Jersey 07306 (hereinafter referred to as "Consultant").

WHEREAS, the City of Jersey City (City) needs to have an inventory performed of the art collection of the Jersey City Museum; and

WHEREAS, the Division of Cultural Affairs prepared a Request for Proposals (RFP) and distributed it to three (3) firms that provide art inventory services; and

WHEREAS, Consultant agrees to perform these services for the City for a total sum not to exceed \$74,160.00; and

WHEREAS, Consultant has the skills and expertise necessary to provide these services to the City; and

WHEREAS, this Agreement was authorized by Resolution \_\_\_\_\_ approved on December 19, 2012.

**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 an accurate and comprehensive physical inventory of the art collection of the Jersey City Museum which consists of approximately 10,000 art pieces stored at 350 Montgomery Street and at Liberty Storage at 302 Morris Pesin Drive, Jersey City.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposals (RFP) prepared by the City (Exhibit A), the proposal (Proposal) prepared by Consultant (Exhibit B) dated April 4, 2012, and the

Proposal Addendum prepared by Consultant dated May 1, 2012 (Exhibit C), all of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, the Proposal Addendum, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement, the RFP, the Proposal Addendum, and the Proposal, the provisions of this Agreement shall govern over the RFP, the Proposal Addendum, and the Proposal, and the provisions of the RFP shall govern over the Proposal Addendum and the Proposal.

2. Such described services shall be performed during a period of two (2) months, commencing upon the issuance of a Notice to Proceed by the Purchasing Agent.

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 \$74,160.00, including fees and expenses. The City agrees to pay the Consultant's fee in two installments. Fifty (50) percent of the contract amount shall be payable upon submission and verification of an invoice to the Director of the Division of Cultural Affairs or her designee. The balance of the contract amount shall be payable upon the submission and verification of a second invoice upon completion of the contract work to the Director of the Division of Cultural Affairs or her designee. The 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  
Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XX  
Chapter 271 Political Contribution Disclosure

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

ARTICLE XXI  
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 "D" 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.

#### ARTICLE XXI

##### Certification of Funds

The total amount payable under this contract shall not exceed the sum of \$74,160.00. The City has appropriated \$34,160.00 of this amount in the 2012 fiscal year budget. The continuation of this contract after the expenditure of \$34,160.00 shall be subject to the appropriation of additional funds in the 2013 fiscal year temporary budget.

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:

MANA CONTEMPORARY, INC.

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT A**

---

May 25, 2012

Dear Mana Fine Arts,

The Jersey City Division of Cultural Affairs is currently taking bids for the hiring of art professionals to inventory the art collection of the Jersey City Museum (JCM). Proposals are due June 12, 2012.

The JCM collection consists of over 10,000 pieces stored at the JCM, (350 Montgomery Street, Jersey City) and at Liberty Storage (302 Morris Pesin Drive, Jersey City). The objective is to provide the Jersey City Department of Cultural Affairs with an accurate and comprehensive physical inventory of the JCM. The aim of the physical inventory is to account for every object listed in the database (JCM card catalog). At the end of the project, the vender shall provide an accurate list of the objects in the collection in the form of a spreadsheet document, provide photo documentation of each object on CD-Rom, and verify the location of each object recorded in the database.

The vender will have 8 weeks to complete the inventory. Payment will be made in full upon completion of the project.

The vender shall maintain sufficient insurance to protect against all claims under Workman's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of insurance shall be provided to the City when required. Insurance requirements are as follows:

Comprehensive General Liability - \$2,000,000.  
Workers Compensation - \$100,000.  
Automobile Liability - \$1,000,000.  
Professional Liability - \$1,000,000.

The vender agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

The vender agrees to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions.

The vender is required to submit a copy of its Business Registration Certificate (BRC), issued by the NJ Department of Treasury with its proposal or prior to the contract award.

If you are interested in bidding for this job, or would like more information about the project, please contact me at your earliest convenience.

Thank you,  
Greg Brickey  
Division of Cultural Affairs  
City Hall, 280 Grove Street  
Jersey City, NJ 07302  
201-547-4333



*Greg Brickey*  
*Division of Cultural Affairs*  
*City Hall, 280 Grove Street, Rm. B8*  
*Jersey City, NJ 07302*

*Ph: 201-547-4333*  
*Fax: 201-547-4331*  
*Email: [brickeyg@jcnj.org](mailto:brickeyg@jcnj.org)*

**EXHIBIT B**

---

MANA CONTEMPORARY

450 WEST 15TH STREET, NEW YORK, NY 10011  
888 NEWARK AVENUE, JERSEY CITY, NJ 07306

T 1 800 330 9659  
F 1 201 604 2701

MANA.CONTEMPORARY.COM

4 April, 2012

Ms. Maryanne Kelleher, Director  
City of New Jersey Division of Cultural Affairs  
City hall, 280 Grove St.  
Jersey City, NJ 07302  
201-547-4303  
mkelleher@jcnj.org

**Jersey City Museum – Project**

Dear Maryanne,

Thank you for the time and consideration you offered Mana Contemporary while Margaret and I reviewed the scope of the Jersey City Museum project and made site visits. Below is an outline of our course of action and objective.

**Objective:**

To provide the Jersey City Department of Cultural Affairs with an accurate and comprehensive physical inventory of the Jersey City Museum collection. The aim of the physical inventory is to account for every object listed in the database (JCM card catalog). At the end of the project, Mana Contemporary will provide an accurate list of the objects in the collection in the form of an Excel document and will verify the presence and location of each item recorded in the database. We anticipate that the entire project will take approximately seven weeks.

**Process:**

1. Determine scope of the project.
2. Obtain all the necessary records from the museum.
3. Sort the contents of the inventory by grouping – to be undertaken by JCM art handlers
  - a. Return all the works of art not currently placed in the correct bins, drawers or screens in their proper places. All extraneous material should be removed from the storage rooms.
  - b. All works should be organized according to code indicated by the accession numbers. (e.g., containers holding works in similar media should be placed together. The accession numbers indicate media, such as XC or XM)
4. Record all data into a single Excel spreadsheet.
5. Account for the works listed on spreadsheet. Note the location, discrepancies, and damage. Each work will be photographed to confirm that it has been seen. Each jpeg will show the object and a card clearly showing its accession number in the image.
6. All jpegs of the objects (reference photographs only) will be delivered to the client on a CD-ROM. As the objects are accounted for on the list and photographed, a sticker will be

MANA CONTEMPORARY

450 WEST 15TH STREET, NEW YORK, NY 10011  
888 NEWARK AVENUE, JERSEY CITY, NJ 07306

T | 800 330 9659  
F | 201 604 2701

MANA.CONTEMPORARY.COM

placed on the back of the frame. Objects that are not wrapped, or in a box grouped with other objects will be accounted for on list of contents, which will be affixed to the outside of each box. All jpegs will be named with the objects' accession numbers.

7. Provide a verified list indicating:
  - a. Works found
  - b. Works not found
  - c. General report of what was learned during the process.

**Estimated charges:**

1. Data Entry:
  - a. 4 cataloguers working approximately 83 hours each for 2.25 weeks.  
Total: approximately 333 hours = \$30,000.00
2. Imaging:
  - a. 3 photographers working approximately 120 hours each over the course of 3 weeks.  
Total: approximately 360 hours = \$21,600.00
  - b. Photographing each object, uploading to a disk, naming each file/photo by accession number.
3. Physical Inventory:
  - a. 3 staff working approximately 120 hours each over the course of 3 weeks.  
Total approximately 360 hours = \$21,600.00
4. Verification / Final Proof:
  - a. 1 person to review, proofread and edit the final document.  
Approximately 16 hours = \$960.00

We look forward to reviewing this information with you and answering any questions you may have.

Sincerely,

Theo Windish  
Mana Contemporary  
888 Newark Avenue  
Jersey City, NJ 07306  
646-981-5079  
twindish@manafinearts.com

Margaret Poser  
Mana Contemporary  
888 Newark Avenue  
Jersey City, NJ 07306  
917-586-1394  
mposer@manafinearts.com

## **EXHIBIT C**

---

# MANA CONTEMPORARY

450 WEST 15TH STREET, NEW YORK, NY 10011  
888 NEWARK AVENUE, JERSEY CITY, NJ 07306

T 1 800 330 9659  
F 1 201 604 2701

MANA.CONTEMPORARY.COM

1 May 2012

Dear Maryanne,

As it has been a while since we discussed the project, we felt it worthwhile to reiterate the materials and conditions Mana Contemporary will need in order to undertake the physical inventory of the objects at the Jersey City Museum and at the off-site storage facility.

As we described when we last met, the procedure envisioned is:

**A. Part 1: Create Excel sheet listing all the objects in the collection.**

The categories to be included are:

- 1) Accession number
- 2) Name of artist (or manufacturer)
- 3) Title of work (or description)
- 4) Date of work
- 5) Medium
- 6) Dimensions of the work (in inches)
- 7) Dimensions of frame or mat (in inches)
- 8) Name of donor
- 9) General condition
- 10) Number of the jpg
- 11) Comments

In order for this list to be comprehensive and accurate, we will transcribe the information found on the Jersey City Museum's inventory cards. But in view of comments made to us that the cards were kept up-to-date only until around 2008, we need access to the following (and to have a written sheet indicating precisely where these materials are kept in the office):

- object files
- correspondence files
- lists of gifts to the museum
- lists of loans from other institutions to the museum
- lists of loans of works from the JCM collection to other institutions.
- registration ledgers
- records of meetings of the acquisition committee
- acceptance and rejection letters to donors
- files of photographs, transparencies, 35 mm slides and digital images
- location lists

To expedite the process, we ask that before Mana begins to transcribe the object information to the Excel document, someone who knows the JCM registration system provide a sheet with the explanation of all the codes used in the accession numbers. Clarity on this is essential.

## MANA CONTEMPORARY

450 WEST 15TH STREET, NEW YORK, NY 10011  
888 NEWARK AVENUE, JERSEY CITY, NJ 07306

T 1 800 330 9659  
F 1 201 604 2701

MANA.CONTEMPORARY.COM

### **B. Part 2: Reconcile the records to the objects.**

Mana will send 2 teams of 3 people to go through all the storage rooms, racks, cabinets and boxes, to account for every work on the list. During this phase, Mana staff will see every object and place a small tag on the back of each as it is accounted for. At the same time, another staff person will write the accession number on a dry erase board and photograph the piece with its accession number in the image for identification. The 3<sup>rd</sup> member of the team will note on the Excel sheet a) that the piece has, in fact, been seen, b) its precise location, c) the jpg number and d) comment briefly on the condition.

#### **IMPORTANT:**

- It is critically important that the storage rooms be in order when we begin and that every object be placed in its proper storage spot. We will need space in the storage rooms to set up a table on which to inspect the objects stored in boxes or solander cases. Also, the person transcribing the locations, jpg numbers and condition will need a small work surface.
- Please have someone discuss a viable staging area at the off-site storage facility because the objects will have to be taken out of the room, un-wrapped, documented and re-wrapped. Mana wants to abide by the facility's rules, and not encumber other storage customers.

### **3. Other preparation**

#### **Certificate of insurance**

Mana Contemporary carries liability insurance and will present a certificate of insurance before any work begins. We need the full name and address of the certificate holder for the Montgomery Street building as well as the names of additional insureds, and the same for the off-site storage facility.

#### **Security**

Mana Contemporary conducts background checks and drug tests on all employees. Nevertheless, it benefits all parties if a JCM security person or representative is present at all times while Mana staff is in the museum and the storage facility.

Mana will need the name(s) and contact information for the security personnel before beginning the project.

#### **Authority to commission the project**

Aside from the contracts that Mana Contemporary will present for signature to approve the estimate and engage the company to conduct the inventory, and the contract drafted by any department of the government of Jersey City, Mana respectfully requests an official document stating by what authority Jersey City and the Division of Cultural Affairs may engage Mana Contemporary to create the inventory of the Jersey City Museum collection.

## MANA CONTEMPORARY

450 WEST 15TH STREET, NEW YORK, NY 10011  
888 NEWARK AVENUE, JERSEY CITY, NJ 07306

T 1 800 330 9659  
F 1 201 604 2701

MANA.CONTEMPORARY.COM

### **Payment**

Mana Contemporary requires 50% down payment upon signature of the contract. The balance will be due in full when the project is complete and the full inventory is delivered on disk (one of more CD-Rom or DVD) and presented to the Jersey City Division of Cultural affairs.

### **Procedures for daily access to the premises**

Mana Contemporary must have guaranteed regular and continuing access to the Museum storage rooms and office for the duration of the project. The work schedule will be Monday through Friday from 8:45 AM to 6:00 PM every day, except national holidays, such as Memorial Day.

A secure room must be provided for Mana staff's bags, brief cases and coats, which will not be allowed in the storage rooms.

Mana Contemporary needs a guarantee that normal working conditions will be provided on the premises of the Jersey City Museum, to wit: electric lights must work, any bulbs that burn out will be replaced immediately, the space will be heated or air-conditioned and staff members will have access to the facilities.

At the outset, Mana Contemporary must have accurate information about the hours when the off-site facility is open, and procedures and pass-codes to open the gate to enter the premises. We will need the key to the padlock on the gate to the storage room. Mana will look to the Jersey City Division of Cultural Affairs to secure a workable working area at the facility before that phase of the project begins.

Even when the physical inventory on the museum premises is complete, Mana will require access to the storage rooms and the records in the office.

\*\* During the entire run of the project, while Mana is handling the collection, no other company or individual should handle or move any object stored in the Jersey City Museum or in the off-site storage facility. \*\*

Best regards,

Theo and Margaret

## **EXHIBIT D**

---

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contract

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  
Email Address: [abuanJ@icnj.org](mailto:abuanJ@icnj.org)

## EXHIBIT A

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

**EXHIBIT A (continued)**

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

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): VICTOR KAMARA, GENERAL MANAGER

Representative's Signature: YUNZ

Name of Company: MANA CONTEMPORARY

Tel. No.: 201-604-2702 Date: 10 Dec 2012  
X 517

**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: VICTOR KAMA  
Representative's Signature:   
Name of Company: NANA CONTEMPORARY  
Tel. No.: 201-604-2702 EXT. 517 Date: 10 Dec. 2012

STATE OF NEW JERSEY

Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 22-3677135

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 32

4. COMPANY NAME: MANA CONTEMPORARY (D/B/A)

5. STREET: 888 NEWARK AVE CITY: JERSEY CITY COUNTY: HUDSON STATE: N.J. ZIP CODE: 07306

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): GUARANTEE WINE STORAGE INC.

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 32

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 32

10. PUBLIC AGENCY AWARDED CONTRACT: DIVISION OF CULTURAL AFFAIRS CITY: JERSEY CITY COUNTY: HUDSON STATE: N.J. ZIP CODE: 07306

Official Use Only: DATE RECEIVED: NAUG. DATE: ASSIGNED CERTIFICATION NUMBER:

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |                    |          |              |       |          |  |   |
|------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|----------------------------------------------------|----------|--------------|-------|----------|--------------------|----------|--------------|-------|----------|--|---|
|                                                | COL. 1<br>TOTAL<br>(Cols. 2 & 3)                                                          | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |              |       |          | ***** FEMALE ***** |          |              |       |          |  |   |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |  |   |
| Officials/ Managers                            | 2                                                                                         | 2              |                  |                                                    | 1        |              |       |          | 1                  |          |              |       |          |  |   |
| Professionals                                  | 2                                                                                         | 2              |                  |                                                    | 1        |              |       |          | 1                  |          |              |       |          |  |   |
| Technicians                                    |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |   |
| Sales Workers                                  | 5                                                                                         |                | 5                |                                                    |          |              |       |          |                    |          |              |       |          |  | 5 |
| Office & Clerical                              | 2                                                                                         | 2              |                  |                                                    |          |              |       |          | 2                  |          |              |       |          |  |   |
| Craftworkers (Skilled)                         | 2                                                                                         | 2              |                  |                                                    |          |              |       |          | 2                  |          |              |       |          |  |   |
| Operatives (Semi-skilled)                      | 11                                                                                        | 9              | 2                | 1                                                  | 1        |              |       |          | 8                  |          |              |       |          |  | 2 |
| Laborers (Unskilled)                           |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |   |
| Service Workers                                |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |   |
| TOTAL                                          | 24                                                                                        | 15             | 9                | 1                                                  | 3        |              |       |          | 2                  | 1        |              |       |          |  | 8 |
| Total employment From previous Report (if any) |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |   |
| Temporary & Part-Time Employees                | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |   |
|                                                | 8                                                                                         | 8              |                  | 1                                                  |          |              |       |          | 7                  |          |              |       |          |  |   |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED  
 From: 11/16/12 To: 11/29/12

14. IS THIS THE FIRST Employee Information Report Submitted?  
 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED  
 MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): VICTOR KAMARA SIGNATURE: [Signature] TITLE: GENL MANAGER DATE: 12/6/2012

17. ADDRESS NO. & STREET: 888 NEWARK AVE CITY: JERSEY CITY COUNTY: HUDSON STATE: N.J. ZIP CODE: 07306 PHONE (AREA CODE, NO., EXTENSION): 201-604-2902 EXT. 517

**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: MANA CONTEMPORARY  
Address: 888 NEWARK AVENUE; JERSEY CITY, NJ 07306  
Telephone No.: 201-604-2702  
Contact Name: VICTOR KAMARA

Please check applicable category:

|                                                        |                                                                 |
|--------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned Business (WBE)    | <input checked="" type="checkbox"/> 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.

DIVISION OF PURCHASING COPY

**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: MANA CONTEMPORARY  
Address: 888 NEWARK AVENUE, JERSEY CITY, NJ 07306  
Telephone No.: 201-604-2702  
Contact Name: VICTOR KAMARA

Please check applicable category:

Minority Owned Business (MBE)                       Minority & Woman Owned Business (MWBE)  
 Woman Owned Business (WBE)                       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

**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 c. 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:** GUARANTEE WINE STORAGE, INC.  
**Trade Name:**  
**Address:** 215 COLES ST  
JERSEY CITY, NJ 07310-1301  
**Certificate Number:** 0743092  
**Effective Date:** September 23, 1999  
**Date of Issuance:** December 10, 2012

**For Office Use Only:**  
20121210143043686

# 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."

**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)

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 Executive}

County Clerk

Surrogate

Sheriff

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.**

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 City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Michele Massey
Friends of Michael Sottolano	
EFO David P. Donnelly J. C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

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:

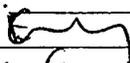
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

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: _____

Signature of Affiant:  Title: Elyse Lemay Pres

Printed Name of Affiant: Elyse Lemay Date: 12/10/2012

Subscribed and sworn before me this 10th day
 of December, 2012


 (Witnessed or attested by)

My Commission expires: **EDWARD F. SOONICA**
 Notary Public Of New Jersey
 Commission Expires : 2/5/2014

 (Seal)

**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 MANA CONTEMPORARY (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 MANA CONTEMPORARY (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: MANA CONTEMPORARY
Signed: [Signature] Title: Pres
Print Name: Ernie Lway Date: 10 DEC. 2012

Edward F. Soonica
Subscribed and sworn before me
this day 10th of Dec, 2012.

(Affiant)

My Commission expires:

EDWARD F. SOONICA
Notary Public Of New Jersey
Commission Expires : 2/5/2014

(Print name & title of affiant) (Corporate Seal)

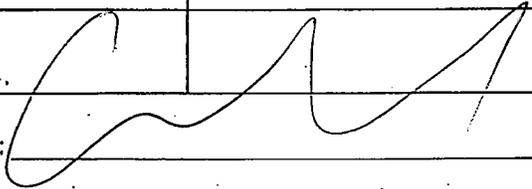
**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE: 

TITLE: Eugene Lemay

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 10th OF 2012

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

EDWARD F. SOONICA
Notary Public Of New Jersey
Commission Expires : 2/5/2014


(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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

City Clerk File No. Res. 12-903
 Agenda No. 10.Z.42
 Approved: DEC 19 2012
 TITLE:



Resolution Honoring Laura Fabiola Tacuri

- WHEREAS,** Laura Fabiola Tacuri was born in Cuenca, Ecuador. She is the youngest of five children born to Luis Enrique Tacuri and Maria Juana Velesaca. In 1988, Laura's father immigrated to the United States to give her family a better way of living and in 1996 he petitioned for Laura; and
- WHEREAS,** Laura Tacuri immigrated to the United States in 1998, leaving her mom and siblings Angel, Fanny, Carmita and Luis behind. She moved to Jersey City where she enrolled at James Ferris High School. Laura graduated in 2002; and
- WHEREAS,** Laura Tacuri began employment with the City of Jersey City in 2002 as a seasonal employee in the City Council Office. Her work ethic was acknowledged and she was hired to work full-time as a clerk in the Office of the Assessor in 2003. She has acquired other titles including Assessing Aid in 2005; and
- WHEREAS,** Laura Tacuri values education. She attended non-credited classes at Hudson County Community College from 2002 to 2004. In 2009, Laura matriculated at the college and earned an Associates Degree in Business Liberal Arts in 2011. The dedicated student is a member of the Honor Society Phi Theta Kappa; and
- WHEREAS,** Laura Tacuri currently attends New Jersey City University where she majors in Business Finance and minors in Computer and Information Systems. She is a member of the Honor Society of The National Society of Leadership and Success, Sigma Alpha Pi; and
- WHEREAS,** Laura Tacuri has diligently worked in the Tax Assessor's Office for many years. She recently passed the Tax Assessor Certification Examination of the State of New Jersey. All municipal tax assessors in New Jersey must hold a Tax Assessor Certificate. Laura received notification in October of 2012 that she became the first Naturalized Hispanic woman in Hudson County to hold this designation.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Laura Fabiola Tacuri. We applaud her hard work, strength and perseverance and thank her for many years of excellent service rendered to the citizens of Jersey City.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Laura Fabiola Tacuri.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 12-904
 Agenda No. 10.Z.43
 Approved: DEC 19 2012
 TITLE: _____



Resolution honoring Detective Benjamin Wilson ON THE OCCASION OF HIS RETIREMENT FROM THE JERSEY CITY POLICE DEPARTMENT

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

WHEREAS, Benjamin Wilson was appointed to the Jersey City Police Department in 1985. He was assigned to the Street Crime/Gang Unit which is comprised of some of the Jersey City Police Department's most highly regarded street cops from the Investigation, Patrol and Narcotics divisions. He spent the last three years in the Missing Persons Unit; and

WHEREAS, Benjamin Wilson is a consultant and an expert in the field of gang violence, gang related crimes, gang hand signs and identification and the influence of gangs as a popular subculture. He is a frequent speaker at community and regional conferences; and

WHEREAS, Benjamin Wilson is the co-founder of the *Gang Awareness and Intervention Networking* program. The program is designed to work in conjunction with existing community resources and advocates A.C.T.I.O.N. - After school programs, Community oriented policing, Team support for parents, Intervention, One on one mentoring and Networking; and

WHEREAS, Benjamin Wilson has been a member of many professional and community organizations and is a recipient of numerous awards and honors. But, most of all, he is a proud parent and current member of the community; and

WHEREAS, Detective Wilson retired on December 1, 2012 from the Jersey City Police Department but will continue his professional service to the City of Jersey City and the United States. Friends, family and colleagues will honor him on at a breakfast to be held on December 15, 2012.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Detective Benjamin Wilson on the occasion of his retirement from the Jersey City Police Department. We recognize and appreciate his incomparable skills, his dedication to the community and his commitment to public service.

G:\WPDOCS\TOLONDA\RESOS\RETIRE\Benjamin Wilson.wpd

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: _____ Corporation Counsel _____
Business Administrator

Certification Required

Not Required

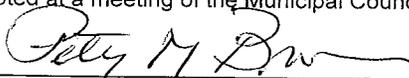
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

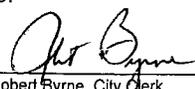
✓ Indicates Vote

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. 12-905
Agenda No. 10.Z.44
Approved: DEC 19 2012
TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO LEI-LEEMARK ELECTRIC COMPANY, INC FOR EMERGENCY ELECTRIC SERVICES FROM OCTOBER 29TH THRU NOVEMBER 11, 2012 TO RESTORE EMERGENCY GENERATOR POWER TO CRITICAL LOCATIONS AS RESULT OF CITY-WIDE BLACKOUT BASED ON THE EFFECTS OF HURRICANE SANDY

Council offered and moved adoption of the following Resolution:

WHEREAS, in preparation of the storm, the Director of the Office of Emergency Management & Homeland Security in consultation with Mayor Jerramiah T. Healy declared a State of Emergency on Sunday October 28th 2012 initiating extensive protective measures requiring the opening and operation of the Emergency Operations Center on a twenty-four hour basis to ensure a coordinated city-wide response to the storm; and

WHEREAS, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive power outages, flooding and wind damage throughout the City of Jersey City (City); and

WHEREAS, it was necessary to supply emergency generator power to police stations, fire houses, the National Guard Armory, juvenile bureau, OEMHS logistics building, the Red Cross staging area located at the Port Jersey Warehouse, Senior Citizen housing locations, Department of Public Works gas dispensing system and private gasoline stations providing fuel to emergency vehicles; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total cost for the performance of the work was \$ 128,860.00; and

WHEREAS, these funds are available in Account No. 01-201-46-871-699

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

1) because of the above stated reasons which are incorporated herein, an emergency contract award to LEI Leemark Electric, Inc, 208-210 West Side Avenue, Jersey City, NJ 07305 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide emergency generator power to critical locations throughout the city is hereby ratified;

2) the total cost of the emergency contract is \$ 128,860.00;

3) the Director of the Office of Emergency Management & Homeland Security shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

City Clerk File No. Res. 12-905

Agenda No. 10.Z.44 DEC 19 2012

TITLE: **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO LEI-LEEMARK ELECTRIC COMPANY, INC FOR EMERGENCY ELECTRIC SERVICES FROM OCTOBER 29TH THRU NOVEMBER 11, 2012 TO RESTORE EMERGENCY GENERATOR POWER TO CRITICAL LOCATIONS AS RESULT OF CITY-WIDE BLACKOUT BASED ON THE EFFECTS OF HURRICANE SANDY**

4) the purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer as Chief Financial Fiscal 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.

P.b. No. 108359

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM [Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				12.19.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSTAIN			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

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/cooperative agreement:
RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO LEI LEE MARK ELECTRIC COMPANY, INC FOR EMERGENCY ELECTRIC SERVICES FROM OCTOBER 29TH THRU NOVEMBER, 11,2012 TO RESTORE EMERGENCY GENERATOR POWER TO CRITICAL LOCATIONS AS RESULT OF CITY-WIDE BLACKOUT BASED ON THE EFFECTS OF HURRICANE SANDY
2. Name and title of person initiating ordinance/resolution, etc.:
W. Greg Kierce, Director of Office of Emergency Management & Homeland Security
3. Concise description of program, project or plan proposed in the ordinance/resolution:
TO PROVIDE EMERGENCY GENERATOR POWER TO CRITICAL ASSETS THROUGHOUT THE CITY.
4. Reasons (need) for the proposed program, project, etc.:
RESTORATION OF POWER TO CRITICAL ASSETS/LOCATIONS THROUGHOUT THE CITY.
5. Anticipated benefits to the community:
COMMUNITY PREPAREDNESS, ENHANCED RESPONSE CAPABILITIES
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):
The cost of this contract is ONE HUNDRED TWENTY- EIGHT THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$ 128,860.00).
7. Date the proposed program, or project will commence:
Upon adoption by The Jersey City Municipal Council.
8. Anticipated completion date:
ASAP.
9. Person responsible for coordinating proposed program, project, etc.:
W. Greg Kierce, Director of Office of Emergency Management & Homeland Security
10. Additional comments:
Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Signature of Department Director

10/7/12
Date



CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
108359
THIS NUMBER MUST APPEAR ON ALL INVOICES
CORRESPONDENCE, SHIPPING PAPERS AND
PACKAGES.

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0160362**
BUYER **EMERGRESO**

DATE: **12/12/2012** VENDOR NO: **LE328220**

VENDOR INFORMATION

LEEMARK ELECTRIC INC
208-210 WESTSIDE AVE

JERSEY CITY-NJ 07305

DELIVER TO

OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	EMERGENCY SERVICE FOR ELECTRICAL WORK FROM OCTOBER 29, 2012 THRU NOVEMBER 11, 2012 IN RESPONSE TO HURRICANE SANDY RESO # _____ DD _____	01-201-46-871-699	128,860.0000	128,860.00

TAX EXEMPTION NO. **22-6002013**

PO Total 128,860.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS

CITY OF JERSEY CITY

Requisition #

0160362

Assigned PO #

108359

Requisition

Vendor
LEEMARK ELECTRIC INC
208-210 WESTSIDE AVE
JERSEY CITY NJ 07305

LE328220

Dept. Bill To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

Dept. Ship To:

Contact Info

AIDA SANCHEZ

Handwritten signature and date: 12/12/12

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	FOR ELECTRICAL EMERGENCY SERVICE FROM OCTOBER 29, 2012 THRU NOVEMBER 11, 2012 IN RESPONSE TO HURRICANE SANDY SEE ATTACHED INVOICE	01 201 46 871 699	128,860.00	128,860.00

Emergency Res

Requisition Total 128,860.00

Req. Date: 12/12/2012

Requested By: DBAKER

Approved By: _____

Buyer ID:

This is Not A Purchase Order



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LEEMARK ELECTRIC, INC.
Trade Name:
Address: 208-210 WEST SIDE AVE
JERSEY CITY, NJ 07305-1446
Certificate Number: 1119619
Effective Date: January 16, 2005
Date of Issuance: December 12, 2012

For Office Use Only:
20121212122725307



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Improved Insurance Coverage P.O. Box 893 Ortiz Plains, NJ 07960 Improved Insurance Coverage	973-267-6494	CONTACT NAME:	
		PHONE (A/C No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: PEERLESS INDEMNITY INS CO.	031
		INSURER B: Indiana Insurance Company	056
		INSURER C: Excelsior Insurance Co	116
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Leemark Electric, Inc.
208 West Side Ave.
Jersey City, NJ 07305

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SL. NO.	TYPE OF INSURANCE	ADDL. SUBR. INSR. W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGG. PER PR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC		CBP2068742-12	12/06/11	12/06/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
2	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA2068738-12	12/06/11	12/06/12	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
3	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ ZERO		OU8736036-12	12/06/11	12/06/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 WC STATUTORY LIMITS <input type="checkbox"/> OTH. ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
CITJERO
City of Jersey City
Office of Emergency Management
718 Summit Ave
Jersey City, NJ 07305

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Improved Insurance Coverage
J. Wray

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)	
Business name/disregarded entity name, if different from above LEEMARK ELECTRIC, INC	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 208-210 WEST SIDE AVENUE	Requester's name and address (optional)
City, state, and ZIP code JERSEY CITY NJ 07305	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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.

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

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

Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶	Date ▶ 11/13/12
------------------	----------------------------	------------------------

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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).

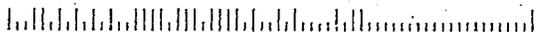
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to 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.



Department of the Treasury
Internal Revenue Service
HOLTSVILLE NY 00501

Date of this notice: OCT. 4, 1999
Taxpayer Identifying Number 22-3672186
Form: Tax Period:

For assistance you may
call us at:
1-800-829-1040



LEEMARK ELECTRIC INC
85 BROADWAY
JERSEY CITY NJ 07306-6302850

NOTICE OF ACCEPTANCE AS AN S-CORPORATION

YOUR ELECTION TO BE TREATED AS AN S-CORPORATION WITH AN ACCOUNTING PERIOD OF DECEMBER IS ACCEPTED. THE ELECTION IS EFFECTIVE BEGINNING JULY 22, 1999, SUBJECT TO VERIFICATION IF WE EXAMINE YOUR RETURN.

IF YOUR EFFECTIVE DATE IS NOT AS REQUESTED, IT WILL HAVE BEEN CHANGED FOR ONE OF TWO REASONS. EITHER YOUR ELECTION WAS MADE AFTER THE 15TH DAY OF THE THIRD MONTH OF THE TAX YEAR TO WHICH IT APPLIES, BUT BEFORE THE END OF THAT TAX YEAR, OR THE ELECTION WHEN SUBMITTED WAS INCOMPLETE, AND REQUESTED INFORMATION WAS RECEIVED AFTER THE FILING PERIOD. IN EITHER CASE, YOUR ELECTION IS INVALID FOR THE TAX YEAR REQUESTED AND HAS THEREFORE, BEEN TREATED AS THOUGH IT WERE MADE FOR THE NEXT TAX YEAR.

PLEASE KEEP THIS NOTICE IN YOUR PERMANENT RECORDS AS VERIFICATION OF YOUR ACCEPTANCE AS AN S-CORPORATION.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE ACTIONS WE HAVE TAKEN, PLEASE WRITE TO US AT THE ADDRESS SHOWN ABOVE. IF YOU PREFER, YOU MAY CALL US AT THE IRS TELEPHONE NUMBER LISTED IN YOUR LOCAL DIRECTORY. AN EMPLOYEE THERE MAY BE ABLE TO HELP YOU; HOWEVER, THE OFFICE AT THE ADDRESS SHOWN ON THIS NOTICE IS MOST FAMILIAR WITH YOUR CASE.

IF YOU WRITE TO US, PLEASE PROVIDE YOUR TELEPHONE NUMBER AND THE MOST CONVENIENT TIME FOR US TO CALL SO WE CAN CONTACT YOU TO RESOLVE YOUR INQUIRY. PLEASE RETURN THE BOTTOM PART OF THIS NOTICE TO HELP US IDENTIFY YOUR CASE.

THANK YOU FOR YOUR COOPERATION.



223672186 8P 00 0000

261

INTERNAL REVENUE SERVICE
HOLTSVILLE NY 00501

LEEMARK ELECTRIC INC
85 BROADWAY
JERSEY CITY NJ 07306-6302850

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

Anthony P. Catanio
11 College Drive
Apt 3C
Jersey City NJ 07305

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

01/25/2012 TO 03/31/2015
VALID

Signature of Licensee/Registrant/Certificate Holder

34E100612200

LICENSE/REGISTRATION/CERTIFICATION #

DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors
HAS LICENSED
Anthony P. Catanio
Electrical Contractor

01/25/2012 TO 03/31/2015
VALID

SIGNATURE

34E100612200

License/Registration/Certificate #

DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Board of Exam. of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

LEEMARK ELECTRIC INC
Anthony P. Catanio
11 College Drive
Apt 3C
Jersey City NJ 07305

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

02/21/2012 TO 03/31/2015
VALID

Signature of Licensee/Registrant/Certificate Holder

34EB00612200

LICENSE/REGISTRATION/CERTIFICATION #

DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors
HAS LICENSED
LEEMARK ELECTRIC INC
Electrical Business Permit

02/21/2012 TO 03/31/2015
VALID

SIGNATURE

34EB00612200

License/Registration/Certificate #

DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Board of Exam. of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/

DIVISION OF REVENUE

PO BOX 252

TRENTON, NJ 08646-0252

TRADE NAME:

TAXPAYER NAME: LEMARK ELECTRIC, INC.

SEQUENCE NUMBER:

ADDRESS: 208-210 WEST SIDE AVE

ISSUANCE DATE:

JERSEY CITY NJ 07305

11/05/10

01/16/05

Director

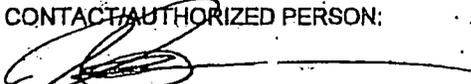
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-08) D205746V

**VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)**

VENDOR NAME/ADDRESS:		FEIN/SS# <u>22 367 2186</u>
<u>Leemark Electric Inc, 208-210 West Side Ave.</u>		
MAKE PO/VOUCHERS PAYABLE TO: <u>Leemark Electric Inc.</u>		
CITY: <u>Jersey City</u>	STATE: <u>N.J.</u>	ZIP: <u>07305</u>
TEL #: <u>201-324-1300</u>	FAX #: <u>201-324-1305</u>	EMAIL: <u>ACATANIA@LEEMARKELECTRIC.NET</u>
MAKE CHECKS PAYABLE TO: <u>Leemark Electric Inc.</u>		
CITY: <u>Jersey City</u>	STATE: <u>N.J.</u>	ZIP: <u>07305</u>
TEL #: <u>201-324-1300</u>	FAX #: <u>201-324-1305</u>	EMAIL:
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<u>Electrical Service & Installation</u>		
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
TYPE/CATEGORY:		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON:		
<u>Anthony Catania President</u>		EMAIL: <u>ACATANIA@LEEMARKELECTRIC.NET</u>
SIGNATURE OF CONTACT/AUTHORIZED PERSON: 		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

01-201-46-871-699

OPERATING

Lic. No. 6122B

INVOICE

LEI LEEMARK ELECTRIC INC.

208-210 West Side Ave. Jersey City N.J. 07305

Tel. 201 324 1300 Fax: 201 324 1305

City Of Jersey City
Dept of Emergency Management
And Homeland Security
715 Summit Ave.
Jersey City N.J. 07306

Date November 12 2012

Cust. Order, Emergency Service

Our Order, 2871

Terms Due upon Receipt.

For electrical emergency service from 10/29/12 thru 11/11/12, in response to Hurricane Sandy.

Scope: Provide hook up connections of emergency generators to specified buildings that were affected by loss of power. Buildings included, Police Precincts, Fire Houses, Armory Building, Juvenile Bureau, O.E.M headquarters logistics Building, Port Jersey Warehouse utilized by Red Cross, Senior Citizens Bldg, Gasoline dispensing systems at Public Works, Incinerator Authority and private gas stations utilized by city vehicles.

Generators were delivered to affected buildings by O.E.M. staff, under the supervision of our staff, all other equipment and materials required to complete hook ups were transported to sites by our staff. All materials including wiring, connection components, and Misc. materials were supplied by O.E.M. All equipment, tools, testing and verification equipment was supplied by our staff.

All generating equipment that was connected, was done in accordance with local and national codes, all safety and protection measures were taken to insure a safe environment at connection points and for the occupants of the buildings affected.

All generators and connection points were checked for safety and maintenance needs every 4 hours on an around the clock basis. All work was carried out by Journeyman, licensed electricians, working in crews of two and four.

In cases of temporary restoration of normal power, generators were taken off line but left in place, in all cases generators needed to be reconnected.

Upon restoration of normal power generators were disconnected, the permanent wiring systems in the buildings were returned to their original configurations. All restored systems were tested and verified to be safe and operating properly.

Any evident deficiencies and code or safety issues, that were discovered in these existing systems, were noted and will be part of a report, including recommendations, that will be supplied to the O.E.M. Director, as a separate document.

Our staff supervised the return of generators and equipment to O.E.M. logistics facility, as well as reorganization and inventory verification reports, supplied to the O.E.M. Director.

The proceeding charges represent a courtesy hourly rate, any time over 40 hrs. in the same week will be chargeable at time and one half the normal hourly rate. The normal double time hourly rate for Sunday's will not apply, The hourly rate amount includes our misc. operating costs including overhead and profit.

Hourly Rate per Man	\$90.00
Overtime Rate per Man	\$135.00
Hourly Rate per 4 man crew	\$360.00
Overtime Hourly Rate per 4 Man Crew	\$540.00
80 Regular weekday hours,4 Man Crew	\$28,800.00
120 Weekday overtime hours,4 man crew	\$64,800.00
64 Weekend overtime hours,4 man crew	\$34,560.00
Total Amount Due	\$ 128,860.00

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO
LEI-LEEMARK ELECTRIC COMPANY, INC FOR EMERGENCY ELECTRIC
SERVICES FROM OCTOBER 29TH THRU NOVEMBER 11, 2012 TO RESTORE
EMERGENCY GENERATOR POWER TO CRITICAL LOCATIONS AS RESULT OF
CITY-WIDE BLACKOUT BASED ON THE EFFECTS OF HURRICANE SANDY**

Council offered and moved adoption of the following Resolution:

WHEREAS, in preparation of the storm, the Director of the Office of Emergency Management & Homeland Security in consultation with Mayor Jerramiah T. Healy declared a State of Emergency on Sunday October 28th 2012 initiating extensive protective measures requiring the opening and operation of the Emergency Operations Center on a twenty-four hour basis to ensure a coordinated city-wide response to the storm; and

WHEREAS, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive power outages, flooding and wind damage throughout the City of Jersey City (City); and

WHEREAS, it was necessary to supply emergency generator power to police stations, fire houses, the National Guard Armory, juvenile bureau, OEMHS logistics building, the Red Cross staging area located at the Port Jersey Warehouse, Senior Citizen housing locations, Department of Public Works gas dispensing system and private gasoline stations providing fuel to emergency vehicles; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total cost for the performance of the work was \$ 128,860.00; and

WHEREAS, these funds are available in Account No. _____.

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

1) because of the above stated reasons which are incorporated herein, an emergency contract award to LEI Leemark Electric, Inc, 208-210 West Side Avenue, Jersey City, NJ 07305 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide emergency generator power to critical locations throughout the city is hereby ratified;

2) the total cost of the emergency contract is \$ 128,860.00;

3) the Director of the Office of Emergency Management & Homeland Security shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO
LEI-LEEMARK ELECTRIC COMPANY, INC FOR EMERGENCY ELECTRIC
SERVICES FROM OCTOBER 29TH THRU NOVEMBER 11, 2012 TO RESTORE
EMERGENCY GENERATOR POWER TO CRITICAL LOCATIONS AS RESULT OF
CITY-WIDE BLACKOUT BASED ON THE EFFECTS OF HURRICANE SANDY**

4) the purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, _____, Donna Mauer as Chief Financial Fiscal 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.

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/cooperative agreement:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO LEI LEE MARK ELECTRIC COMPANY, INC FOR EMERGENCY ELECTRIC SERVICES FROM OCTOBER 29TH THRU NOVEMBER, 11,2012 TO RESTORE EMERGENCY GENERATOR POWER TO CRITICAL LOCATIONS AS RESULT OF CITY-WIDE BLACKOUT BASED ON THE EFFECTS OF HURRICANE SANDY

2. Name and title of person initiating ordinance/resolution, etc.:

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

3. Concise description of program, project or plan proposed in the ordinance/resolution:

TO PROVIDE EMERGENCY GENERATOR POWER TO CRITICAL ASSETS THROUGHOUT THE CITY.

4. Reasons (need) for the proposed program, project, etc.:

RESTORATION OF POWER TO CRITICAL ASSETS/LOCATIONS THROUGHOUT THE CITY.

5. Anticipated benefits to the community:

COMMUNITY PREPAREDNESS, ENHANCED RESPONSE CAPABILITIES

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):

The cost of this contract is ONE HUNDRED TWENTY- EIGHT THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$ 128,860.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

ASAP.

9. Person responsible for coordinating proposed program, project, etc.:

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

10. Additional comments:

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Signature of Department Director

12/7/12
Date

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

City Clerk File No. Res. 12-906

Agenda No. 10.Z.45

Approved: DEC 19 2012

TITLE:



RESOLUTION APPOINTING ESMERALDA TRINIDAD AS AIDE TO COUNCILWOMAN DIANE COLEMAN

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

WHEREAS, N.J.S.A. 40:69A-60.1 empowers the Jersey City Municipal Council to appoint aides; and

WHEREAS, Councilwoman Diane Coleman, requests the Municipal Council to appoint **Esmeralda Trinidad**, of 411 Whiton Street, New Jersey as her Aide effective November 28, 2012.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby consents to the appointment of **Esmeralda Trinidad as Aide to Councilwoman Diane Coleman** effective November 28, 2012, at the salary pursuant to law.

G:\WPDOCS\ISEAN\Reso\APPOINTM\Aide to Coleman - Esmeralda Trinidad - 12-19-12.wpd

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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