

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

City Clerk File No. Res. 13.680

Agenda No. 10.A

Approved: OCT 09 2013

TITLE:



RESOLUTION TO GRANT 2013 SENIOR CITIZEN DEDUCTIONS ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the below listed properties had filed applications for property tax deduction by person aged 65 years, or over, or permanently and totally disabled, or a surviving spouse of the age 55 years or over; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2013 in accordance with N.J.S.A. 54:4-8.40 et. seq. of the revised statutes; and

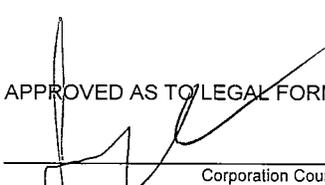
NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2013 Senior Citizen deductions are granted.

TOTAL \$ 7,000.00

SEE ATTACHED LIST

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM 

Corporation Counsel

Certification Required

Not Required

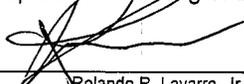
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

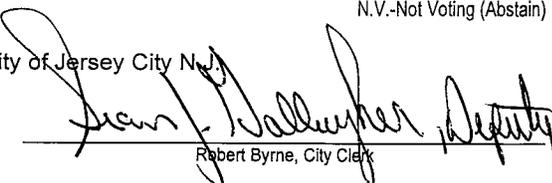
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

Senior Citizen Deduction 2013 First Half

OWNER	BLOCK	LOT	QL	ACCT #	S1
Accor , Geraldine	25702	30		207142	S1
Alverio , Maria	9904	6		44354	S1
Badger , Barbara	18802	2		341438	S1
Bright , Mary L.	24101	75		246546	S1
Bugarin , Nena	9703	2		52779	S1
Carbone , Nancy	14103	5		8383	S1
Cheu , Yu Tian	29505	45		235838	S1
De Jesus , Carmen B.	17601	9	C0205	487405	S1
Del Grande , Dolores	22801	1	H.3G	511824	S1
Gamble , Leroy	23702	20		248278	S1
Grant , Virgie	27101	24		216572	S1
Heyward , Ernestine	19603	38		347054	S1
Hung , Zoila	26102	7	C022L	495424	S1
Jones , Mary E.	23402	19		199539	S1
Jordan , Carol	2503	5		594345	S1
Leon , Agapito	11108	8		30361	S1
Mazzella , Frank	27503	20	C208A	513176	S1
Ong , William	1505	47		110205	S1
Peyton , Barbara	18604	22		342238	S1
Polanco , Leopaoldo	11105	1		24554	S1
Proctor , Lillie	19401	27		289223	S1
Silva Netto , Ofelia	6603	12		64808	S1
Singh , Makhan	26202	64		172551	S1
Todd , Johanna	24002	34		201764	S1
Trotman , Marjorie	15103	22		324699	S1
Webb , Fabian A.	25701	34		208157	S1
Wu , Wei	13204	25	C0014	433433	S1
Yuan , Ding	28002	8		167783	S1

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

City Clerk File No. Res. 13.681
 Agenda No. 10.B
 Approved: OCT 09 2013
 TITLE:



RESOLUTION TO GRANT 2013 VETERAN DEDUCTION ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the below listed property owners have filed an application for a property tax deduction and who are citizens and residents of N.J., were honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deductions should be granted for the tax year 2013, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2013 Veteran Deductions be granted.

Total - \$ 1,750.00

See Attached List

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 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, 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] Rolando R. Lavarro, Jr., President of Council
[Signature] Robert Byrne, City Clerk

125
VETERANS DEDUCTION 2012 FIRST HALF

OWNER	BLOCK	LOT	QL	ACCT#	V1
Bryant , Tarance	24102	32		245357	V1
Gaynor , James	22101	25		192120	V1
Ghibesi , Ralph	1405	23		130989	V1
Harris , Elease	29601	19		498923	V1
Matthews , Robert	19603	36		347070	V1
Romero , Jesus	802	10		108498	V1
Sweeny , Hugh	11114	11		23986	V1

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

City Clerk File No. Res. 13.682
 Agenda No. 10.C
 Approved: OCT 09 2013
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 194 UNION STREET BLOCK 19402, LOT 21 F/K/A BLOCK 1958, LOT F

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 14, 2005, Rachel James (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,075.00 made under the HORP Program; and

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

WHEREAS, the mortgage affects property known as 194 Union Street, Jersey City, also known as Block 19402, Lot 21 f/k/a Block 1958, Lot F; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Rachel James dated January 14, 2005, in the sum of \$5,075.00 affecting 194 Union Street, also known as Block 19402, Lot 21 f/k/a Block 1958, Lot F.

IW/hc
9/24/13

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 10 9 13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: Council President and Members of the Municipal Council

FROM: Itza Wilson, Asst. Corporation Counsel

DATE: September 25, 2013

SUBJECT: **Requests for Discharge of Mortgages**

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HARP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

IW/he
Encl.

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

City Clerk File No. Res. 13.683

Agenda No. 10.D

Approved: OCT 09 2013

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 112-116 WEGMAN PARKWAY A/K/A BLOCK 24002, LOT 67 F/K/A BLOCK 1322, LOT 174

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

WHEREAS, on March 28, 2007, Louise Carter (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$19,690.00 made under the HORM Program; and

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

WHEREAS, the mortgage affects property known as 112-116 Wegman Parkway, Jersey City, also known as Block 24002, Lot 67 f/k/a Block 1322, Lot 174; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Louise Carter dated March 28, 2007, in the sum of \$19,690.00 affecting 112-116 Wegman Parkway, also known as Block 24002, Lot 67 f/k/a Block 1322, Lot 174.

IW/he
9/27/13

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 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: Council President and Members of the Municipal Council

FROM: Itza Wilson, Asst. Corporation Counsel *IW*

DATE: September 27, 2013

SUBJECT: **Requests for Discharge of Mortgages**

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HGRP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

IW/he
Encl.

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

City Clerk File No. Res. 13.684

Agenda No. 10.E

Approved: OCT 09 2013

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 373-375 WHITON STREET A/K/A BLOCK 19001, LOT 7 F/K/A BLOCK 2075, LOT 24

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Alma Cruz, the owner of 373-375 Whiton Street, also known as Block 19001, Lot 7, f/k/a Block 2075, Lot 24 participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

WHEREAS, the owner received a \$52,000 loan from the City on or about January 28, 1993 for the purpose of financing the purchase of a two-family residential unit; and

WHEREAS, the City's loan self-amortizes provided that the homeowner resides in the property, does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

WHEREAS, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

WHEREAS, the twenty (20) year restrictive period has expired and the owner has advised the City's Division of Community Development (Division) of her desire to sell the property; and

WHEREAS, on August 22, 2013, the Division requested payment from the owner of \$5,780.78 representing the recapture amount owed to the City in order to discharge the City's mortgage; and

WHEREAS, according to the Division, the owner has paid the recapture amount of \$5,780.78 and therefore, the City's mortgage can be discharged.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Alma Cruz dated January 28, 1993 in the amount of \$52,000 affecting 373-375 Whiton Street, Jersey City, also known as Lot 7 in Block 19001 formerly known as Lot 24 in Block 2075.

IW/he
APPROVED: 10/09/13

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: Council President and Members of the Municipal Council

FROM: Itza Wilson, Asst. Corporation Counsel

DATE: October 2, 2013

SUBJECT: **Requests for Discharge of Mortgages**

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HORP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

IW/he
Encl.

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

City Clerk File No. Res. 13.685

Agenda No. 10.F

Approved: OCT 09 2013



TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH RT 90 HUDSON, LLC HULFISH MANAGEMENT AND CBRE AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

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

WHEREAS, the Jersey City Fire Department is mandated to provide specialized rescue training for Fire Fighters and Fire Officers, and

WHEREAS, the City of Jersey City does not have an indoor facility large enough to accommodate said training, and

WHEREAS, the RT 90 Hudson, LLC Hulfish Management and CBRE has a facility large enough to accommodate said training at 90 Hudson Street in Jersey City, and

WHEREAS, the RT 90 Hudson, LLC Hulfish Management and CBRE has agreed that there will be no cost to the City or Fire Department for use of their facility, and

WHEREAS, the Fire Department will use the facility from October 30,2013 to February1,2014 weekends only, and

WHEREAS, the RT 90 Hudson, LLC Hulfish Management and CBRE requires indemnification and a letter of insurance from the City, and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facility, including an indemnification and held harmless clause in which the owner cannot be held liable for injuries received by participants in this training, and

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the RT 90 Hudson ,LLC Hulfish Management and CBRE for the use of their facility by the Fire Department for specialized rescue training;
2. The Risk Manager is authorized to issue a letter of insurance to the RT 90 Hudson, LLC Hulfish Management and CBRE. to cover this training;
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: James R. Shea
James R. Shea, Director
Department of Public Safety, Fire Division

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 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, 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]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.686

Agenda No. 10.6

Approved: OCT 09 2013

TITLE:

RESOLUTION RECOGNIZING FILIPINO-AMERICAN HISTORY MONTH IN OCTOBER 2013



WHEREAS, the Filipino-American community is one of the largest Asian-American groups in Jersey City, and the largest Filipino-American community in New Jersey, with a population of approximately 16,000 people equaling seven (7%) percent of the City's population; and

WHEREAS, Filipino-American servicemen and servicewomen have a longstanding history serving in the Armed Services, from the Civil War to the Iraq and Afghanistan conflicts, including the 250,000 Filipinos who fought under the United States flag during World War II to protect and defend this country; and

WHEREAS, the first documented Filipino US Veteran in New Jersey was Joseph Bernardo, Landsman, aged 21, born in Manila. Mr. Bernardo, a resident of New Jersey, was one of the Filipino-Americans veterans who fought in the Civil War on board the USS Conemaugh; and

WHEREAS, the City of Jersey City has recognized the importance of Filipino Heritage with the dedication of the Jose P. Rizal Monument and Plaza in 2001 on Christopher Columbus Avenue; and

WHEREAS, Jersey City has recognized the service of Filipino-American servicemen and servicewomen with the World War II Filipino-American Veterans Memorial Park on Manila Avenue; and

WHEREAS, Jersey City has recognized the contributions of the Filipino-American community to the city by designating a portion of Grove Street to be renamed as Manila Avenue from 1st to 14th Streets on December 18, 1979; and

WHEREAS, Jersey City is home to numerous Filipino-American community annual events, including the Santacruzian procession on Manila Avenue in May, and the Philippine American Friendship Day Parade and Festival in June; and

WHEREAS, Filipino-American businesses have been an integral part of Jersey City, including markets, restaurants, bakeries, travel agencies, medical, accounting, automotive, real estate, mortgage and financial services among others; many of these businesses are located around the Five Corners District of Jersey City and West Side Avenue; and

WHEREAS, in 2011, the people of Jersey City has elected the first Filipino-American City Council Member Rolando R. Lavarro, Jr., who was re-elected in June 2013 and elected Council President in July 2013. Mr. Lavarro has been an advocate for hard-working residents of Jersey City and the Filipino-American community throughout his professional career.

WHEREAS, Filipino Americans are an integral part of the United States health care system serving as nurses, doctors, and other medical professionals; and

WHEREAS, Filipino Americans have contributed greatly to the fine arts, music, dance, literature, education, business, literature, journalism, sports, fashion, politics, government, science, technology, and other fields in the United States that enrich the landscape of the country; and

OCT 09 2013

TITLE: **RESOLUTION RECOGNIZING FILIPINO-AMERICAN HISTORY MONTH IN OCTOBER 2013**

WHEREAS, efforts should continue to promote the study of Filipino-American history and culture, in accordance with mission statement of the Pan American Concerned Citizens Action League, Inc., to provide New Jersey's Filipino-American and Asian-American populations culturally competent programming and initiatives, particularly as the roles of Filipino Americans and other people of color are often overlooked in the writing, teaching, and learning of American history; and

WHEREAS, it is imperative for Filipino-American youth to have positive role models to instill in them the importance of education, complemented with the richness of their ethnicity and the value of their heritage; and

WHEREAS, Pan American Concerned Citizens Action League, Inc. (PACCAL) in cooperation with the Community Awareness Series (CAS) of the Jersey City Free Public Library (JCPL) presents "UGAT-SINING," a cultural and heritage celebration through traditional Philippine poetry, folk songs and dances; and

WHEREAS, the Filipino-American History Month celebration through the presentation of "UGAT-SINING," will take place at the Jersey City Five Corners Public Library on October 5th, 2013; and

WHEREAS, Filipino-American History Month is celebrated during the month of October 2013.

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

1. Recognizes the celebration of Filipino-American History Month 2013 as a study of the advancement of Filipino Americans, as a time of reflection and remembrance, and as a time to renew efforts toward the research and examination of history and culture to provide an opportunity for all people in Jersey City to learn and appreciate more about Filipino Americans and their historic contributions to the Nation; and
2. Urges the people of the Jersey City to observe Filipino-American History Month 2013 with appropriate programs and activities.

G:\WPDOCS\TOLONDAIRESOS\MONTH\Filipino History Month written by Andes - Rolando Lavarro.docx

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 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.687

Agenda No. 10.H

Approved: OCT 09 2013



TITLE: **RESOLUTION HONORING**
Sally Mae Scott Holliday
ON THE OCCASION AND CELEBRATION OF HER 80TH BIRTHDAY

WHEREAS, Sally Mae Scott Holliday was born on October 2, 1933 in Orrville Alabama to Leon and Sarah Scott; and

WHEREAS, Sally Mae Scott Holliday attended primary and secondary school in Orrville. She was star basketball player at Keith High School, where her team won many championship trophies. Sally was not only an outstanding basketball player, she graduated third in her class at the age of 16; and

WHEREAS, Sally Mae Scott Holliday was employed by Ormond Distribution Inc. as a Key Punch Operator for 24 years. Sally continued her studies and began a second career with the Jersey City Board of Education and for the past 13 years, Sally has been employed as a Teacher's Assistant; and

WHEREAS, Sally Mae Scott Holliday is a faithful member of Salem Baptist Church in Jersey City. She is very active in the church and has served as the President of the President Council for 30 years and as the Vice President of the Deaconess Board. Sally is also a member of the Courtesy Guild Usher Board and Missionary Circle. She has been the recipient of many awards and accolades but she cherishes the Stella Award from Salem Baptist Church and Rev. Owens the most ; and

WHEREAS, Sally Mae Scott Holliday is an active member of the Queen Esther Chapter No.2 Order of the Eastern Star Prince Hall Affiliation; and

WHEREAS, Sally Mae Scott Holliday married Willie Holliday Jr. and the couple was blessed with three wonderful children, Benjamin Sr., Doris A. Holliday-Winston and Patricia D. Holliday-Halley. They have five precious grandchildren, Yolanda Holliday, Theatris Halley, Elder Thyson T. Halley, Aneesa Holliday and Benjamin Holliday II. The family tree continues to grow with the additions of great-grandchildren, Shanique Holliday, KeShawn Holliday, Tashirah Halley and Thyquel Halley; and

WHEREAS, Sally Mae Scott Holliday is known for her famous sweet potato pie and lending a helping hand throughout the community.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby wish Sally Mae Scott Holliday continued health and happiness on the occasion and celebration of her 80th birthday.

G:\WPDOCS\TOLONDAIRESOS\Birthday\Sally Mae Scott Holliday 80th Birthday -Joyce Watterman.docx

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 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-688

Agenda No. 10.1

Approved: OCT 09 2013

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY LIBERTY LANDING MARINA/SWC OPERATING CO. II, LLC SERVICES, INC. FOR PROVIDING FUEL TO THE FIRE DEPARTMENT MARINE VESSELS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through the Fire Department maintains the operation and repair of the City's marine vessels; and

WHEREAS, the contract with Liberty Landing Marina to provide fuel for the Fire Department's marine vessels expired in January 2013; and

WHEREAS, the Fire Department was in need of fuel for the marine vessels to keep them operational; and

WHEREAS, during that period, the Fire Department's marine vessels still received delivery of marine fuel from Liberty Landing Marina; and

WHEREAS, the City requested Liberty Landing Marina to provide fuel because the Fire boat is crucial to the safety of first responders and the general public; and

WHEREAS, the services provided by Liberty Landing Marina resulted in costs of \$24,931.18; and

WHEREAS, Janis Feuchack, Fiscal Officer for the Fire Department reviewed Liberty Landing Marina's request for payment and has certified that Liberty Landing Marina's bill for providing such services is fair and reasonable; and

WHEREAS, Liberty Landing Marina performed the services in good faith and is entitled to receive payment for the value of services; and

WHEREAS, the sum of \$24,931.18 is available in Account No.01-201-25-265-208;

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

- 1) the Purchasing Agent is hereby authorized to pay Liberty Landing Marina the sum of \$24,931.18 for fuel provided from March 10, 2013 to September 1, 2013; and
- 2) the approval of this payment is subject to the execution of a release by Liberty Landing Marina releasing the City from any liability in connection with claims that it may have against the City for providing fuel; and
- 3) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;

I, _____ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds (\$24,931.18) available for the payment of the above resolution in Account No. 01-201-25-265-208

APPROVED: *Jerome Cole*

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

Business Administrator

J.A. 10/3/13

Certification Required

Not Required

APPROVED *8-1*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

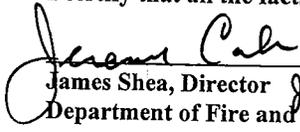
Robert Byrne
Robert Byrne, City Clerk

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 AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY LIBERTY LANDING MARINA/SWC OPERATING CO. II, LLC SERVICES INC.FOR PROVIDING FUEL TO THE FIRE DEPARTMENT MARINE VESSELS
2. **Name and Title of Person Initiating Ordinance/Resolution:**
James Shea, Director, Department of Fire and Emergency Services
3. **Concise description of the program, project or plan proposed in the Ordinance/Resolution:**
To provide fuel to the Fire Department marine vessels
4. **Reasons for the proposed program, project, etc.:**
Maintaining the vessels to provide for the safety of first responders and the general public.
5. **Anticipated benefits to the community:**
It is the mission of the first responders to provide public safety.
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.):**
\$24,931.18
7. **Date proposed program or project will commence:**
N/A
8. **Anticipated completion date:**
N/A
9. **Person responsible for coordinating proposed program/project:**
James Shea, Director, Department of Fire and Emergency Services.

I certify that all the facts presented herein are accurate.


James Shea, Director JS
Department of Fire and Emergency Services

Date: 9/18/13



CITY OF JERSEY CITY
DEPARTMENT OF FIRE AND
EMERGENCY SERVICES



INTERDEPARTMENTAL MEMORANDUM

To: Robert Kakoleski
 Acting Business Administrator

From: Jerome Cala
 Deputy Director 

Date: September 23, 2013

Re: Resolution - Liberty Landing Marina

The problem with securing fuel for the Fire Department Marine Units has been on-going since late 2012. The contract with Liberty Landing Marina expired in January 2013. At that time, the Fire Department attempted to extend the contract with Liberty Landing but was advised the Business Administrator held up the Resolution. In order to keep the Marine Units operational, the Fire Department encumbered funds to purchase the needed fuel. The Fire Department made several attempts to check on the status of the Resolution with the Business Administrator with out success. A new Resolution was put together and sent to the Business Administrator, but again, it was never processed. After the change in Business Administrators, I contacted Robert Kakoleski, and asked him to locate the Resolution but he could not. Another Resolution was submitted and I appeared before the Council Caucus to answer their questions and to address the confusion. However, during all of this time, the Fire Department had to keep the boats operational and Liberty Landing Marina was good enough to supply the fuel. The end result is that the Fire Department spent \$24,931.18 during this period. At the recommendation of the Purchasing Agent and the Law Department, this claims Resolution has been prepared. In considering this Resolution, it is important to note:

1. Liberty Landing Marina fuel station is available 24/7 - the other local vendors are not.
2. Liberty Landing Marina has provided free docking and storage facilities to the Fire Dept.
3. Liberty Landing has provided land (for \$1 per year) for a Fire Dept. facility.
4. The Purchasing Agent has advertised for bids to provide fuel for the Fire Dept. Marine Units and twice no other vendors submitted bids.

Thank you for your cooperation and assistance.

c: James R. Shea, Director

**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 Sunc Operating Co II (name of business entity) has not made any reportable contributions in the **one-year period preceding 2013 (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 Sunc Oper Co II (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: Sunc Operating Co II LLC

Signed [Signature] Title: Controller

Print Name: Robert Davenport Date: 5/28/13

Subscribed and sworn before me
this ___ day of ___, 2___

My Commission expires:

(Affiant)

(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.

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.

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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewold
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

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
SEE ATTACHMENT	(OWNERSHIP DISCLOSURE)

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.

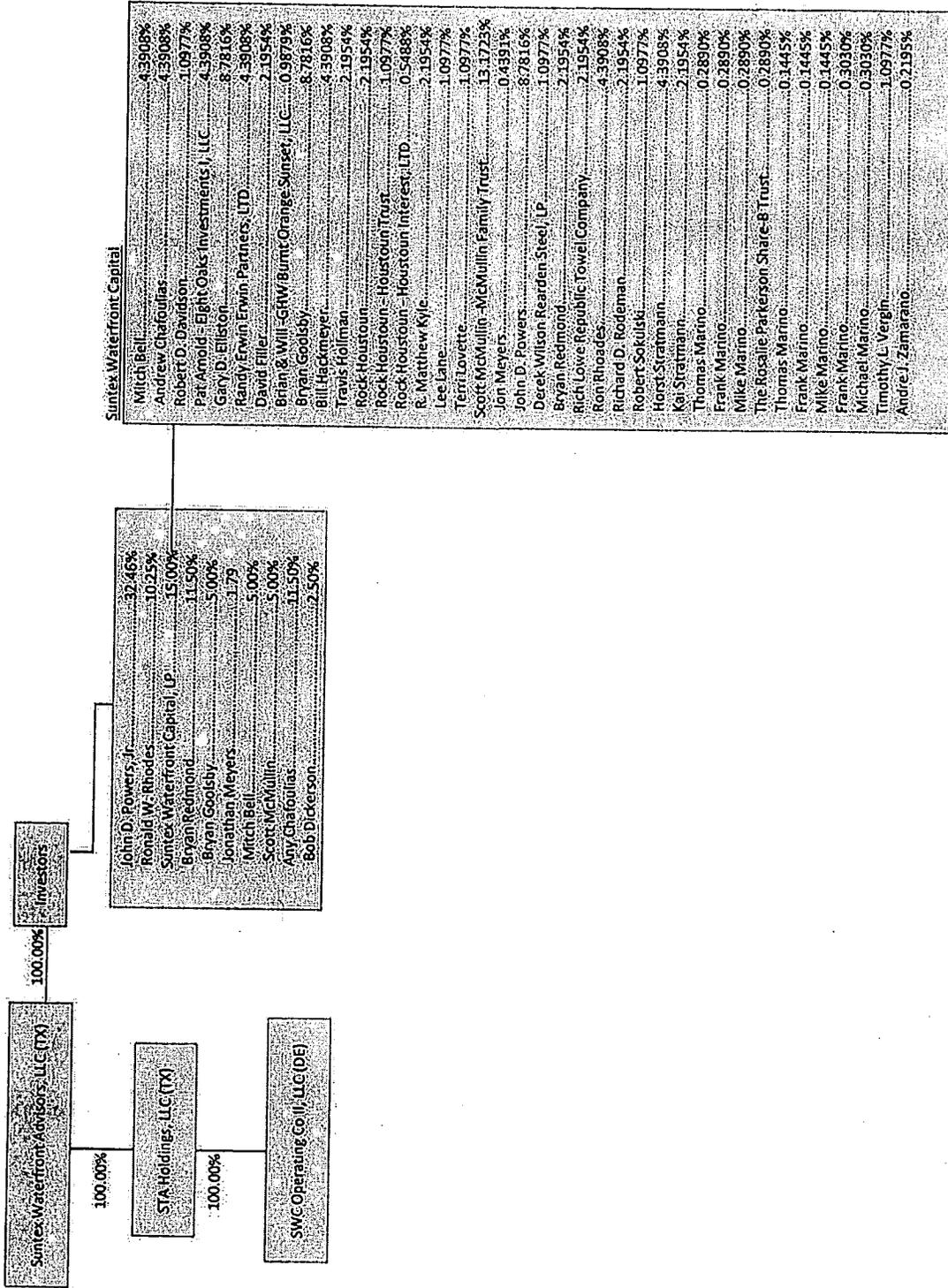
Name of Business Entity: PHIL BONE OPERATING CO. II, LLC
 Signed: [Signature] Title: CONTROLLER
 Print Name: ROBERT JAMES PORT Date: 7/18/13

Subscribed and sworn before me this day of , 2

(Affiant)

My Commission expires: _____
 (Print name & title of affiant) (Corporate Seal)

**SWC Operating Co II
Ownership Chart**



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 April 2013)

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

(Revised April 2013)

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.

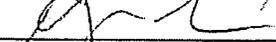
(Revised April 2013)

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): ROBERT SAVENPORT CONTROLLER

Representative's Signature: 

Name of Company: SNC OPERATING CO II, LLC dba Liberty Landing Marina A

Tel. No.: 201-985-8000 Date: 5/20/13

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program

Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018



February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUMMIT EEO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <http://www.state.nj.us/dpa/eo/eo1.htm>

SECTION A - COMPANY IDENTIFICATION

1. IND. NO. OR SOCIAL SECURITY: 2. TYPE OF BUSINESS: 1. MFG. 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THIS ENTIRE COMPANY: 38

4. COMPANY NAME: SNC OPERATING CO. II, LLC, DBA LIBERTY LANDING MARINA

5. STREET: 80 Audrey Zapp Dr. CITY: Jersey City COUNTY: NJ STATE: NJ ZIP CODE: 07305

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, NO INDICATION): SINTEX DIVER FRONT Mfg. CITY: Dallas STATE: TX ZIP CODE: 75252

7. CHECK ONE IS THE COMPANY: SINGLE ESTABLISHMENT EMPLOYEE MULTIPLE ESTABLISHMENT EMPLOYEE

8. IF MULTIPLE ESTABLISHMENT EMPLOYEE, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 38

10. PUBLIC AGENCY AWARDED CONTRACT: LIBERTY LANDING MARINA CITY: Jersey City COUNTY: NJ STATE: NJ ZIP CODE: 07305

Official Use Only: DATE RECEIVED: MAILED 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. **DONOT SUMIT** **Average Report.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Col. 2, 3, 4)	COL. 2 MALE	COL. 3 FEMALE	MALE								FEMALE		
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN.	
Officials/Managers	2	2		0						2				
Professionals														
Technicians	9	8	1		1				8					1
Sales Workers														
Office & Clerical	6		3							1				2
Craftworkers (Skilled)														
Operatives (Semi-skilled)	10	10		2	5				3					
Labors (Unskilled)	10	10		8					2	2				
Service Workers														
TOTAL														
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

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 (MM/DD) FROM: 4/16/13 TO: 4/30/13

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): R. DAVENPORT TITLE: Controller DATE: 05/26/2013

17. ADDRESS NO. & STREET: 80 Audrey Zapp Dr. CITY: Jersey City COUNTY: NJ STATE: NJ ZIP CODE: 07305 PHONE (AREA CODE, NO., EXTENSION): 201-985-8820

Sample Employee Information Report Form AA302

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 AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. 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 8, 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. This is not applicable if you are renewing a current Certificate.

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 Phillippine 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 15 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 A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

N.J. Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. 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 8, 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 - Not Applicable.

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 Phillipine 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 - Not Applicable.

ITEM 15 - Not Applicable.

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 RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT
 NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 4/16/13 TO 4/30/13

NAME OF FACILITY: SVC OPERATING CO INC

STREET: 80 Hendricky Road Dr CITY: Jersey City COUNTY: NY STATE: NY ZIP CODE: 07305

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
RAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type): _____ SIGNATURE: [Signature] DATE SUBMITTED: _____

FIRST: _____ MI: _____ LAST: _____
 ADDRESS (NO. & STREET): _____ (CITY): _____ (STATE): _____ (ZIP): _____
 PHONE (AREA CODE, NO., EXTENSION): _____

**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 : SWC OPERATING CO
Address : 80 AUDREY LAMB DRIVE, JK NJ 07305
Telephone No. : 201-985-8000
Contact Name : ROBERT DAVENPORT

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: SWC OPERATING CO. II, LLC

Trade Name:

Address: 80 AUDREY ZAPP DRIVE
JERSEY CITY, NJ 07305-4127

Certificate Number: 1603066

Effective Date: November 26, 2010

Date of Issuance: July 10, 2013

For Office Use Only:

20130710142353177

REGISTRATION OF TRADE, BUSINESS & FICTITIOUS NAME CERTIFICATE

County: New Castle Kent Sussex

TRADE NAME: Liberty Landing Marina

Business Address: 820 Bear Tavern Road, West Trenton, NJ 08628

Phone Number: (201)985-8000

Person, Firm or Association (Parent Company, if applicable):

SWC Operating Co. II, LLC

FILED
PROTHONOTARY
2012 MAY 23 PM 2:53

Names and addresses of ALL owners, members, or partners comprising the business:

Last Name	First Name	Address
Suntex	Waterfront Advisors	17330 Preston Road, Suite 220A, Dallas, TX 75252

Date of Formation: 10/26/2010

Nature of Business: Marina

State of Texas

County Dallas

BEFORE ME, the Subscriber, a Notary Public of the State of Texas, personally appeared a principal in the business described in the Certificate, who, having first been sworn by me according to law did depose and say as follows:

1. He/She is a principal in the business described in the certificate.
2. That the foregoing information provided in the certificate is true, correct, and complete.

**CERTIFIED AS A TRUE COPY
ATTEST SHARON AGNEW
PROTHONOTARY**

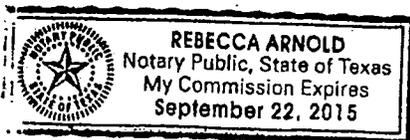
BY DEBRA MIRAKA

[Signature]
Affiant

Title: Vice President

SWORN AND SUBSCRIBED this 21st day of May, 2012

[Signature]
Notary Public



Print Form

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

City Clerk File No. Res. 13.689

Agenda No. 10.J

Approved: OCT 09 2013

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A CITY OF JERSEY CITY MURAL PROJECT PROPERTY OWNER AGREEMENT WITH FIVE STAR INVESTMENT GROUP, LLC IN CONNECTION WITH THE CITY OF JERSEY CITY MURAL PROJECT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) operates a program where designated artists create public art murals on buildings which are privately owned; and

WHEREAS, Five Star Investment Group, LLC (Five Star) is the owner of a building located at 141-143 Christopher Columbus Drive, Jersey City where the City desires to have an artist create a public art mural; and

WHEREAS, Five Star agrees to authorize the City to use its building for the public art mural program provided the City executes an agreement which includes a provision that requires the City to indemnify the property owner.

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 City of Jersey City Mural Project Property Owner Agreement with Five Star Investment Group, LLC which is attached hereto;
2. The term of the agreement shall begin upon the execution date of the agreement by City officials and continue until the completion of the mural or December 31, 2013, whichever shall first occur; and
3. The Risk Manager is authorized to execute such documents necessary to effectuate the purposes of this resolution.

RR/cw
10/02/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

02013114

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rodrigo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY MURAL PROJECT
PROPERTY OWNER AGREEMENT**

THIS AGREEMENT made in duplicate this Friday of September 20th, 2013
BETWEEN:

THE CITY OF JERSEY CITY

Hereinafter referred to as the "City"

- and -

Five Star Investment Group, LLC

Hereinafter referred to as the "Owner"

WHEREAS the City of Jersey City, is a municipal corporation authorizing designated artist(s) to create public art murals,

AND WHEREAS the Owner is the owner of the building located at
141-143 Christopher Columbus Drive, Jersey City, New Jersey, 07302,
Block Number_12901__ and Lot Number 1.

1. The Owner hereby agrees to permit the artist(s) designated by the City to paint a mural on the _____ facing wall, hereinafter called the "Wall" of the Owner's building.

2. A theme for the mural will be established and a sketch proposal will be presented to the Owner for approval before painting.

3. The Owner agrees that if repairs are required to be made to the Wall, the Owner will notify the City in writing of this intention to repair the Wall. Owner agrees to proceed with the approved repairs using all reasonable efforts to minimize the damage to the mural. The Owner agrees that if damage to the mural results from these repairs, the Owner will allow the artist access to retouch/repair the mural as needed.

4. The City will use all reasonable efforts not to interfere with the business being conducted by the Owner and/or occupiers of the building, or the quiet enjoyment of the Owner and/or tenants of the building. The Owner will assist the City to coordinate the painting and repair of the mural with the affected tenant(s)/occupier(s) of the building.

5. By prior appointment, the Owner agrees to permit the artist(s) designated by the City to have access to the building and grounds, at reasonable times, in order to complete the mural and to undertake any necessary inspections, approvals or repairs. The City will use all reasonable efforts not to interfere with the business conducted by the Owner and/or occupiers of the building, or the quiet enjoyment of the Owner and/or tenants of the building. Upon completion of the mural or December 31, 2013, whichever shall first occur, the artist shall no longer have access to the building, grounds, or property of Owner, without the prior express written permission of Owner.

6. Nothing in this agreement shall be construed as a restraint on alienation, nor is this mural intended to signify the existence of an easement or any other property right in the City, or the artist, in this building, the property upon which it is located, or any adjoining properties. Nothing in this agreement shall be construed to prohibit the Owner or the owners of adjoining properties from constructing or installing anything, at any time hereafter, that shall obstruct the visibility of the Wall or the mural painted thereon.

7. Owners of buildings within the City's designated Historic Districts are prohibited from applying murals to the exterior of their buildings.

8. The Agreement is terminable at will by the Owner at any time for any reason. The Owner is free to remove or demolish the mural at any time. The cost of removing the mural once the Owner has rescinded this Agreement shall be borne by the Owner.

9. Owner represents that it has received approvals for development of the property adjoining the property upon which the building is located, which approvals expire December 14, 2013. In the event development of the property adjoining the property upon which the building is located is undertaken it is likely the mural will be obscured or obstructed from view.

10. The City shall indemnify, defend, and hold harmless Owner from any and all claims against Owner by the Artist, or agents, licensees, invitees, employees, or volunteer workers for the City or the artist.

SIGNED

THE CITY OF JERSEY CITY

AUTHORIZING OFFICIAL: _____

TITLE: _____

DATE: _____

OWNER

NAME: _____

DATE: _____

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

City Clerk File No. Res. 13.690

Agenda No. 10.K

Approved: OCT 09 2013

TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO NJK CONTRACTORS INC. TO PROVIDE ROOF REPLACEMENTS AT ENGINE CO. #15, 200 SIP AVENUE AND ENGINE CO. #17, 255 KEARNY AVENUE, JERSEY CITY, NEW JERSEY, PROJECT NO. 2013-022, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, on June 19, 2013, an emergency contract was awarded to Joseph David Construction (Joseph David) to perform emergency roof repairs at Engine 15 and Engine 17 through the Division of Buildings and Street Maintenance (City); and

WHEREAS, Joseph David failed to perform any work or communicate with the City and by letter dated August 30, 2013, informed the City that it could not fulfill its contract obligation; and

WHEREAS, further examination by Director Michael Razzoli, Department of Public Works and Brian Weller, Director of Architecture, revealed that the firehouse roofs needed to be repaired immediately; and

WHEREAS, as a result of the emergency the Director of Public Works, notified the Purchasing Agent that an emergency existed at Engine Co. #15 and Engine Co. #17; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, it was necessary to have this work performed immediately 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 September 18, 2013, the Director of the Department of Public Works instructed NJK Contractors 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 is \$221,400.00; and

WHEREAS, these funds are available in Account No. 04-215-55-838-990.

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 contact award to NJK Contractors Inc., 50 Bay 7th Street, Brooklyn, New York 11228 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to perform the installation of the emergency roofs is hereby ratified;

OCT 09 2013

TITLE:

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO NJK CONTRACTORS INC. TO PROVIDE ROOF REPLACEMENTS AT ENGINE CO. #15, 200 SIP AVENUE AND ENGINE CO. #17, 255 KEARNY AVENUE, JERSEY CITY, NEW JERSEY, PROJECT NO. 2013-022, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

2. The total cost of the emergency contract is \$221,400.00;
3. The Director of the Department of Public Works will reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
4. The Purchasing Agent will 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 purpose of 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.

PO # 111258

RR/ab
September 30, 2013

g.A. 10/3/13

APPROVED: [Signature] 10/1/13

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, 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]
Rolando R. Lavarro, Jr., 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 RATIFYING AN EMERGENCY CONTRACT AWARD TO NJK CONTRACTORS INC. TO PROVIDE ROOF REPLACEMENTS AT ENGINE CO. #15, 200 SIP AVENUE AND ENGINE CO. #17, 255 KEARNY AVENUE, JERSEY CITY, NEW JERSEY, PROJECT NO. 2013-022, 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.

Removal and disposal of existing roof membrane at Engine Co. #15 and Engine Co. #17. Replacement of new EPDM fully Adhered Single Ply Roofing System. The new roof system will meet the requirements for a twenty (20) year guarantee from Versico.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

The installation of the new roof system will meet the requirements for a twenty (20) year guarantee from Versico.

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

Account No. 04-215-55-838-990 for a total cost not to exceed TWO HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED and 00/100 DOLLARS (\$221,400.00).

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

Because of the aforementioned emergency this work is already under construction.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

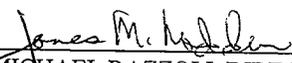
Work under construction (ongoing)

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.



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

9-30-13
DATE


per ~~MICHAEL~~ MICHAEL RAZZOLI, DIRECTOR, DPW

10-1-13
DATE

PETER FOLGADO, DIRECTOR OF PURCHASING

DATE



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : October 1, 2013

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : Engine Co. #15 and Engine Co. #17 - Emergency Roof Replacements
Project No. 2013-022

2013 OCT - P
RECEIVED

Attached for your consideration is the Resolution Authorizing the award of a contract to NJK Contractors Inc. for removal and replacement of existing roofing that has exceeded its serviceable life at Engine Co. #15 and Engine Co. #17 consisting of but not limited to the following that must be completed before the inclement weather:

Engine Co. #15

- Remove two (2) skylights, sheath to close openings.
- Remove all Terra Cotta and Bluestone Coping Stones including four (4) abandoned vents.
- Parapet walls will have 1/2" plywood mechanically fastened with new metal flashing.
- Removal and replacement of Bilco hatch.
- Complete removal of all existing roofing system down to existing wood deck. Remove existing base flashing.
- Replace with new EPDM roofing system.

Engine Co. #17

- Remove six (6) skylights, sheath to close openings.
- Remove all existing Terra Cotta, including parapet shared with adjacent property owner
- Install 1/2" plywood to all parapet walls, mechanically fastened.
- Fabricate, install and flash new curb for existing HVAC unit on roof.
- Complete removal of all existing roofing system down to existing wood deck. Remove existing base flashing.
- There are three (3) separate roof elevations consisting of wood, metal and concrete deck.

Metal Deck: Provide and install over existing deck 2" ISO Flat Installation over entire roof area. Install 1/4" tapered ISO Insulation between Roof Drains only with mechanical fasteners.

Concrete Deck: Provide and install over existing deck 2" ISO Flat Insulation over entire roof area. Install 1/4" tapered ISO Unsatulation between roof drains with insulation adhesive 12" off center.

Wood Deck: Provide and install over existing deck tapered ISO Insulation with 1/4" slope per foot and min. 1 1/2" with mechanical fasteners.

If you need any additional information, please do not hesitate to call.

ab

c: Mike Razzoli, Director, Department of Public Works

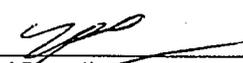
CERTIFICATION OF MICHAEL RAZZOLI

I, Michael Razzoli, 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. There is a need for emergency roof repairs at Engine 15 and 17 as per Mr. John McGrath, Director of Buildings and Street.
3. Current conditions create dangerous condition for all those who work at these firehouses. On June 19, 2013, an emergency contract was given to Joseph David Construction (Joseph David) to perform this work. Thereafter, Joseph David failed to perform any work or communicate with this office. Finally, via letter dated August 30, 2013, attached hereto as Exhibit A. Joseph David informed our office that they are unable to fulfill their contract obligation.
4. Further examination by Director Razzoli and Mr. Briani Weller, Director of Architecture, revealed that these firehouses roofs must be repaired immediately.
5. As Director of the Department of Public Works, I inspected these roofs and determined that they are not in working conditions and must be fixed.
6. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work is necessary to protect and promote the public health, safety and welfare.
7. NJK Contractors Inc. submitted a quote for \$221,400.00 which is attached hereto as Exhibit B.
8. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorize NJK Contractors Inc. - to provide the necessary roof repairs without further delay.
9. The total funds requested for this purpose is \$221,400.00.
10. 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: _____

9-16-13



Michael Razzoli
Director of Department of Public Works

EXHIBIT A

Joseph David Roofing

405 Pennsylvania Avenue
Linden, New Jersey 07036
Phone 908-925-0007
Fax 908-925-5523

August 30, 2013

City of Jersey City
1 Journal Square Plaza
Jersey City, NJ 07306

Dear Mr. John McGrath:

Joseph David Roofing Co has taken on too much of a workload and will be unable to perform the previously proposed roof repairs. Unfortunately, our schedule cannot accommodate the work. We apologize for the inconvenience.

Sincerely,

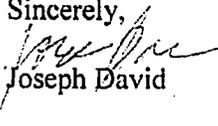

Joseph David

EXHIBIT B

NJK CONTRACTORS INC.

50 BAY 7TH Street, Brooklyn, New York 11228

Phone: 718-331-9419 Fax: 718-331-3817

Email: njkcontrinc@aol.com

September 13, 2013

Mr. Chris Charas
City of Jersey City
Division of Architecture
575 Route 440
Jersey City, New Jersey 07305

PROPOSAL

NJK Contractors Inc. will furnish all Labor, Material, and Supervision to provide a new EPDM Fully Adhered Shingle Ply Roofing System. The new roof system will meet the requirements for a twenty (20) year Guarantee from VERSICO. All the work will be performed in strict accordance to specifications provided by the Manufacturer VERSICO. The total square footage for the project is approximately 3,390 SF. NJK Contractors will obtain the necessary Work and Traffic Permits.

The scope of work is detailed below:

Engine #15 – 200 Slip Avenue

1. Remove two (2) skylights towards the front of the building, frame and (*double 5/8" plywood*) sheath to close openings.
2. Remove all Terra Cotta and Bluestone coping stones to include four (4) abandoned vents.
3. All parapet walls will have ½" plywood mechanically fastened to walls with .060 mill, fully adhered non reinforced membrane wrapping up the walls with termination bar under the new Metal Coping.
4. Remove existing Bilco Hatch. Provide and install new Bilco Hatch, size 30" X 36" at same location.
5. Completely remove all existing roofing system down to the existing wood deck. Remove existing Base Flashing, Insulation, and Metal Flashing etc.
6. Provide and install over existing wood deck ISO flat Insulation 2" thick over entire roof area surface. Install Tapered ISO Insulation between roof drains to include ¼" slope per foot over the top (*of the already installed 2" flat insulation*) with mechanical fasteners.
7. Where water is ponding, install full Tapered Insulation with ¼" slope per foot. Area in question is approximately 37' X 26' with mechanical fasteners.
8. Provide and install .060 non reinforced EPDM membrane with 3" Factory Seam Tape (color black) adhered with LowVoc Bonding Adhesive.
9. Provide and Install 4" new Aluminum Retrofit Drains.

10. Provide and install Base Flashing at all Parapet Walls, (totally wrap parapet wall with .060 Mill EPDM membrane) Curbs, Stacks, Pipe, and Drains etc.
11. Provide and Install .050 Aluminum Coping to Parapet Walls.
12. Provide and Install .050 Aluminum Fascia.
13. Debris will be removed and disposed from site on a daily basis.

Total Price Engine#15 – 200 Sip Avenue..... \$59,400.00

The scope of work is detailed below:

Engine # 17-255 Kearny Avenue

1. Remove six (6) skylights towards the front of the building, frame and (*double 5/8" plywood*) sheath to close openings.
2. Remove all Terra Cotta, including parapet shared with adjacent property owner.
3. Install ½" Plywood to all parapet walls, mechanically fastened to wall.
4. Fabricate, install and flash new curb for existing HVAC unit on roof. City of Jersey City to coordinate with HVAC.
5. Completely remove existing roof system down to the existing roof deck. Remove existing Base Flashing, Insulation, and Metal Fascia etc.
6. Note: Engine #17 has three separate roof elevations consisting of wood, metal and concrete deck.
 - a. Metal Deck: Provide and Install over existing deck 2" ISO Flat Insulation over entire roof area. Install ¼" Tapered ISO Insulation between Roof Drains only with Mechanical Fasteners.
 - b. Concrete Deck: Provide and Install over existing deck 2" ISO Flat Insulation over entire roof area. Install ¼" Tapered ISO Insulation between Roof Drains with insulation adhesive 12" off center.
 - c. Wood Deck: Provide and Install over existing deck Tapered ISO Insulation with ¼" slope per foot and min. 1 1/2" with mechanical fasteners.
7. Where water is ponding provide and install Full Tapered ISO Insulation with ¼" slope per foot and 1 ½" minimum. Approximate area in questions is 40' X 33'.
8. Provide and install .060 non reinforced EPDM Membrane with 3" Factory Seam Tape (color black) adhered with LowVoc Bonding Adhesive.
9. Provide and install 4" new Aluminum Retrofit Drains.
10. Provide and install Base Flashing at all parapet walls (totally wrapping up the walls, terminating under the new metal coping with .060 EPDM membrane) Curbs, Stacks, Pipes, Drains, and HVAC Curb etc.
11. Provide and install .050 Aluminum Coping.
12. Debris will be removed and disposed from site on a daily basis.

Total Price Engine # 17-255 Kearny Avenue..... \$162,000.00

A full submittal package is available for submission upon approval. Please feel free to contact our office with any questions you may have. Thank you for the opportunity to provide our services.

**EEO/AFFIRMATIVE
ACTION
REQUIREMENTS
CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction
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@icnj.org

(REVISED 4/13)

EXHIBIT B (1 of 4)
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
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 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 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 Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

Exhibit B (2 of 4)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, 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. 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 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 hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines 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 Dept. of LWD, Construction EEO Monitoring Program, 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;

Exhibit B (4 of 4)

(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;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) 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 Dept. of LWD, Construction EEO Monitoring Program. 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.

(iii) 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 (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) 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 Dept. of LWD, Construction EEO Monitoring Program.

(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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

Exhibit B (Continuation)

(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, 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

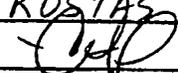
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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): KOSTAS GEORGIADIS, VICE PRESIDENT

Representative's Signature: 

Name of Company: NJK CONTRACTORS INC.

Tel. No.: 718-331-9419

Date: 9/30/2013

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

The contractor and the 30th of SEPT. 2013, (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): KOSTAS GEORGIADIS, VICE PRESIDENT
Representative's Signature: [Signature]
Name of Company: NTK CONTRACTORS INC
Tel. No.: 78-331-9419 Date: 9/30/2013

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 : NJK CONTRACTORS INC.
Address : 50 BAY 7TH STREET BROOKLYN, NY. 11228
Telephone No. : 718-331-9419
Contact Name: KOSTAS GEORGIADIS

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.

DIVISION OF PURCHASING COPY

Form MWBE 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
Office of Equal Opportunity/Affirmative Action

Project: ENGINE #15 & ENGINE #17 # EMERGENCY ROOF REPL.

Contractor: NJK CONTRACTORS INC. Bid Amt. \$ 221,400.00

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

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
ROOFING MATERIAL	45,000.00	✓		

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 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project ENGINE #15 & ENGINE #17 EMERGENCY ROOF

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 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 Owned Business Check appropriate column		
			Minority	Woman	Neither
NONE					

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

EQUAL OPPORTUNITY CONTRACTOR

Name of Contractor NJK CONTRACTORS INC

By: Signature [Signature]

Type or print name/title: KOSTAS GEORGIADIS

Telephone No: 718-331-9419 Date 9/30/2013

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

11/17/04

Taxpayer Identification# 061-326-553/000

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.

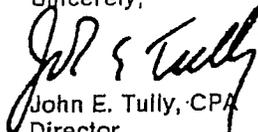
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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:

N.J.K. CONTRACTORS, INC.

ADDRESS:

9 DOROLEE DRIVE
EAST BRUNSWICK NJ 08816-2407

EFFECTIVE DATE:

12/01/93

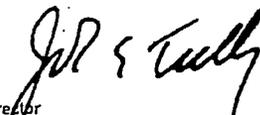
TRADE NAME:

SEQUENCE NUMBER:

1105340

ISSUANCE DATE:

11/17/04


Director

FORM-BRC(08-01)

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

**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 _____ (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: NJK CONTRACTORS INC.

Signed: [Signature] Title: VICE PRESIDENT

Print Name: KOSTAS GEORGIADIS Date: 9/30/2013

Subscribed and sworn before me
this 30 day of SEPT 2013
My Commission expires:

Koula Mamounas
(Affiant)
KOULA MAMOUNAS
(Print name & title of affiant) (Corporate Seal)

KOULA MAMOUNAS
Notary Public, State of New York
No. 01MA6030424
Qualified in Kings County
Commission Expires September 13, 20 17

**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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramohal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

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
NIKOLAOS HATZIS	3 APPLEBY LANE E. BRUNSWICK NJ 08816
KOSTAS GEORGIADIS	9 DOROLEE DRIVE E. BRUNSWICK NJ 08816

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: NJK CONTRACTORS INC.
Signed: [Signature] Title: VICE PRESIDENT
Print Name: KOSTAS GEORGIADIS Date: 9/30/2013

Subscribed and sworn before me this 30 day of SEPT, 2013

My Commission expires: 9/17/2017

[Signature]
(Affiant)
KOULA MAMOUNAS
(Print name & title of affiant) (Corporate Seal)

KOULA MAMOUNAS
Notary Public, State of New York
No. 01MA6030424
Qualified in Kings County
Commission Expires September 13, 20 17

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

City Clerk File No. Res. 13.691

Agenda No. 10.1

Approved: OCT 09 2013

TITLE:



RESOLUTION AUTHORIZING A SIXTH AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, Resolution 07-126 approved on February 14, 2007 awarded a professional services agreement in the amount of \$507,000.00 to The Goldstein Partnership (GP) for design and construction administration of the new West District Police Precinct; and

WHEREAS, this contract amount was subsequently increased by 5 additional change orders for additional services requested by the City of Jersey City (City) which were not part of the original contract; and

WHEREAS, the additional services involved the information technology infrastructure, expanded LEED consulting services, compliance with the 2009 International Building Codes (IBC), and perimeter footing drain design; and

WHEREAS, the additional change orders increased the total contract amount to \$941,092.35; and

WHEREAS, representatives from the Police Department made a variety of changes to the building design, to accommodate operations and procedures different from those from the original scope of work; and

WHEREAS, GP agrees to provide additional construction administration services for a sum not to exceed **SEVENTY-SIX THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$76,500.00)**; and

WHEREAS, this change order increases the total contract amount to **ONE MILLION SEVENTEEN THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS AND 35/100 (\$1,017,592.35)**

WHEREAS, the funds are available for this expenditure from Capital Account

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	85349	\$76,500.00

OCT 09 2013

TITLE:

RESOLUTION AUTHORIZING A SIXTH AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

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

- 1. a. The agreement with The Goldstein Partnership is amended to increase the contract amount by an additional **\$76,500.00**; and
- b. All other terms and conditions of the agreement shall remain in effect; and
- 2. 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 funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

PO # 85349

ab

September 30, 2013

9/24.10/13/13

APPROVED: James M. Madlen 10/1/13

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 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, 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]
Rafaelo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : September 30, 2013

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : West District Police Precinct
Project No. 2007-002
Re: Amending Resolution - The Goldstein Partnership

2013 OCT - 11 11:49
RECEIVED
CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

Due to changes made by representatives of the Police Department in the original scope of work, it is necessary to increase the contract with The Goldstein Partnership for additional construction administration services. These additional services are as follows:

- Replace the Lunch Room and Fitness Room with Operations Suite that had been shown in the Basement.
- Move Lunch Room and Fitness Room to the Basement and enlarge Fitness Room.
- Create new suite for Operation Cease Fire, including a Workroom with 8 workstations, a pair of small Locker Rooms, a Conference Room, an Interview Room, and an area to hold detainees awaiting questioning
- Provide a "detention-side" opening to the elevator shaft way at this level, to enable detainees to be transported safely from the First Floor to the Basement.
- Work with elevator subcontractor to modify the elevator's sequence of operations to provide the Police Department with the ability to control access to this elevator opening in a manner similar to the Detention Mode already approved for the other detention-side openings.
- Add a Computer Training Room to the Basement.
- Use half of the Archive Room which is closest to the Elevator as the new location of the Machine Room.
- Finish the rest of the Basement as a Multipurpose Room, one use of which will be to serve a dormitory during civil emergencies.

The attached amending resolution for your consideration reflects an extension of services for The Goldstein Partnership for the New West District Police Precinct.

ab
Attachment

c: Michael Razzoli, Director, Department of Public Works



CITY OF JERSEY CITY

DIVISION OF PURCHASING
1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306
TEL. NO. (201) 547-5155 FAX NO. (201) 547-6586

9/30/13

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM: <i>BFW</i> Brian F. Weller, L.L.A., Director	PURCHASE ORDER NO. 85349		
APPROVED:	REQUISITION NO.	R0132591	
	ORIGINAL AMOUNT	\$507,000.00	
DEPT./DIV. Public Works/Architecture	BUD. YEAR:	13	FUND: 04 G/L NO: 215
DATE: September 30, 2013	CAFR: 55	SUB LDGR: 838	OBJ: 990
VENDOR NAME The Goldstein Partnership	VENDOR NO. GO237840		

PLEASE [X] CHANGE [] CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 941,092.35 INCREASE BY \$ 76,500.00
- IT SHOULD BE \$ 1,017,592.35 DECREASE BY \$ _____
- BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____
- CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____
- VENDOR NUMBER IS WRONG: _____
IT SHOULD BE _____
- VENDOR NAME IS WRONG: _____
IT SHOULD BE _____
- VENDOR ADDRESS IS WRONG: _____
IT SHOULD BE _____
- SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

LGFS BATCH NO.

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

West District - New Police Precinct - Project No. 2007-002 - Additional Services for The Goldstein Partnership (see Amending Resolution attached).

BUYER: _____
REMARKS: _____

PETER FOLGADO
PURCHASING DIRECTOR

COPY:	A - FOR 6 TH COPY OF P.O.	B - FOR ACCTS. & CONTROL	C - BATCH COPY
	D - FOR PURCHASING	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

THE GOLDSTEIN PARTNERSHIP FOUNDED IN 1953
ARCHITECTS
PLANNERS
EXPERTS
CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS
THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

August 22, 2013, Rev. 09/16/13
Page 1 of 5

Brian Weller, Acting Chief Architect
Division of Architecture
CITY OF JERSEY CITY
575 Route 440, 2nd Floor
Jersey City, New Jersey 07305

Re: New West District Precinct
JERSEY CITY POLICE DEPARTMENT
City of Jersey City
Project No. 2007-002

Dear Mr. Weller,

As you are aware, we have been requested by representatives of the Police Department to make a variety of changes to the building design, to accommodate operations and procedures different from those upon which our original design was based. Under our Agreement with the City of Jersey City, such changes are compensable as Additional Services. The purpose of this letter is to describe those changes and the Additional Fees associated with them.

SCOPE OF THE WORK:¹

- **Second Floor:**
 - Around the Rotunda, replace the Lunch Room and Fitness Room with the Operations Suite that had been shown in the Basement.
- **Basement:**
 - In the back corner of the building, replace the Operations Suite (which will be moved to the front corner of the Second Floor) with the Lunch Room and the Fitness Room (that had been on the Second Floor). Also, enlarge the Fitness Room.
 - Create a new suite for Operation Cease Fire, including a Workroom with 8 workstations, a pair of small Locker Rooms, a Conference Room, an Interview Room, and an area to hold detainees awaiting questioning.
 - Provide a "detention-side" opening to the elevator shaftway at this level, to enable detainees to be transported safely from the First Floor to the Basement. Work with the Elevator Subcontractor to modify the elevator's Sequence of Operations to provide the Police Department with the ability to control access to this elevator opening in a manner similar to the Detention Mode already approved for the other detention-side openings.
 - Add a Computer Training Room to the Basement.
 - Use half of the Archive Room which is closest to the Elevator shaft as the new location of the Machine Rm.
 - Finish the rest of the Basement as a Multipurpose Room, one use of which will be to serve a dormitory during civil emergencies.

¹ Based, in general, on the attached Preliminary Plans of the proposed changes, but subject to refinement in light of recent suggestions received from Mr. Javier of your office, as well as any comments received from the Police Department.

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NARRATIVE:

We have discussed these changes in detail with our Consulting Mechanical and Electrical Engineers. They report that making the changes identified above for the Second Floor will be relatively easy and straightforward to make, but that the changes identified for the Basement will require that much of that floor's systems be re-engineered. The installation of ductwork in the Basement is nearly complete. The proposed changes will not only necessitate rebuilding or replacing much of that ductwork, but will require the addition of at least one air-handling unit to serve the added spaces.

Throughout our work, to help minimize the construction costs and time delays potentially associated with these changes, we and our Consulting Engineers will endeavor to reuse items that have already been fabricated, including, to the greatest extent possible:

- door, frames, and hardware,
- ductwork and terminal devices, and
- metal specialties.

The following example helps to illustrate one of the reasons why making the requested revisions to the Plans will require more time than might otherwise be expected: In the original Basement Plan, a hollow metal window wall had been detailed for the entrance to the Operations Suite at the rear corner of the building. It is our intention to reconfigure the components of that assembly to serve as the entrance wall of the same cluster of offices in its new location at the front corner of the Second Floor. However, since the size and shape of the new suite entrance is different from the original suite entrance, and since these components have already been fabricated, we will have to re-review the approved shop drawings, and then provide the Contractor with detailed instructions as to how to rearrange the parts he already has.

Similar information will have to be provided for the relocation of doors (some of which will likely move from one floor of the building to another), and the reassignment of hardware. (While it is our objective to reuse as many as possible of the fabricated but not yet installed doors and frames, we fully expect there to be the need for a few additional ones (including several security doors for the portion of the Cease Fire offices designated for detainee occupancy).

If you compare the proposed Basement Plan to the current one, you will see that, with the exception of "infrastructure" elements (such as stairs and toilet rooms) the majority of the Basement is to be reconfigured. That, in combination with the increased HVAC loads associated with the enlarged Fitness Center, means that the HVAC design of the Basement essentially has to be redone. In addition, the portion of the LEED-related Energy Model relating to the Basement has to be rebuilt and rerun.

Because the future uses of the unfinished portions of the Basement could not be predicted at the time of our original design work, there was no way to select HVAC equipment to serve those areas. The sizing of that unit and the ductwork associated with it, were left for the future. However, room was provided to accommodate the associated interior equipment. With the decision to fit-up a major portion of the unfinished area, the future is here now.

In addition to plans of the proposed changes, our MEP must also prepare Demolition Plans, since much of the rough mechanical and electrical work has already been completed. The Demolition Plans will also greatly assist in the evaluation of Change Order Proposals that the Contractor submits in response to these changes. (Because the bulk of the proposed changes occur in areas which are currently unpartitioned, dedicated Architectural Demolition Plans can probably be avoided.)

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There will also be some new submittals to review, such as for the additional HVAC equipment needed to condition the finished area added to the Basement. Revised door, frame, and hardware shop drawings will have to be reviewed, to confirm the Contractor's understanding of the impact of all of the changes on those aspects of his work.

Although the changes are largely confined to the Basement, it turns out that fully 2/3 of the MEP drawings on the project (at least 18 out of a total of 27 MEP drawings, involving Plumbing, HVAC, Fire Protection, and Electrical, plus the creation of Demolition Plans) will have to be revised to one degree or another. Various equipment schedules will also be affected.

Since the project's construction work is ongoing, the sooner the revised Drawings can be issued to the Contractor, the less they are likely to cost and the shorter the time extension to which the Contractor will be entitled. Our Engineers are prepared to complete their work 3 weeks after they authorized to proceed and furnished with approved backgrounds.

PROFESSIONAL FEES:

We proposed a fixed Additional Fee of \$xxxxx to make these changes. See the spreadsheet below for a breakdown of this Additional Fee. The balance left in our current contract, for Reimbursable Expenses, appears to be adequate, as is.

Firm	Aspect	Additional Fee
TGP	Architecture: Design & Meetings	\$6,000
	Architecture: Project Management/Coordination	\$6,000
	Architecture: Added generator and sleeping quarters, incl. coordination	\$3,500
	Architecture: CAD	\$4,000
	Allowance for 3 Add'l Months of Const. Admin.	\$15,000
Omdex	Mech/Elec Engineering: 1st set of changes	\$15,000
	Mech/Elec Engineering: 2nd set of changes (sleeping quarters)	\$4,000
	Engineering for 2nd Generator	\$5,000
	LEED Revisions to MEP Aspects: 1st set of changes	\$6,500
	LEED Revisions to MEP Aspects: 2nd set of changes	\$1,000
Concord	Energy Modeling Revisions	\$3,500
	Commissioning of added HVAC Equipment	\$4,500
	Commissioning of 2nd Generator	\$2,500
	TOTAL	\$76,500

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ASSUMPTIONS UNDERLYING THIS PROPOSAL:

- 1. Modifications to Emergency Power Systems:** We understand that the City now wishes to have the existing Emergency Generator, if possible, power all of the electrical equipment and devices in the building. The Fees to engineer a second generator, to pick up those loads that cannot be accommodated with the first generator, are listed in the spreadsheet above. As an alternative, it appears that the Building Management System (BMS) is capable of cycling the air-conditioning compressors to keep them from overloading the capacity of the existing generator. If the City elects to go with this approach, rather than adding a second generator, the fee quoted above will be reduced by \$3,000.
- 2. Modifications to Paving Materials:** As per prior correspondence, our Site Engineer and Landscape Architect have recommended that the specified "streetprint" material be changed, as this material has not weathered well in similar recent installations. Once you decide among the alternatives that they have suggested, any additional engineering fees will be quantified in a separate proposal.
- 3. Modifications to Site Plan:** At our recent meeting with representatives of the Police Department and the City, there was a discussion about modifying the traffic patterns and street lighting on the streets surrounding the site. It is assumed that any and all revisions to the Site Plan will be handled by the Division of Architecture (as it was previously agreed would be the case with the modifications to the park along MLK Blvd., to allow Police vehicles to cross it).
- 4. Modifications to Technology Systems:** We anticipate that the changes outlined in this Proposal will require changes to the Technology Systems in the building. These are in addition to the various changes that have been requested in these systems over the past several months. Once the impact of the current changes on those systems has been determined, a separate proposal will be issued covering that additional engineering and its coordination. For planning purposes, we anticipate that the Additional Fees for these services will total less than \$10,000.
- 5. Additional Construction Administration Services:** We have allowed, in the above spreadsheet, for 3 additional months of Construction Administration Services. In the unlikely event that these changes result in a time extension greater than that, allow an additional \$5,000 per month.
- 6. Additional Structural Engineering:** It is assumed that no additional Structural Engineering will be required to effectuate the changes outlined in this Proposal.

Much of the Basement was left unfinished in order to give the Police Department some room to grow and/or to accommodate changing requirements. Although most people probably didn't expect these sorts of changes so soon, nobody should be surprised that some sorts of changes are happening, especially since the current design is already nearly 7 years old.

Because of the impact of the changes outlined in this Proposal on the cost and duration of the ongoing construction, it is critical that the City decide, as quickly as possible, whether it wishes to proceed with these changes.

THE GOLDSTEIN PARTNERSHIP

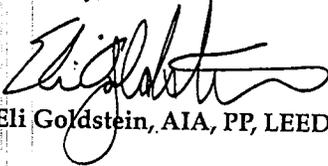
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I trust that this Proposal includes the information that the City needs in order to make an informed decision. Should you have any questions, please don't hesitate to call.

Sincerely,



Eli Goldstein, AIA, PP, LEED, Managing Partner

Attachments

cc: Joseph Javier, RA

(REVISED 4/13)

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.

EXHIBIT A (Continuation)

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)

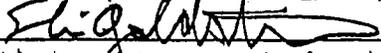
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such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

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): ELIOT W. GOLDSTEIN, AIA, MANAGING PARTNER
Representative's Signature: 
Name of Company: THE GOLDSTEIN PARTNERSHIP
Tel. No.: (973) 761-4550 x12 Date: 09/30/13

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: ELIOT W. GOLDSTEIN, AIA, MANAGING PARTNER
Representative's Signature: [Signature]
Name of Company: THE GOLDSTEIN PARTNERSHIP
Tel. No.: (973) 761-4550 x 12 Date: 09/30/13

**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 : THE GOLDSTEIN PARTNERSHIP
Address : 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040
Telephone No. : (973) 761-4550 X12
Contact Name : ELIOT W. GOLDSTEIN, AIA, MANAGING PARTNER

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.

OFFICE OF EQUAL OPPORTUNITY 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: THE GOLDSTEIN PARTNERSHIP

Address: 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040

Telephone No.: (973) 761-4550 x12

Contact Name: ELIOT W. GOLDSTEIN, AIA, MANAGING PARTNER

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.

DIVISION OF PURCHASING COPY

**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 ~~THE GOLDSTEIN PARTNERSHIP~~ (name of business entity), has not made any reportable contributions in the **one-year period preceding 10/09/13 (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 ~~THE GOLDSTEIN PARTNERSHIP~~ (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: THE GOLDSTEIN PARTNERSHIP

Signed: [Signature] Title: MANAGING PARTNER

Print Name: ELIOT W. GOLDSTEIN Date: 09/30/13

Subscribed and sworn before me
this 30 day of Sept, 2013.
My Commission expires:

[Signature]
BENJAMIN PERDMUTTER
AN ATTORNEY AT LAW OF NEW JERSEY
(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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavaro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

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
ELIOT W. GOLDSTEIN	570 OVERHILL RD. SOUTH ORANGE, NJ 07079

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: THE GOLDSTEIN PARTNERSHIP
 Signed: [Signature] Title: MANAGING PARTNER
 Print Name: ELIOT W. GOLDSTEIN Date: 09/30/13

Subscribed and sworn before me this 20 day of Sept, 2013


 BENJAMIN PERLMUTTER
 AN ATTORNEY AT LAW OF NEW JERSEY
 (Print name & title of affiant) (Corporate Seal)

My Commission expires:

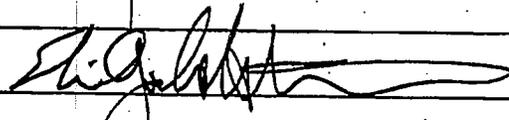
PUBLIC DISCLOSURE INFORMATION

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
ELIOT W. GOLDSTEIN	570 OVERHILL RD SOUTH ORANGE, NJ 07079	99%

SIGNATURE: _____



TITLE: _____

MANAGING PARTNER OF
THE GOLDSTEIN PARTNERSHIP

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 30 September OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 BENJAMIN PERLMUTTER
AN ATTORNEY AT LAW OF NEW JERSEY

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLDSTEIN JAMES
Trade Name: THE GOLDSTEIN PARTNERSHIP
Address: 515 VALLEY STREET STE 110
MAPLEWOOD, NJ 07040-1391
Certificate Number: 0098260
Effective Date: April 01, 1973
Date of Issuance: February 04, 2013

For Office Use Only:
20130204151625764

[Redacted]

State of New Jersey
Department of the Treasury
Division of Consumer Affairs

Registration No. 12953

Certification 12953

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 NOV 2005 to 15 NOV 2013

THE GOLDSTEIN PARTNERSHIP
67-71 EAST WILLOW STREET
MILLBURN NJ 07041



[Handwritten Signature]

Acting State Treasurer

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

City Clerk File No. Res. 13.692

Agenda No. 10.M

Approved: OCT 09 2013

TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO DRESDNER ROBIN & ASSOCIATES FOR DAMAGE ASSESSMENT REPORTS OF CITY HALL AND GRUNDY PIER 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 there was an urgent need for Damage Assessment Reports for post Hurricane Sandy work to meet FEMA mandated deadline at City Hall Building and Grundy Pier; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, it is necessary to have the Damage Assessment Report as soon as possible as it is necessary to protect and promote the public health, safety and welfare; 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 repairs is \$65,422.12; and

WHEREAS, these funds are available in the Hurricane Sandy Capital Fund Account.

<u>PO #</u>	<u>Account No.</u>	<u>Amount</u>
111277	01-272-55-000-044	\$65,422.12

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 Dresdner Robin & Associates, 371 Warren Street, POB 38, Jersey City, New Jersey 07302 is made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for damage assessment reports of post Hurricane Sandy work needed to meet FEMA mandated deadline is hereby ratified;
- 2) the total cost of the emergency contract is \$65,422.12;
- 3) the Director 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)

OCT 09 2013

TITLE:

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO DRESDNER ROBIN & ASSOCIATES FOR DAMAGE ASSESSMENT REPORTS OF CITY HALL AND GRUNDY PIER 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.

Approved by Peter Folgado, Purchasing Agent, QPA, RPPO

Donna Mauer, CFO

PF/pv
9/24/13

9-A-10/3/13
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 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
111277

REQUISITION # **0163543**
 BUYER **EMERGRESO**

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

DATE: **09/24/2013** VENDOR NO: **DR165740**

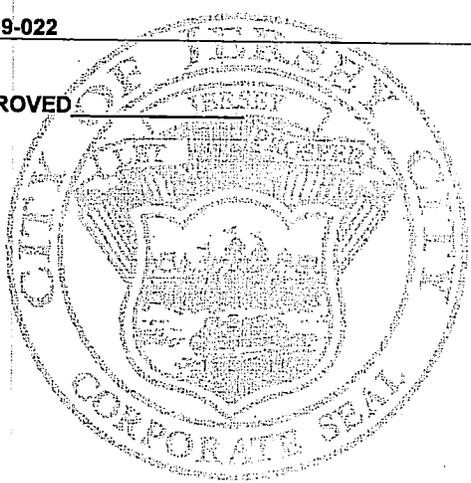
VENDOR INFORMATION

DRESDNER ROBIN & ASSOCIATES
371 WARREN STREET
P.O. BOX 38
JERSEY CITY NJ 07302

DELIVER TO
ARCHITECTURE
575 ROUTE 440

JERSEY CITY NJ 07305

BILL TO
ARCHITECTURE
575 ROUTE 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	REP	DAMAGE ASSESSMENT FOR POST HURRICANE SANDY WORK TO MEET FEMA MANDATED DEADLINE AT CITY HALL AND GRUNDY PIER 13-0680, DR PROJECT#: 00769-022	01-272-55-000-044	65,422.1200	65,422.12
		RESO _____, APPROVED _____			

TAX EXEMPTION NO. **22-6002013**

PO Total 65,422.12

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

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

Original Copy

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY

DIVISION OF ARCHITECTURE

575 ROUTE 440, SECOND FLOOR
JERSEY CITY, NEW JERSEY 07305
Ph. (201) 547-5900 Fax (201) 547-5806

LETTER OF
TRANSMITTAL

To: Peter Folgado, Director	Date: September 27, 2013
Division of Purchasing	Project Name: Engine Co. #15 and
1 Journal Square, Second Fl.	Engine Co. #17 - Emergency Roof Replacement
Jersey City, New Jersey 07307	Project No.: 2013-022

WE TRANSMIT:

- herewith under separate cover via
 in accordance with your request

FOR YOUR:

- approval distribution to parties information
 review & comment record/file
 use

THE FOLLOWING:

- Drawings Shop Drawings Prints Labor and Material Payment Bond
 Specifications Shop Drawings Reproducibles Certificate of Insurance
 Change Order Performance Bond

COPIES	DATE	NO.	DESCRIPTION
1			Performance Bond
1			Labor and Material Payment Bond
1			Certificate of Liability Insurance

Remarks: As per your request, attached are the required insurance documents for NJK Contractors Inc. for the above referenced project.

SIGNED



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

Enclosures
ab

RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0163543

PO # 111277

DEPT/DIV: DPW/ARCHITECTURE

SUBJ: DAMAGE ASSESSMENT

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement		X								
EEO/AA Compliance		X								
BRC/Validation		X								
Pay-to-Play, Political Contribution/B.E.D.		X								
Legislative Fact Sheet/ Determination of Value		X								

BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts					
EEO/AA Compliance					
BRC/Validation					
Certification Regarding Suspension/Debarment					
Legislative Fact Sheet/ Determination of Value					

Notes:

Requisition #
0163543

CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

Requisition

Vendor
DRESDNER ROBIN & ASSOCIATES
371 WARREN STREET
P.O. BOX 38
JERSEY CITY NJ 07302
DR165740

Dept. Bill To
ARCHITECTURE
575 ROUTE 440

JERSEY CITY

Dept. Ship To
ARCHITECTURE
575 ROUTE 440
JERSEY CITY NJ 07305

Contact Info
Brian Weller , Dir
015475900.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REP	DAMAGE ASSESSMENT FOR POST HURRICANE SANDY WORK TO MEET FEMA MANDATED DEADLINE AT CITY HALL AND GRUNDY PIER 13-0680, DR PROJECT#: 00769-022 RESO _____, APPROVED _____	0127255000044000	65,422.12	65,422.12

Requisition Total 65,422.12

Req. Date: 09/24/2013

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #: RNS0129822

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

NJK Contractors Inc.
50 Bay 7th Street
Brooklyn, NY 11228

SURETY (Name and Principal Place of Business):

RLI Insurance Company
323 East 85th Street
New York, NY 10028

OWNER (Name and Address):

City of Jersey City
575 Route 440
Jersey City, NJ 07305

CONSTRUCTION CONTRACT

Date: September 18, 2013

Amount: Two Hundred Twenty One Thousand Four Hundred Dollars and No Cents (\$ 221,400.00*****)

Description (Name and Location):

Emergency Roof Repair at Engine #15, 200 Sip Avenue & Engine # 17, 255 Kearney Avenue, Jersey City, NJ.

BOND

Date (Not earlier than Construction Contract Date): September 19, 2013

Amount: Two Hundred Twenty One Thousand Four Hundred Dollars and No Cents (\$221,400.00*****)

Modifications to this Bond:

(X) None

() See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

NJK Contractors Inc.
50 Bay 7th Street
Brooklyn, NY 11228

Signature:

Name and Title: Kostas Georgiadis - Vice President

(Any additional signatures appear on page 3)

SURETY

Company:

(Corporate Seal)

RLI Insurance Company
323 East 85th Street
New York, NY 10028

Signature:

Name and Title: Thomas Constantakos
Attorney-in-Fact

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER:

Filos Agency Inc.
814 W. Beech Street
Long Beach, NY 11561

(516) 897-4546

OWNER'S REPRESENTATIVE (Architect Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference,

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4. with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses to perform its obligation under this Bond, whichever occurs first, if the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond,

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance of other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF: NEW YORK
COUNTY OF: Kings

ss.:

On this 23rd day of Sept 2013 before me personally came Kostas Georgiadis

to me known who, being duly sworn did depose and say that he resides at 9 Dorolee Drive
East Brunswick, NJ 08816

that he is the Vice-President of NJK Contractors Inc.

the corporation described in and which executed the forgoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Koula Mamounas
NOTARY PUBLIC
KOULA MAMOUNAS
Notary Public, State of New York
No. 01MA6030424
Qualified in Kings County
Commission Expires September 13, 2017

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF: _____
COUNTY OF: _____

ss.:

On this _____ day of _____ before me personally appeared _____ to me known and known to me by one of the members of the firm of _____

described in and who executed the foregoing instrument and he acknowledged to me that he executed the same and for the act and deed of said firm.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF: _____
COUNTY OF: _____

ss.:

On this _____ day of _____ before me personally appeared _____

to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:
Thomas Costantakos, Melanie Costantakos, Melissa Petrosino, jointly or severally

in the City of Long Beach, State of New York its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 6th day of August, 2013.



RLI Insurance Company

Roy C. Die

Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 19th day of September, 2013.

On this 6th day of August, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

Roy C. Die

Vice President





RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2011

Admitted Assets

Investments:	
Fixed maturities	\$ 360,216,858
Equity securities	895,451,357
Short-term investments	5,619,569
Real estate	6,347,944
Properties held to produce income	2,370,000
Cash on hand and on deposit	46,224,821
Other invested assets	1,000,000
Receivables for securities	0
Agents' balances	80,037,275
Investment income due and accrued	3,911,355
Funds held	4,000
Reinsurance recoverable on paid losses	3,973,908
Federal income taxes receivable	0
Net deferred tax asset	356,820
Electronic data processing equipment, net of depreciation	49,863
Receivable from affiliates	21,086,150
Other admitted assets	40,505,469
Total Admitted Assets	\$ 1,467,155,387

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 410,043,247
Unearned premiums	172,157,665
Accrued expenses	45,835,713
Funds held	2,189,332
Advance premiums	4,294,057
Amounts withheld	105,042,923
Ceded reinsurance premium payable	12,999,256
Payable for securities	0
Statutory penalties	631,000
Current federal & foreign income taxes	2,121,976
Federal income tax payable	0
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	0
Other liabilities	1,654,360
Total Liabilities	\$ 756,969,529
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	457,734,399
Total Surplus	\$ 710,185,858
Total Liabilities and Surplus	\$ 1,467,155,387

State of Illinois }
 County of Peoria }

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of New York and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2011.

Attest:



{ Corporate Seal Affixed }

Michael J. Stone President

 Cynthia S. Dohm Assistant Secretary

Sworn to before me this 28th day of February, 2012.



{ Notarial Seal Affixed }

Jacqueline M. Bockler Notary Public, State of Illinois



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2013

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 Filas Agency Inc. 814 W. Beech Street Long Beach, NY 11561	CONTACT NAME: PHONE (A/C, No, Ext): (516) 897-4546 305 FAX (A/C, No): (516) 897-8920 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED NJK Contractors Inc. 50 Bay 7th Street Brooklyn, NY 11228	INSURER A: Burlington NAIC # 23620	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Aggre		HGL0035299	7/2/2013	7/2/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job Locations: 200 Sip Ave. & 255 Learney Ave., Jersey City, NJ.

CERTIFICATE HOLDER City of Jersey City 575 Route 440 Jersey City, NJ 07305	CANCELLATION 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 



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAAA 061326553
NJK CONTRACTORS INC
50 BAY 7TH STREET
BROOKLYN NY 11228

POLICYHOLDER
NJK CONTRACTORS INC
50 BAY 7TH STREET
BROOKLYN NY 11228

CERTIFICATE HOLDER
CITY OF JERSEY CITY
575 ROUTE 440
JERSEY CITY NJ 07305

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
G 1260 801-4	771230	04/01/2013 TO 04/01/2014	9/19/2013

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1260 801-4 UNTIL 04/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 164232711



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:
Thomas Costantakos, Melanie Costantakos, Melissa Petrosino, jointly or severally

in the City of Long Beach, State of New York its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 6th day of August, 2013.



RLI Insurance Company

Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

On this 6th day of August, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 19th day of September 2013

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public



RLI Insurance Company

Roy C. Die Vice President



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2011

Admitted Assets

Investments:	
Fixed maturities	\$ 360,216,858
Equity securities	895,451,357
Short-term investments	5,619,569
Real estate	6,347,944
Properties held to produce income	2,370,000
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Receivable from affiliates	21,086,150
Other admitted assets	40,505,469
Total Admitted Assets	\$ 1,467,155,387

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 410,043,247
Unearned premiums	172,157,665
Accrued expenses	45,835,713
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Advance premiums	4,294,057
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Federal income tax payable	0
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	0
Other liabilities	1,654,360
Total Liabilities	\$ 756,969,529
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	457,734,399
Total Surplus	\$ 710,185,858
Total Liabilities and Surplus	\$ 1,467,155,387

State of Illinois }
 County of Peoria }

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of New York and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2011.

Attest:



{ Corporate Seal Affixed }

Michael J. Stone President

 Cynthia S. Dohm Assistant Secretary

Sworn to before me this 28th day of February, 2012.



{ Notarial Seal Affixed }

Jacqueline M. Bockler Notary Public, State of Illinois



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

~~KNOW ALL MEN BY THESE PRESENTS: that~~

NJK Contractors Inc.
50 Bay 7th Street
Brooklyn, NY 11228

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

RLI Insurance Company
323 East 85th Street
New York, NY 10028

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Jersey City
575 Route 440

(Here insert full name and address or legal title of Owner)

Jersey City, NJ 07305

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Two Hundred Twenty One Thousand Four Hundred Dollars and No Cents*****

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$221,400.00*****),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated September 18, 2013, entered into a contract with Owner for

(Here insert full name, address and description of project)

Emergency Roof Repair at Engine #15, 200 Sip Avenue & Engine # 17, 255 Kearney Avenue, Jersey City, NJ

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

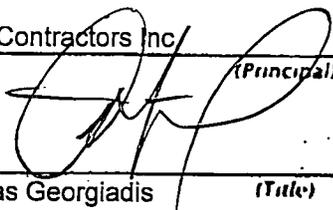
b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) ~~Other than in a state court of competent jurisdiction~~ in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 19th day of September, 2013

NJK Contractors Inc


(Principal) (Seal)
Kostas Georgiadis (Title) Vice President

Witness

RLI Insurance Company


(Surety) (Seal)
Thomas Costantakos (Title) Attorney-in-Fact

Witness

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF: New York
COUNTY OF: Kings

ss.:

On this 23rd day of Sept 2013 before me personally came
Kostas Georgiadis to me known who,

being duly sworn did depose and say that he resides at 9 Dorolee Drive
East Brunswick, NJ 08816

that he is the Vice-President of NJK Contractors Inc.

the corporation described in and which executed the forgoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Koula Mamounas

NOTARY PUBLIC

KOULA MAMOUNAS MAMOUNAS
Notary Public, State of New York
No. 01MAG030424
Qualified in Kings County
Commission Expires September 13, 20 17 20

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF: _____
COUNTY OF: _____

ss.:

On this _____ day of _____ before me personally
appeared _____ to me known and
known to me by one of the members of the firm of _____

described in and who executed the
foregoing instrument and he acknowledged to me that he executed the same and for the
act and deed of said firm.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF: _____
COUNTY OF: _____

ss.:

On this _____ day of _____ before me personally
appeared _____

to me known and known to me to be the person described in and who executed the
foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF SURETY

STATE OF New York

COUNTY OF Nassau

ON THIS 19th DAY OF September , 2013 BEFORE ME
PERSONALLY CAME Thomas Costantakos TO ME
KNOWN, WHO, BEING BY ME DULY SWORN DID DEPOSE AND SAY THAT
HE RESIDES AT Long Beach, New York 11561
THAT HE IS THE Attorney-in-Fact OF THE
 RLI Insurance Company , THE CORPORATION

DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT;
THAT HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE
SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT
IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID
CORPORATION; AND THAT HE SIGNED HIS NAME THERETO BY LIKE
ORDER.



NOTARY PUBLIC
Richard Klein
Notary Public, State of New York
No. 01KL6215682
Qualified in Nassau County
Commission Expires January 4, 2014



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:DRESDNER ROBIN ENVIRONMENTAL
MANAGEMENT, INC.**Trade Name:****Address:**371 WARREN ST PO BOX 38
JERSEY CITY, NJ 07303-0038**Certificate Number:**

0104629

Effective Date:

June 12, 1992

Date of Issuance:

September 24, 2013

For Office Use Only:

20130924130835488

Dresdner Robin
PO Box 38
Jersey City, NJ 07303-0038

INVOICE

Mr. Brian Weller
Jersey City Division of Architecture
575 Route 440
Jersey City, NJ 07305

FEMA Reports

Invoice #: 13-0680
Invoice Date: 08/16/2013

DR Project #: 00769-022
Client Project #:

This is Dresdner Robin's invoice for professional services rendered through August 15, 2013 for FEMA Reports.

Subtask

EG-01 - Post Sandy FEMA reports	\$14,275.00
Direct Labor Consulting Fees:	\$14,275.00
Reimbursable:	\$211.48
Sub-Consultant:	\$50,935.64
This Invoice (#13-0680) Total:	\$65,422.12

Payment Address:
Attn: Accounts Receivable
Dresdner Robin Inc.
PO Box 38
Jersey City, NJ 07303-0038

Payment Due Upon Receipt.
Please make checks payable to "Dresdner Robin", and reference invoice #13-0680.

Should you have any questions, please do not hesitate to contact the project manager:

Ryan Meltzer at 201-217-9208 x0.

Previous Balance:	\$0.00
This Invoice:	\$65,422.12
Current Balance:	\$65,422.12

2013 JUN 26 PM 1:36
DIVISION OF ARCHITECTURE

Account Inquiry Details

**** Liability Account ****

Fund **1** CURRENT FUND
 G/L **272** RESERVES
 Cnfr **55** OTHER LIABILITIES
 Subsidiary
 Line Item **44** HURRICANE SANDY CAPITAL
 Sort Code
 Year/Period **2013 / 9** View in Ascending Order
 View in Descending Order
 Clg. Year/Period /

Starting Debit Balance **00.**
 Starting Credit Balance **8,140,706.03**
 Beginning Balance **8,140,706.03**
 YTD Debits **2,527,384.70**
 YTD Credits **8,218,295.41**
 Open Encumbered ** **475,000.41**
 Ending Balance **5,690,910.71**

Double-Click On An Item Below To View All Details of Corresponding Transaction

Doc	Dr	Date	Proj	Vendor Name	Invoice #	Description	Debit Amount	Credit Amount
VR	9	9/25/2013	110506	VIC ELECTRIC INC	3016	CITY HALL - ELECT	23,695.00	.00
VR	9	9/25/2013	110505	VIC ELECTRIC INC	3018	CITY HALL - ELECT	15,174.00	.00
VR	9	9/25/2013	110504	VIC ELECTRIC INC	3017	CITY HALL - ELECT	25,879.00	.00
VR	9	9/11/2013	110720	MACO OFFICE SUP	180563	CABINETS	1,596.00	.00
VR	7	7/31/2013	108995	T&M ASSOCIATES	DAP2321	MILL CREEK BRID	35,810.07	.00
VR	7	7/31/2013	109982	PERSISTENT CONS	1	JERSEY AVE PED B	500,572.24	.00
VR	7	7/17/2013		LOUIS GARGIULO		REIMBURSEMENT	8,108.09	.00
VR	7	7/17/2013	109584	DELL MARKETING	XJ53W4X	BACKUP POWER	15,187.84	.00
VR	7	7/17/2013	109540	PAPER CLIPS, INC.	040009	WARDROBE CABIN	7,744.00	.00
VP	6	6/19/2013	109390	NADLER MODULAR		MATRLS SANDY	93,100.93	.00
VR	6	6/19/2013	109639	CITY ELECTRIC SU	*	LINCOLN PARK WE	29,716.03	.00
VR	6	6/19/2013	109765	HAUPTMAN FLOOR	1542	LABOR	1,524.00	.00
VR	6	6/19/2013	109803	FASTENAL COMPA	NJER451	SAFETY CABINET/	392.27	.00
VR	5	5/29/2013	108995	T&M ASSOCIATES	DAP2278	MILL CREEK BRID	41,878.00	.00
VR	5	5/29/2013	108995	T&M ASSOCIATES	DAP2261	MILL CREEK BRID	4,504.50	.00
VR	5	5/29/2013	109420	DOCUMENT REPRO	20120870	DOCUMENT CLEAN	22,800.39	.00
VR	5	5/29/2013	109420	DOCUMENT REPRO	20120870	DOCUMENT CLEAN	31,069.23	.00

FEMA Reports

Invoice #: 13-0680
Invoice Date: 08/16/2013

DR Project #: 00769-022
Client Project #:

Consulting Fee Detail

Task EG-01 - Post Sandy FEMA reports

- Damage Assesment Reports for Grundy Pier, Penninusula Park and City Hall.
- Damage Reports sent to city on 7.19.13, delivery on 7.22.13

Direct Labor	Rate	Hours	
Technician	55.00	5.00	\$275.00
Professional I	80.00	70.00	\$5,600.00
Professional IV	112.00	75.00	\$8,400.00
Task EG-01 Labor Total:			\$14,275.00

Pass-Through Expense Detail

Reimbursables

Date	Vendor	Invoice	Amount
2013/08/02	RYAN MELTZER	080213	\$208.39
2013/08/02	RYAN MELTZER	080213	\$5.09
Raw Reimbursable Total:			\$211.48

Subconsultant

Date	Vendor	Invoice	Amount
2013/07/29	CHRISTIE ENGINEERING PC	13070-1	\$13,850.00
2013/08/05	HLW INTERNATIONAL LLP	13101-1	\$29,585.64
2013/08/13	FAITHFUL & GOULD	1212173	\$7,500.00
Raw Subconsultant Total:			\$50,935.64

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/lfmnu.shtm1).

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."

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: DRAGONER PAPER ENVIRONMENTAL MANAGEMENT, LMS

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:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name: <u>FRED WORSTEL</u>	Name:
Home Address: <u>30 OAK RIDGE ROAD</u> <u>PASQUO BLOOR, NC 27920</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 15th day of February, 2013

(Notary Public)

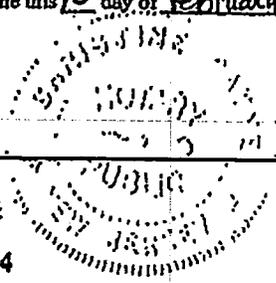
My Commission expires: _____

Christine Payne
(Affiant)

Christine Payne Notary & the/ops m g
(Print name & title of affiant)

(Corporate Seal)

CHRISTINE PAYNE
RY PUBLIC OF NEW JERSE
I.D. # 2386689
Commission Expires 6/18/2014



**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
FRAD WORSTAN	310 Oak Ridge Road, Parsippany Ridge, NJ 07920

Part 3 - Signature and Attestation:

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

Name of Business Entity: DRYSDALE ROVER SOLUTIONS/WEALTH MANAGEMENT, INC

Signature of Affiant: [Signature] Title: PRESIDENT

Printed Name of Affiant: FRAD WORSTAN Date: 2/15/2013

Subscribed and sworn before me this 15th day of February, 2013.

[Signature: Christine Payne]
(Witnessed or attested by)

My Commission expires:

CHRISTINE PAYNE
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2386689
Commission Expires 6/18/2014

(Seal)

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

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

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

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

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

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

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

~~~~~

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

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

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

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

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

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

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

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

**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 Wastell | 30 Oak Ridge Road<br>Pasikano Ridge, NJ 07920 | 45%     |
|              |                                               |         |
|              |                                               |         |
|              |                                               |         |
|              |                                               |         |

SIGNATURE :

*Fred Wastell*

TITLE:

*Pres SWORN*

*Christine Payne*  
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

*February 15<sup>th</sup>* OF 20*13*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

CHRISTINE PAYNE  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 2386689  
Commission Expires 6/18/2014

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

**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

**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): Fred Worstell

Representative's Signature: FRED WORSTELL

Name of Company: DESSNER ROBIN ENVIRONMENTAL MANAGEMENT, INC

Tel. No.: 201-277-7200 Date: 2/15/2013

**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): FRED WIDSTAD, PRESIDENT

Representative's Signature: 

Name of Company: DRESSER ROAD ENVIRONMENTAL MANAGEMENT, INC

Tel. No.: 201-217-9200 Date: 2/15/2013

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

The contractor and the President of Dresner Robin Environmental Mgmt Inc (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: FRED WORTSMAN, PRESIDENT

Representative's Signature: 

Name of Company: DANSDOR POTRUS ENVIRONMENTAL MANAGEMENT, INC.

Tel. No.: 201-217-9200 Date: 2/15/2013

**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: DRAGONAR ROBIN SWINARD MARITAL MANAGEMENT, INC

SIGNATURE: [Signature] DATE: 2/15/2013

PRINT

NAME: FRED WIDSTEIN TITLE: PRESIDENT

*NEW REVIEW*  
**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

*January 15, 2013*

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$15000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing this form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302rev.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302rev.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY: **0000000000**

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **50**

4. COMPANY NAME: **Dreschner Robin Environmental Management Inc.**

5. STREET: **371 Warren** CITY: **Jersey City** COUNTY: **Hudson** STATE: **NJ** ZIP CODE: **07302**

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: **4**

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: **50**

10. PUBLIC AGENCY AWARDDING CONTRACT: CITY: COUNTY: STATE: ZIP CODE:

Official Use Only: DATE RECEIVED: INVOICE DATE: ASSIGNED CERTIFICATION NUMBER: **6046**

**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>(Col. 2 & 3)                                                           | COL. 2<br>MALE | COL. 3<br>FEMALE | BLACK                                              | HISPANIC | AMER.<br>INDIAN | ASIAN | NON<br>M.N. | BLACK | HISPANIC | AMER.<br>INDIAN | ASIAN | NON<br>M.N. |
| Officials/Managers                             | 2                                                                                         | 1              | 1                |                                                    |          |                 |       | 1           |       |          |                 |       | 1           |
| Professionals                                  | 30                                                                                        | 26             | 4                |                                                    | 1        |                 |       | 25          |       | 1        |                 |       | 3           |
| Technicians                                    | 6                                                                                         | 5              | 1                |                                                    |          |                 |       | 5           |       |          |                 |       | 1           |
| Sales Workers                                  |                                                                                           |                |                  |                                                    |          |                 |       |             |       |          |                 |       |             |
| Office & Clerical                              | 1                                                                                         |                | 1                |                                                    |          |                 |       |             |       | 1        |                 |       |             |
| Craftworkers (Skilled)                         |                                                                                           |                |                  |                                                    |          |                 |       |             |       |          |                 |       | 1           |
| Operatives (Semi-skilled)                      |                                                                                           |                |                  |                                                    |          |                 |       |             |       |          |                 |       | 2           |
| Laborers (Unskilled)                           |                                                                                           |                |                  |                                                    |          |                 |       |             |       |          |                 |       |             |
| Service Workers                                |                                                                                           |                |                  |                                                    |          |                 |       |             |       |          |                 |       |             |
| <b>TOTAL</b>                                   | <b>39</b>                                                                                 | <b>32</b>      | <b>7</b>         |                                                    | <b>1</b> |                 |       | <b>31</b>   |       | <b>2</b> |                 |       | <b>5</b>    |
| Total employment from previous Report (if any) | 35                                                                                        | 25             | 10               | 3                                                  | 2        | 0               | 1     | 19          | 0     | 1        | 0               | 0     | 9           |
| Temporary & Part-time Employees                | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                    |          |                 |       |             |       |          |                 |       |             |
|                                                | 11                                                                                        | 7              | 4                | 0                                                  | 0        | 0               | 0     | 7           | 0     | 0        | 0               | 0     | 4           |

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: **11/06/12** To: **01/18/2013**

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR: **11 16 04**

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): **Christine Payne** SIGNATURE: *Christine Payne* TITLE: **HR Mgr** DATE: **01 30 2013**

17. ADDRESS NO. & STREET: **371 Warren St/Mail-PO Box 38** CITY: **Jersey City** COUNTY: **Hudson** STATE: **NJ** ZIP CODE: **07303** PHONE (AREA CODE, NO., EXTENSION): **201 - 217 - 9200**

**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: DEASONNA ROBIN SUNDENHARTER MANAGEMENT, LLC

Address: 371 WASHINGTON STREET, JERSEY CITY, NJ

Telephone No.: 201-217-9200

Contact Name: FRED WORSTEN

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: DUNSONAR ROAD ENVIRONMENTAL MANAGEMENT INC

Address: 371 LAUREL STREET, JERSEY CITY, NJ

Telephone No.: 201-217-9200

Contact Name: FRAN WASTAL

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**

**CERTIFICATION OF MICHAEL RAZZOLI**

I, Michael Razzoli, 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. There was a need for damage assessment for post Hurricane Sandy work to meet FEMA mandated deadline at City Hall Building and Grundy Pier.
3. Current conditions create dangerous condition for all those who work at these locations. On July 19, 2013, damage assessment reports were sent to the City from Dresdner Robin and Associates.
4. Further examination by Director Razzoli and Mr. Brian Weller, Director of Architecture, revealed that City Hall Building and Grundy Pier must be repaired immediately.
5. As Director of the Department of Public Works, I inspected these locations and determined that they are not in working conditions and must be fixed.
6. It is necessary to have this work performed as soon as possible because it posed a threat to public safety and this work is necessary to protect and promote the public health, safety and welfare.
7. Dresdner Robin and Associates submitted an invoice for \$65,422.12 for field inspection of City Hall Building and Grundy Pier to identify damage caused by Hurricane Sandy.
8. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized Dresdner Robin and Associates to provide post Sandy FEMA reports without further delay.
9. The total funds requested for this purpose is \$65,422.12.
10. 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: \_\_\_\_\_

9/24/13

  
\_\_\_\_\_  
Michael Razzoli  
Director of Department of Public Works

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

City Clerk File No. Res. 13.693

Agenda No. 10.N

Approved: OCT 09 2013

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAZ NURSERY, LLC, TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPT. 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 to supply and deliver various trees for the **Department of Public Works/Division of Park Maintenance**; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest bid being that from **Diaz Nursery LLC**, 6 Marigold Lane, Califon, NJ 07830, in the total bid amount of **One Hundred Three Thousand, Nine Hundred Fifty (\$103,950.00) Dollars**; and

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

**WHEREAS**, **One Hundred Three Thousand, Nine Hundred Fifty (\$103,950.00) Dollars**, will be budgeted for the 2013, 2014, 2015 and 2016 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of **Thirty Five Thousand (\$35,000.00) Dollars**; is available in the 2013 permanent budget in **Account No. 01-201-28-375-314**; and

**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.

#### **Department of Public Works/Park Maintenance**

| <b>Acct No.</b>   | <b>Purchase Order #</b> | <b>Amount</b>                      |
|-------------------|-------------------------|------------------------------------|
| 01-201-28-375-314 | 111362                  | Temp. Encumb \$35,000.00           |
|                   |                         | <b>Total Contract \$103,950.00</b> |

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2013, 2014, 2015 and 2016 permanent budget; 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.; and

City Clerk File No. Res. 13.693

OCT 09 2013

Agenda No. 10.N

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAZ NURSERY, LLC, TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPT. OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**WHEREAS**, the contract shall be for one (1) year and the City shall have an option to renew for two (2) additional one (1) year terms.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Diaz Nursery LLC**, 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

**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-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.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

**Department of Public Works/Park Maintenance**

|                   |                         |                                    |
|-------------------|-------------------------|------------------------------------|
| <b>Acct No.</b>   | <b>Purchase Order #</b> | <b>Amount</b>                      |
| 01-201-28-375-314 | 111362                  | Temp. Encumb \$35,000.00           |
|                   |                         | <b>Total Contract \$103,950.00</b> |

APPROVED Peter Folgado RPPS  
Peter Folgado, Purchasing Director, QPA, RPPO

8.A. 10/3/13

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 10.9.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | /   |     |      | YUN           | /   |     |      | RIVERA         | /   |     |      |
| RAMCHAL                                         | /   |     |      | OSBORNE       | /   |     |      | WATTERMAN      | /   |     |      |
| BOGGIANO                                        | /   |     |      | COLEMAN       | /   |     |      | LAVARRO, PRES. | /   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0162879

PO # 111367

DEPT/DIV: DPW/Park Maint.

SUBJ: Supply & Deliver  
Various Trees

## GOODS & SERVICES NON BIDS

*Amending      Emergency      EUS      GSA      Ordinance      Pay to Play      Prof Service      State Contract      Library      Resolution*

|                                                   |  |  |  |  |  |  |  |  |  |  |
|---------------------------------------------------|--|--|--|--|--|--|--|--|--|--|
| Quote/Proposal/Agreement                          |  |  |  |  |  |  |  |  |  |  |
| EEO/AA Compliance                                 |  |  |  |  |  |  |  |  |  |  |
| BRC/Validation                                    |  |  |  |  |  |  |  |  |  |  |
| Pay-to-Play, Political Contribution/B.E.D.        |  |  |  |  |  |  |  |  |  |  |
| Legislative Fact Sheet/<br>Determination of Value |  |  |  |  |  |  |  |  |  |  |

## BIDS

*Good & Services      Construction      RFP'S      RFQ'S      Resolution*

|                                                   |   |  |  |  |  |
|---------------------------------------------------|---|--|--|--|--|
| Proposal Page/Amounts                             | ✓ |  |  |  |  |
| EEO/AA Compliance                                 | ✓ |  |  |  |  |
| BRC/Validation                                    | ✓ |  |  |  |  |
| Certification Regarding Suspension/Debarment      | ✓ |  |  |  |  |
| Legislative Fact Sheet/<br>Determination of Value | ✓ |  |  |  |  |

Notes:

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RESOLUTION FACT SHEET  
OF BID RECEPTION

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAZ NURSERY, LLC, TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPT. OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION**

Cleveland Snow, Acting Director, Parks Maintenance

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:** Seven (7)

**DATE BIDS WERE PUBLICLY RECEIVED:** August 22, 2013

**NUMBER OF BIDS RECEIVED:** Three (3)

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

Various Trees for planting City Wide

**IN THE SPACE BELOW, PROVIDE DETAILED INFORMATION FOR:**

- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS AND THEIR
- (B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION RELEVANT TO THE BID RECEPTION):

|                                                                        | Grand Total Bid Price |
|------------------------------------------------------------------------|-----------------------|
| 1. Diaz Nursery LLC<br>6 Marigold Lane<br>Califon, NJ 07830            | \$103,950.00          |
| 2. Andy Matt, Inc.<br>P.O. Box 461<br>Wharton, NJ 07885                | \$136,950.00          |
| 3. Barbato Nursery Corp.<br>1600 Railroad Avenue<br>Holbrook, NY 11741 | \$111,120.00          |

COMMENTS (IF NECESSARY):

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

10.2.13  
Date \_\_\_\_\_

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED  
*Raquel Lozada*  
for PETER FOLGADO, DIRECTOR  
DIVISION OF PURCHASING

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

City Clerk File No. Res. 13.694

Agenda No. 10.0

Approved: OCT 09 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FIREMATIC SUPPLY COMPANY INC. UNDER GENERAL SALES ADMINISTRATION (GSA) FOR A RESCUE B.R.A.T. TRUCK FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE) UNDER THE PANYNJ PORT SECURITY GRANT CALENDAR YEAR 2013 FUNDING**

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

**WHEREAS**, the Jersey City Department of Public Safety (Fire) needs a **Brush Rapid Attack Truck (B.R.A.T.)**; and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, **Firematic Supply Company, Inc. POB 187, Yaphank, New York 11980**, is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract **Schedule 23V, Contract #GS-30F-0028U**; and

**WHEREAS**, **Firematic Supply Company, Inc. POB 187, Yaphank, New York 11980** submitted a quote in the total amount of **(\$199,961.71), One Hundred Ninety Nine Thousand, Nine Hundred Sixty One Dollars and Seventy One Cents for a Brush Rapid Attack Truck (B.R.A.T.)** for the Jersey City Department of Public Safety (Fire); and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

**WHEREAS**, the sum of **\$199,961.71** is available in **Account No. 02-213-40-227-314** which represents the **Federal & State Grant Fund Calendar Year 2013**;

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

1. Pursuant to N.J.S.A. 54:34-10.6 (c), a contract is awarded to **Firematic Supply Company, Inc. POB 187, Yaphank, New York 11980** the holder of **GSA Contract #GS-30F-0028U**, in the amount of **\$199,961.71** to provide a **Brush Rapid Attack Truck (B.R.A.T.)** for the Jersey City Department of Public Safety (Fire).
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.

(Continue to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FIREMATIC SUPPLY COMPANY INC. UNDER GENERAL SALES ADMINISTRATION (GSA) FOR A RESCUE B.R.A.T. TRUCK FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE) UNDER THE PANYNJ PORT SECURITY GRANT CALENDAR YEAR 2013 FUNDING**

3. The award of this contact shall be subject to the condition that the Firematic Supply Company, Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been 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, 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.

**Federal & State Grant Fund**

| Account No.       | Purchase Order | Amount       |
|-------------------|----------------|--------------|
| 02-213-40-227-314 | 111170         | \$199,961.71 |

Peter Folgado,  
 Director of Purchasing, QPA, RPPO

Donna Mauer  
 Donna Mauer,  
 Chief Financial Officer

PF/pv  
 9/16/13

g.a. 10/3/13

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 10.9.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of the 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:  

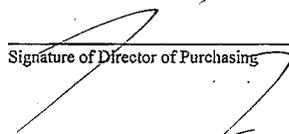
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BRUNSWICK COMMERCIAL AND GOVERNMENT PRODUCTS INC. UNDER GENERAL SALES ADMINISTRATION (GSA) FOR A RESCUE B.R.A.T. TRUCK FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE) UNDER THE PANYNJ PORT SECURITY GRANT CALENDAR YEAR 2013 FUNDING
2. Name and title of person initiating ordinance/resolution, etc.:  
James Shea, Director of Public Safety
3. Concise description of program, project or plan proposed in the ordinance/resolution:  
The purchase of a high water rescue truck
4. Reasons (need) for the proposed program, project, etc.:  

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BRUNSWICK COMMERCIAL AND GOVERNMENT PRODUCTS INC. UNDER GENERAL SALES ADMINISTRATION (GSA) FOR A RESCUE B.R.A.T. TRUCK FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE) UNDER THE PANYNJ PORT SECURITY GRANT CALENDAR YEAR 2013 FUNDING
5. Anticipated benefits to the community:  
This vehicle supports the marine units in urban water rescues to further protect the safety of the general public.
6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match an in-kind contributions): The cost of this GSA contract is (\$199,961.71) One Hundred Ninety Nine Thousand, Nine Hundred Sixty One Dollars and Seventy One Cents from the Port Security Grant Program for CBRNE maritime training and equipment.
7. Date the proposed program, or project will commence:  
Upon adoption by the Jersey City Municipal Council.
8. Anticipated completion date: N/A
9. Person responsible for coordinating proposed program, project, etc.:  
James Shea, Director of Public Safety.
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.

  
Signature of Department Director

9/17/2013  
Date

  
Signature of Director of Purchasing

9/20/13  
Date



**CITY OF JERSEY CITY**  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
**111170**

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0161958**  
**BUYER RESOGSA**

**DATE**      **VENDOR NO.**  
**09/16/2013**      **FI209453**

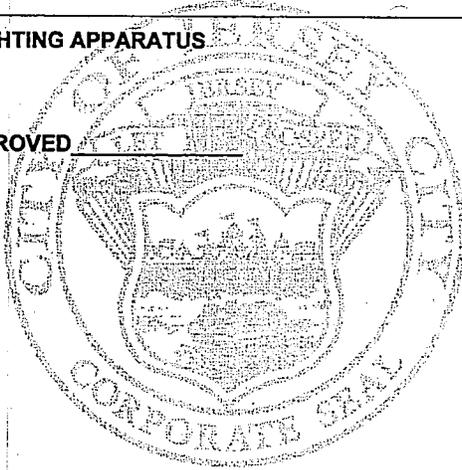
**VENDOR INFORMATION**

**FIREMATIC SUPPLY COMPANY INC.**  
**PO BOX 187**  
**YAPHANK NY 11980**

**DELIVER TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**  
**JERSEY CITY NJ 07302**

**BILL TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**  
**JERSEY CITY NJ 07302**

| QUANTITY | UNIT | DESCRIPTION                                                                                                                      | ACCOUNT NUMBER    | UNIT PRICE   | EXTENDED PRICE |
|----------|------|----------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|----------------|
| 1.00     | EA   | FIRE RESCUE TRUCK<br>4 DR, HI WATER RESCUE B.R.A.T. & ATTACHMENTS<br><br>MFR P/N #10240H<br><br>GSA NO. GS-30F-0028U, SOURCE 23V | 02-213-40-227-314 | 199,961.7100 | 199,961.71     |
|          |      | CATEGORY 190-01: FIRE FIGHTING APPARATUS & ATTACHMENTS                                                                           |                   |              |                |
|          |      | RESO _____, APPROVED                                                                                                             |                   |              |                |



**TAX EXEMPTION NO. 22-6002013**

**PO Total 199,961.71**

**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

**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

9/22/13

APPROVED BY ACCOUNTS & CONTROL

DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**\*\* Budget Account \*\***

|                  |          |                                                                                                 |                    |            |
|------------------|----------|-------------------------------------------------------------------------------------------------|--------------------|------------|
| Fund             | 2        | FEDERAL & STATE GRANT FND                                                                       | Budget Amount      | 956,403.00 |
| G/L              | 213      | RES GRANTS APPROP                                                                               | Revised Budget     | .00        |
| Cafr             | 40       | RES GRANTS APPROPRD                                                                             | Beginning Balance  | 956,403.00 |
| Subsidiary       | 227      | PANYNJ PORT SECURITY                                                                            | Prior YTD Expended | .00        |
| Line Item        | 314      | CONTRACTUAL SERVICES                                                                            | Curr. YTD Expended | 106,902.76 |
| Sort Code        | 60       | DEPARTMENT OF FIRE                                                                              | Open Encumbered    | 199,961.71 |
| Year/Period      | 2013 / 9 | <input type="radio"/> View in Ascending Order<br><input type="radio"/> View in Descending Order | Ending Balance     | 649,538.53 |
| Chg. Year/Period | /        |                                                                                                 |                    |            |

Double-Click On An Item Below To View All Details of Corresponding Transaction

| Doc  | Date      | EXP    | Vendor Name      | Invoice  | Description    | Debit Amount | Credit Amount |
|------|-----------|--------|------------------|----------|----------------|--------------|---------------|
| VR 7 | 7/17/2013 | 109802 | CONTINENTAL FIR  | C2576    | RESCUE HARNESS | 1,571.00     | .00           |
| VR 5 | 5/08/2013 | 108185 | AMERICAN BOAT S  | 20120211 |                | 62,000.00    | .00           |
| VR 3 | 3/28/2013 | 107805 | SEA SAFETY INTER | 58267    |                | 26,803.48    | .00           |
| VR 3 | 3/13/2013 | 108307 | SEA SAFETY INTER | 1        |                | 16,528.28    | .00           |

**CITY OF JERSEY CITY**

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Requisition #

0161958

Assigned PO #

11170

**Requisition**

**Vendor**  
FIREMATIC SUPPLY COMPANY INC.  
PO BOX 187  
YAPHANK NY 11980

FI209453

**Dept. Bill To**  
FIRE HEADQUARTERS  
465 MARIN BLVD.

JERSEY CITY

**Dept. Ship To**  
FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

**Contact Info**  
MARIA  
000004887.

*RESO 5/5/13*

| Quantity                   | UOM | Description                                                                                                                                                                           | Account       | Unit Price | Total      |
|----------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|------------|
| 1.00                       | EA  | FIRE RESCUE TRUCK<br>4 DR, HI WATER RESCUE B.R.A.T. & ATTACHMENTS<br>MFR P/N #10240H<br>GSA NO. GS-30F-0028U, SOURCE 23V<br>CATEGORY 190-01: FIRE FIGHTING APPARATUS<br>& ATTACHMENTS | 0221340227314 | 199,961.71 | 199,961.71 |
| RESO _____, APPROVED _____ |     |                                                                                                                                                                                       |               |            |            |

**Requisition Total 199,961.71**

Req. Date: 04/30/2013

Requested By: KOSMIDISM

Buyer Id:

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

**This Is Not A Purchase Order**

# RESOLUTION CHECKLIST

**GOODS & SERVICES - NON BIDS**

**BIDS**

**REQ NO. 0161958**

**PO # 111170**

**DEPT/DIV: FIRE HQ**

**SUBJ: BRAT FIRE TRUCK**

## GOODS & SERVICES NON BIDS

|                                                   |  | <i>Amending</i> | <i>Emergency</i> | <i>EUS</i> | <i>GSA</i> | <i>Ordinance</i> | <i>Pay to Play</i> | <i>Prof Service</i> | <i>State Contract</i> | <i>Library</i> | <i>Resolution</i> |
|---------------------------------------------------|--|-----------------|------------------|------------|------------|------------------|--------------------|---------------------|-----------------------|----------------|-------------------|
| Quote/Proposal/Agreement                          |  |                 |                  |            | x          |                  |                    |                     |                       |                |                   |
| EEO/AA Compliance                                 |  |                 |                  |            | x          |                  |                    |                     |                       |                |                   |
| BRC/Validation                                    |  |                 |                  |            | x          |                  |                    |                     |                       |                |                   |
| Pay-to-Play, Political<br>Contribution/B.E.D.     |  |                 |                  |            | x          |                  |                    |                     |                       |                |                   |
| Legislative Fact Sheet/<br>Determination of Value |  |                 |                  |            | x          |                  |                    |                     |                       |                |                   |

## BIDS

|                                                   |  | <i>Goods &amp; Services</i> | <i>Construction</i> | <i>RFP's</i> | <i>RFQ's</i> | <i>Resolution</i> |
|---------------------------------------------------|--|-----------------------------|---------------------|--------------|--------------|-------------------|
| Proposal Page/Amounts                             |  |                             |                     |              |              |                   |
| EEO/AA Compliance                                 |  |                             |                     |              |              |                   |
| BRC/Validation                                    |  |                             |                     |              |              |                   |
| Certification Regarding<br>Suspension/Debarment   |  |                             |                     |              |              |                   |
| Legislative Fact Sheet/<br>Determination of Value |  |                             |                     |              |              |                   |

**Notes:**

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**Firematic**

10 Ramsay Road ♦ Shirley, NY 11967-4704



TEL (516) 924-3181  
FAX (516) 924-5202

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The internet address for GSA Advantage! is:*  
<http://www.gsaadvantage.gov>

**VEHICULAR MULTIPLE AWARD SCHEDULE (VMAS)**

FSC GROUP, PART, AND SECTION OR STANDARD INDUSTRIAL GROUP FSC GROUP 42

**190-01 FIRE FIGHTING VEHICLES, ACCESSORIES AND TRAILERS LISTED UNDER VMAS SCHEDULE 23 PART V**

096-4N TIRES

UNDER THE VMAS SCHEDULE 23 PART V

**CONTRACT NUMBER:  
GS-30F-0028U**

**PERIOD COVERED BY CONTRACT:  
August 4, 2008 to August 4, 2018**

**Firematic Supply Co., Inc.  
10 Ramsay Road  
Shirley, NY 11967  
Phone: 631-924-3181  
Fax: 631-924-5202  
[www.firematic.com](http://www.firematic.com)**

**Business Size: SMALL**

**DUNS: 013410501**

**For more information on ordering from Federal Supply Schedule click on the FSS Schedule button at <http://www.fss.gsa.gov>**

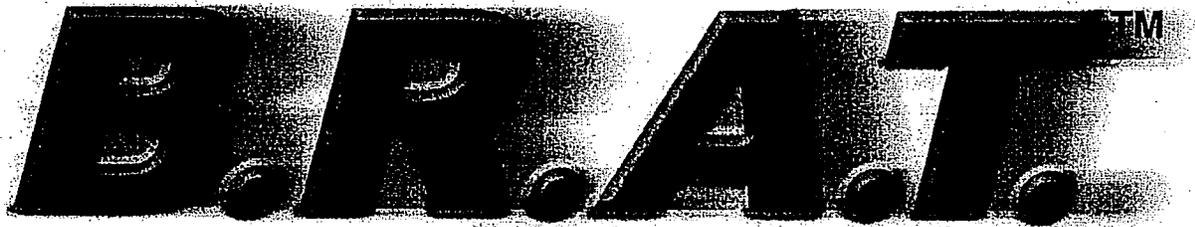
Standard Form 30

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                                                                                             |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    | 1. Contract ID Code                                                                                         | Page of Pages<br>1   2                  |
| Amendment/Modification No:<br>PS-0012                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3. Effective Date:<br>Sep 06, 2013 | 4. Requisition/Purchase Req. No.                                                                            | 5. Project No. (If Applicable):<br>23-V |
| 6. Issued By:<br>General Service Administration<br>AUTOMOTIVE CENTER (PFA)<br>2200 CRYSTAL DRIVE<br>ARLINGTON VA 22202                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    | 7. Administered By: (If Other)<br>GSA/PAS/OVOCF<br>450 GOLDEN GATE AVE 5 FL EAST<br>SAN FRANCISCO, CA 94102 |                                         |
| 8. Name and Address of Contractor (No. Street, County, State and Zip Code)<br>EIREMATIC SUPPLY CO., INC.<br>10 RAMSEY RD<br><br>SHIRLEY, NY 119674704                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    | 9A. Amendment of Solicitation No:<br><br>9B. Dated (See Item 11)                                            |                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    | 10A. Modification of Contract/Order No.<br>GS-30F-0028U<br><br>10B. Dated (See Item 13)<br>Aug 04, 2008     |                                         |
| Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    | Facility Code                                                                                               |                                         |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                                                                                             |                                         |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    | <input type="checkbox"/> is extended: <input type="checkbox"/> is not extended:                             |                                         |
| <p>Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) by completing items 8 and 15, and returning copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer, sponsored; or (c) by separate letter or telegram which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.</p> |                                    |                                                                                                             |                                         |
| 12. ACCOUNTING AND APPROPRIATION DATA (if required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                                                                                             |                                         |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                                                                                             |                                         |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 14A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                                                                                             |                                         |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 48.101(b).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                                                                                             |                                         |
| <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 13 Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                                                                                             |                                         |
| D. OTHER (Specify type of modification and authority):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                                                                                             |                                         |
| E. IMPORTANT: Contractor is not <input type="checkbox"/> is <input checked="" type="checkbox"/> required to sign this document and return <input type="checkbox"/> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                                                                                             |                                         |
| 14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                                                                                             |                                         |
| <p>GSA Program Title: 23V Schedule, Automotive Superstore, SIN 190-01, 096-4N</p> <p>The purpose of modification PS-0012 to contract GS-30F-0028U is to add products to the GSA Price List as follows:</p> <p>SIN 190-01<br/>P/N 1012PS, BRAT, 2DR, No Cage, 19HP Pump, Scotty Educator Foam<br/>P/N 1024OH, Rescue BRAT, 4DR, Hi Water<br/>SIN 096-4N</p> <p style="text-align: center;">Continue next page...</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                                                                                             |                                         |
| 15A. NAME AND TITLE OF SIGNER (Type or Print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)                                                  |                                         |
| 15B. CONTRACTOR OFFICER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 15C. DATE SIGNED                   | 16B. UNITED STATES OF AMERICA                                                                               | 16C. DATE SIGNED                        |
| Signed: 09/06/2013 By<br>Signature of Contractor: ROYTON E. EIREMATIC SUP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    | By: See above<br>Signature of Contracting Officer:                                                          |                                         |

**Firematic Supply Co, Inc.**  
**Awarded GSA Pricing**  
**GS-30F-0028U**  
**Effective 09/06/13**

| MFR                   | MFR PART #   | PRODUCT DESCRIPTION                                                                        | GSA PRICE (W/IFF) | COUNTRY OF ORIGIN | S/N    |
|-----------------------|--------------|--------------------------------------------------------------------------------------------|-------------------|-------------------|--------|
| FIREMATIC             | 101200       | BRAT, 2DR                                                                                  | \$ 167,638.02     | USA               | 190-01 |
| FIREMATIC             | 1012F0       | BRAT, 2DR W/FOAM LOGIX 2.1                                                                 | \$ 173,082.14     | USA               | 190-01 |
| FIREMATIC             | 1012FS       | BRAT, 2 DR, NO CAGE, 19HP PUMP, SCOTTY EDUCOR FOAM                                         | \$ 137,911.03     | USA               | 190-01 |
| FIREMATIC             | 101S00       | BRAT, SUPERCAB                                                                             | \$ 169,692.40     | USA               | 190-01 |
| FIREMATIC             | 101SF0       | BRAT SUPERCAB W/FOAM LOGIX 2.1                                                             | \$ 175,136.53     | USA               | 190-01 |
| FIREMATIC             | 101400       | BRAT, 4DR                                                                                  | \$ 170,719.59     | USA               | 190-01 |
| FIREMATIC             | 1014F0       | BRAT, 4DR W/ FOAM LOGIX 2.1                                                                | \$ 176,163.73     | USA               | 190-01 |
| FIREMATIC             | 102200       | RESCUE BRAT, 2DR                                                                           | \$ 172,876.70     | USA               | 190-01 |
| FIREMATIC             | 1022F0       | RESCUE BRAT, 2DR, W/ FOAM LOGIX 2.1                                                        | \$ 178,320.83     | USA               | 190-01 |
| FIREMATIC             | 102S00       | RESCUE BRAT, SUPERCAB                                                                      | \$ 174,931.10     | USA               | 190-01 |
| FIREMATIC             | 102SF0       | RESCUE BRAT, SUPERCAB, W/ FOAM LOGIX 2.1                                                   | \$ 180,375.22     | USA               | 190-01 |
| FIREMATIC             | 102400       | RESCUE BRAT, 4DR                                                                           | \$ 175,958.28     | USA               | 190-01 |
| FIREMATIC             | 1024F0       | RESCUE BRAT, 4 DR, W/ FOAM LOGIX 2.1                                                       | \$ 181,402.41     | USA               | 190-01 |
| FIREMATIC             | 10240H       | RESCUE BRAT, 4 DR, HI WATER                                                                | \$ 199,961.71     | USA               | 190-01 |
| FIREMATIC             | 103200       | RALLY BRAT, 2DR                                                                            | \$ 99,535.07      | USA               | 190-01 |
| FIREMATIC             | 1032F0       | RALLY BRAT, 2 DR W/ FOAM LOGIX 2.1                                                         | \$ 104,979.20     | USA               | 190-01 |
| FIREMATIC             | 10320S       | RALLY BRAT, 2 DR W/ SCOTTY EDUCOR                                                          | \$ 100,305.46     | USA               | 190-01 |
| FIREMATIC             | 1032FS       | RALLY BRAT, 2 DR, W/ FOAM LOGIX 2.1 & SCOTTY EDUCOR                                        | \$ 105,749.60     | USA               | 190-01 |
| FIREMATIC             | 201200       | BRAT BUILT ON CUSTOMER'S CHASSIS                                                           | \$ 127,823.99     | USA               | 190-01 |
| FIREMATIC             | 2012F0       | BRAT ON CUSTOMER'S CHASSIS W/ FOAM LOGIX 2.1                                               | \$ 133,268.11     | USA               | 190-01 |
| FIREMATIC             | 202200       | RESCUE BRAT BUILT ON CUSTOMER'S CHASSIS                                                    | \$ 133,062.67     | USA               | 190-01 |
| FIREMATIC             | 2022F0       | RESCUE BRAT ON CUSTOMER'S CHASSIS W/ FOAM LOGIX 2.1                                        | \$ 138,506.80     | USA               | 190-01 |
| FIREMATIC             | 203200       | RALLY BRAT BUILT ON CUSTOMER'S CHASSIS                                                     | \$ 62,864.26      | USA               | 190-01 |
| FIREMATIC             | 2032F0       | RALLY BRAT ON CUSTOMER'S CHASSIS W/ FOAM LOGIX 2.1                                         | \$ 68,308.38      | USA               | 190-01 |
| FIREMATIC             | 20320S       | RALLY BRAT ON CUSTOMER'S CHASSIS W/ SCOTTY EDUCOR                                          | \$ 63,634.65      | USA               | 190-01 |
| FIREMATIC             | 2032FS       | RALLY BRAT BUILT ON CUSTOMER'S CHASSIS W/ FOAM LOGIX 2.1 & SCOTTY EDUCOR                   | \$ 69,078.78      | USA               | 190-01 |
| FIREMATIC             | FMIIRK195    | FIREMATIC BRAT CUSTOM IRK OFF ROAD TIRES 36X13.5X19.5 SPC HI LOAD, 6400LB CAPACITY, 16 PLY | \$ 613.98         | USA               | 096-4N |
| Quantity Discounts:   |              |                                                                                            |                   |                   |        |
| 1-3 units             | 3% off List  |                                                                                            |                   |                   |        |
| 4-7 units             | 4% off List  |                                                                                            |                   |                   |        |
| 8-14 units            | 5% off List  |                                                                                            |                   |                   |        |
| 15-24 units           | 6% off List  |                                                                                            |                   |                   |        |
| 25 units+             | 10% off List |                                                                                            |                   |                   |        |
| UPDATED AS OF 9/06/13 |              |                                                                                            |                   |                   |        |

**RESCUE**



**BRUSH RAPID ATTACK TRUCK**

*Specifications:*

Firematic Supply Co., Inc.  
GSA Contract # GS30F0028U Model# 10240H SIN 190-01  
10 Ramsay Road  
Shirley, NY 11967  
631-924-3181

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### **INTENT OF SPECIFICATIONS**

It shall be the intent of these specifications to cover the furnishing and delivery of a completed apparatus equipped as hereinafter specified. These specifications cover only the general requirements as to the type of construction and test to which the apparatus shall conform, together with certain details as to finish, equipment and appliances with which Firematic shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of Firematic, who shall be solely responsible for the design and construction of all features.

Firematic has an established reputation in the field of fire apparatus sales and service and have been in business for over 40 years. Further, Firematic shall maintain dedicated service facilities for the repair and service of products.

### **QUALITY AND WORKMANSHIP**

The design of the apparatus shall embody the latest approved automotive engineering practices. ~~The workmanship shall be of the highest quality in its respective field.~~ Special consideration shall be given to the following points: Accessibility of the various units, which require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions. Construction shall be rugged and ample safety factors shall be provided to carry the loads specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements". Welding shall not be employed in the assembly of the apparatus in a manner that shall prevent the ready removal of any component part for service or repair.

### **DELIVERY**

The apparatus, to insure proper break in of all components while still under warranty, shall be delivered under its own power. A qualified delivery engineer representing Firematic shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in the proper operation, care and maintenance of the equipment delivered.

**GENERAL CONSTRUCTION**

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association 1901.

**COMMERCIAL GENERAL LIABILITY INSURANCE**

Firematic shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

|                                         |             |
|-----------------------------------------|-------------|
| General Aggregate                       | \$2,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury         | \$1,000,000 |
| Each Occurrence                         | \$1,000,000 |

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage. The policy shall include owner as an additional insured as their interest may appear.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests.

**UMBRELLA/EXCESS LIABILITY INSURANCE**

Firematic shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

|                  |             |
|------------------|-------------|
| Aggregate:       | \$4,000,000 |
| Each Occurrence: | \$4,000,000 |

The policy shall be written on an occurrence basis and at a minimum provide the same coverage's as Bidder's General Liability, Automobile Liability and Employer's Liability policies. Owner shall be included as an additional insured on the General Liability and Automobile Liability policies as their interest may appear. The required limits can be provided by one or more policies provided all other insurance requirements are met.

### **MAXIMUM OVERALL HEIGHT**

The maximum overall height of the apparatus shall be 136.00".

### **MAXIMUM OVERALL LENGTH**

The maximum overall length of the apparatus shall be 306.00"

### **WARRANTY**

The following warranty shall be supplied with each bidders proposal and be printed on company letterhead.

The manufacturer shall warranty each piece of new fire or rescue apparatus to be free from defects in materials or workmanship under normal use and service. The manufacturer's obligation under this warranty is limited to repairing or replacing, as the company may elect, any parts thereof which are returned to them, with transportation costs prepaid and as to which examination is disclose to the company's satisfaction to have been defective. The part, or parts, shall be returned to the manufacturer not later than one (1) year from delivery of the apparatus. Such defective part, or parts, shall be repaired or replaced free of charge and without charge for installation to the original purchaser.

### **10-YEAR BODY WARRANTY**

The body and subframe assembly shall be warranted against defects in material and workmanship for a period of ten (10) years from the date of delivery.

This warranty shall not apply:

- 1) To normal maintenance and adjustments.
- 2) To any vehicle which has been repaired or altered outside of the factory in any way so that, in the manufacturer's judgment, it would affect the stability. Also it shall not apply to any vehicle, which has been subject to misuse, neglect, or accident, or to any vehicle, which shall operate at any speed, exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- 3) To commercial chassis and associated equipment furnished with the chassis, signaling devices, generators, batteries, or other trade accessories in which they are usually warranted separately by their respective manufacturers.

This warranty is in lieu of all other warranties, expressed or implied, all others representations to the original purchaser and all other obligations or liabilities, including liability for incidental or consequential damages on the part of the company. The manufacturer neither assumes or authorizes any other person to give or assume any other warranty or liability on the company's behalf, unless made or assumed in writing by the company.

### **CHASSIS**

2013 - Ford F-550 chassis 19,500 MGWV  
4 Door Crew Cab

4 x 4 Drive Train  
6-Speed Electric OD Transmission  
Power Steering  
Power Brakes  
Vinyl bucket front seats and rear bench seat.  
XLT Trim Décor- Includes Dual beam, jewel effect headlights  
Ford Black paint  
Wheel Base 176"  
Manual Mirrors  
4-Wheel ABS Brakes  
Driver and Passenger Air Bags  
Power windows and locks  
Front and Rear Tow Hooks  
Radio ETR AM/FM Stereo with Clock  
Diesel Engine 6.7 Liter Power Stroke 300 H.P.  
Dual 78 AH Batteries  
Engine Block Heater  
Dual 175 AMP Alternators  
Maximum Front GAWR Package  
Limited Slip 4.88 1-Axel Ratio  
Air Conditioning  
Auxiliary Idle Kit

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Daytime Running Lights

Fuel Tank Skid Plate

Hi Idle Switch

Roof clearance lights

\*The rear bench seat will be replaced with two USSC bucket seats.

\*Cab to be painted a black over red color scheme to match the fire departments existing vehicles.

All modifications, equipment, maximum manpower, and carrying capacity of water must not exceed the manufacturers (Ford) maximum GVWR of 19,500 lbs.

## **OVERALL DESIGN**

The body for the rescue truck will be manufactured entirely of aluminum. The diamondplate and roll up doors will also be aluminum. No exceptions will be allowed in regards to the aluminum material. The body will be 120" overall length and the overall width shall not be less than approximately 96" with Super Single wheels and tires.

The 200 gallon water tank will be built by Propoly with a Lifetime guarantee.

The six (6) compartments will have ROM rollup doors with a red painted finish to match the chassis color.

The pump will be a CET PFP-19-DSL-MR pump driven by a 19 hp Kohler diesel engine. The pump platform will consist of a 19 hp fire pump, a black powder coated aluminum pump panel and frame, one 1.5" direct rear discharge, one 1.5" discharge for a front trashline, one 1" outlet for tank fill and a 2.5" rear inlet with 2.5" FNST swivel with plug which will also be a direct tank fill.

There will be an extended front bumper with 40° ends made of 12" aluminum channel. The grille system will be made of .200 x 1.900 5086 tubing. An aluminum tube grill protection system will be bolted to the deck of the bumper.

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## **BODY & COMPARTMENTATION CONSTRUCTION**

- The body and compartmentation shall be designed and fabricated of .125 5052-H32 Aluminum. The body will be welded together with 5356 Aluminum and bonded with Lord Adhesive to obtain ultimate strength.
- Formed compartment design for body strength and durability.
- All compartments shall be sweep out with no lip at the bottom edge.
- All screws and bolts that protrude into any of the aluminum shall be treated with ECK™ corrosion preventative to prevent a chemical reaction causing corrosion and or paint lifting.
- The driver's and officer's side front compartment will be fitted with roll out trays on the bottom and an adjustable transverse shelf above.
- All compartments will have rubber Dri Deck matting on the floor.
- Wheel wells will be fully lined.
- A 12" deep NFPA compliant diamondplate step with Class 3 2" receiver tube will be installed at the rear of the body.
- A cast aluminum fuel fill door and DEF door will be installed in the front and the rear of the driver's side wheel well.

## **SUBFRAME**

- The body shall be attached to and supported by a heavy -duty aluminum sub frame.
- The sub frame shall be u-bolted to the chassis frame in the front of the body to allow for independent flexing of the body in relation to the chassis frame. The sub frame shall be bolted solid in the rear of the frame.
- ½" thick rubber is inserted between the sub fame and the chassis frame.
- The sub frame shall be caulked and under coated to prevent corrosion of the body and sub frame.
- No welding shall be allowed to the truck frame in front of the rear axes.
- *Due to the importance of sub frame flexibility and corrosion resistance; there shall be no exception to these requirements.*

## **INTERIOR FINISH**

Compartment interiors shall be provided in a black Rhinolined finish.

## **DRIVER SIDE COMPARTMENTATION**

*There shall be three roll up door compartments on the left side of the body.*

D1 -The forward compartment shall be transverse and approximately 30.25" wide x 57.00" high. Floors shall be sweep out design.

Dual 42" LED bar lights will be installed on either side of the door and actuated by a magnetic proximity switch.

One (1) non locking ROM roll up door with a painted finish shall be provided for this compartment with a drip pan.

A floor mounted 300 lbs capacity slide out tray with 2" lip will be installed on the floor of the compartment. Also an adjustable height slideout tray with 2" lip will be installed in the transverse area to the midpoint of the space.

D2 -The over rear wheel compartment shall be approximately 44.00" wide x 32.50" high x 22.00" deep. Floors shall be sweep out design.

Dual 21" LED bar lights will be installed on either side of the door and actuated by a magnetic proximity switch.

One (1) non locking ROM roll up door with a painted finish shall be provided for this

compartment with a drip pan.

Pac Trac will be installed on the rear wall of the compartment.

D3 -The rear side compartment shall be approximately 33.75" wide x 57.00" high x 22.00" deep. Floors shall be sweep out design.

A mount for a Zodiac outboard motor will be installed in this compartment.

Dual 42" LED bar lights will be installed on either side of the door and actuated by a magnetic proximity switch.

One (1) non locking ROM roll up door with a painted finish shall be provided for this compartment with a drip pan.

This compartment will also be vented.

### **OFFICER SIDE COMPARTMENTATION**

*There shall be three roll up door compartments on the right side of the body.*

R1 -The forward compartment shall be transverse and approximately 32.25" wide x 57.00" high. Floor shall be sweep out design.

Dual 42" LED bar lights will be installed on either side of the door and actuated by a magnetic proximity switch.

One (1) non locking ROM roll up door with a painted finish shall be provided for this compartment with a drip pan.

A floor mounted 300 lbs capacity slide out tray with 2" lip will be installed on the floor of the compartment. Also an adjustable height slideout tray with 2" lip will be installed in the transverse area to the midpoint of the space.

R2 -The over rear wheel compartment shall be approximately 44.00" wide x 32.50" high x 22.00" deep compartment. Floors shall be sweep out design.

Dual 21" LED bar lights will be installed on either side of the door and actuated by a magnetic proximity switch.

One (1) non locking ROM roll up door with a painted finish shall be provided for this compartment with a drip pan.

Also PacTrac will be installed on the rear wall.

R3 -The rear side compartment shall be approximately 33.75" wide x 57.00" high x 22.00" deep. Floors shall be sweep out design.

One (1) adjustable shelf with 2" lip shall be provided in this compartment.

Dual 42" LED bar lights will be installed on either side of the door and actuated by a magnetic proximity switch.

One (1) non locking ROM roll up door with a painted finish shall be provided for this compartment with a drip pan.

This compartment will also be vented.

### **UPPER COMPARTMENTS**

Three 12" high compartment will be installed on top of the body. They will be full body length and divided into three equal widths. The walls and roof will be made from 1/8" aluminum with the roof being NFPA skid resistant diamond plate. Flip down doors with stainless steel piano hinge will be installed at the rear with flush mount ¼ turn latches.

### **ZODIAC MOUNT**

A custom fabricated 1/8" aluminum wind screen will be installed on the top front of the body. A department supplied 10 ft Zodiac will slide upside down in the windscreen. Four eyelets will be installed, two midway on each side of the upper body and two at the rear for ratcheting tie downs for the Zodiac.

### **EXTENDED FRONT BUMPER**

A custom built 12" deep bumper will be provided and installed with a 4 x 4 x ¼" square tube reinforcement. The bumper will be bolted to the front frame extensions with 1/2" plates.

The ends of the bumper will be returned with 40° angles and the overall width of the bumper will be two inches wider than the cab. The deck will be covered with four-way 3003 aluminum diamondette.

A 12,000 lbs Warn winch along with two 10,000 lbs eyebolts will be mounted in two large oval cutouts on the front of the bumper with the eyebolt protruding in front of the face of the bumper for ease of use.

On top of the extended bumper additional grille and body protection tubing will be installed with grade (8) bolts. The tubing will have (8) bolt on flanges and will be made of 5086 – 1.900 OD x .200 wall tubing.

All the bends will be wrinkle free and all the welds will be by TIG welding process.

An 1.5" outlet with swivel will be installed on the passenger's side and a recessed tray will be installed in the same side to hold 100' of 1.75" hose with a Velcro strap to hold the hose in.

## **WATER TANK**

The water tank will be of Poly material and will have a lifetime guarantee. The tank will be of rectangular design 50" wide x 44" length x 30" high and holds 200 gallons of water.

The water tank will have a 4" overflow thru the floor of the tank and will be part of the top fill box assembly. A tank to pump line will be provided via a 3" NPT bushing. The bushing will be installed at the rear of the tank on the driver's side one inch from the floor and two inches in from the left side. A tank refill line will be provided in the center of the rear wall 24" from the floor, the bushing will be 1 1/2" NPT.

A Fire Research water level indicator (5) lite will be installed on the pump console and a mini indicator shall be supplied in the custom console in the cab.

External mounts front and rear will be installed integral with the tank and bolted to the deck sandwiching 1/2" #70 durometer rubber. The tank will have a front and rear two bolt "L" bracket mount that is an integral part of the tank.

Two, 1000 watts immersion A/C heaters will be installed in the tank with adjustable temperature settings. They will go on with a switch and when the truck is plugged into the shoreline.

## **PUMP**

The pump shall be a CET 19hp KOHLER single stage mid-range centrifugal pump, bolted directly to the engine, with a 2-1/2" NPT suction inlet, and a 1.5" NPT discharge outlet. The volute and pump head shall be a lightweight, high strength, seawater resistant, aluminum alloy. The impeller shall be a bronze enclosed type for maximum efficiency, fully machined and balanced. The engine crankshaft shall serve as the pump shaft, with the impeller mounted directly on the crankshaft. The shaft seal shall be self-adjusting, self lubricating, mechanical type. The pump shall be equipped with a brass drain cock. The pump shall be equipped with an exhaust venturi type primer capable of 20' lift for fast positive priming.

The pump shall be capable of a maximum discharge volume of 235 g.p.m. at 50 psi, and a maximum discharge pressure of 150 psi while pumping 70 g.p.m. In the center of the performance curve, the pump shall be capable of pumping 145 g.p.m. at 100 psi and 110 g.p.m. at 150 psi.

## **PUMP ENGINE DIESEL**

The pump shall be driven by a 2 cylinder, DIESEL engine powered, KOHLER 19 horsepower V-twin overhead valve engine. The engine shall be air cooled, 12 volt electric start system.

Engine throttle to be installed next to the pressure gauge on the pump control panel at the rear of the body next to the pump.

## **FUEL**

The engine shall be connected to the main fuel and battery of the truck. An inline ¼ turn brass shut off valve shall be installed in the fuel line at the base of the pump easily accessible to the operator.

### **PUMP CONTROLS**

A control panel shall be supplied and installed on the pump. The controls shall consist of push button start provide by the pump skid unit manufacturer. One discharge pressure gauge shall be incorporated into the panel at the rear of the truck. A Throttle lever, choke control will also be located at the panel and a low oil shut down system will be part of the engine configuration.

### **WATER LEVEL GAUGE**

In addition to the standard visual poly tank level gauge incorporated into the tank, One FRC electronic water tank level shall be provided with the water level gauge located at the pump control panel.

### **PUMP PERFORMANCE**

The centerline of any control shall be no more than 72 in. vertically above the ground or platform that is designed to serve as the operator's standing position.

The performance of a fire pump can be affected by the design of the discharge manifold, suction piping or the addition of valves to the suction side of the pump.

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### **PLUMBING AND VALVES**

Intake and discharge piping shall not interfere with the routine maintenance of the pump, engine, or auxiliary systems and shall not unduly restrict the servicing of these components.

### **SUCTION PIPING**

All piping shall be schedule 40 304 stainless steel. The suction piping shall consist of a 2.5" tank to pump line with a 2.5" flexible rubber hump hose to minimize flex and vibration between the pump and the tank. Between the tank and the pump there shall be a 2.5" electric Fire Type, quarter turn swing out valve.. This valve shall remain open to pump from the tank. This pipe shall have a tee into the suction side of the pump, and shall continue to the rear of the truck for overboard suction.

For ease of operation, an electronic controller will be installed on the pump panel and a slaved remote will be in the cab.

The overboard suction connection shall have a 2.5" Fire Type, quarter turn swing out valve with a handle and 2.5" NST male adapter w/cap with retaining cable. To draft, the tank to pump valve shall be closed, a suction hose connected to the overboard suction connection and placed in a static water supply, and the primer activated.

### **DISCHARGE PIPING**

All piping shall be schedule 40 304 stainless steel. A 2.5" X 2.5" square steel manifold shall be piped directly to the discharge outlet of the pump. Attached to this discharge manifold, by means of welded stainless steel pipe nipples, shall be all the discharge valves. All piping shall be painted red to match the pump.

All valves shall be Fire Type, quarter turn swing out valve with a handle for ease of operation and maintenance. Any valve 3/4" or smaller shall be standard plumbing style valves.

### **TANK FILL**

There shall be a 1" valve piped from the discharge manifold as a means for refilling the tank. The valve shall be a fire grade drop out style quarter turn valve with handle and 1" NPT threads, and shall be connected to the tank fill port by 1" high pressure flexible hose.

### **DISCHARGES**

There shall be two (2) 1 1/2" valves. One will be piped from the discharge manifold to the rear of the truck for connection of hose and one will be piped to the front trashline. The valves shall be a Fire Type, quarter turn swing out valve with a handle and 1 1/2" NST threads.

### **STORAGE AREA**

There will be a 43"W x 8" T x 72"L aluminum storage area above the pump and tank in the rear compartment and will be divided into two areas.

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A flip down black nylon retention net will be installed at the rear of the storage.

### **REAR STEPS**

Two Ziamatic 24" wide slide out steel steps will be installed on each rear underbody corner of the rear step. The steps will be approximately 24" wide by 8" deep, have a weight rating of 350 lbs and covered in NFPA compliant skid resistant material.

Also two Cast Products fold down steps will be installed on the rear of the body approximately 20" up from the rear step, one each side. Both steps will have LED lights that will be powered on by the Underbody lights switch in the cab.

### **SIDE STEPS AND NERF BARS**

At the front of each cab door provide a 10" deep step of .200 5086 tubing that will be attached directly to the chassis with 1.900" aluminum tubing, which will be removable. Also, the tubing will be bolted to the front bumper grill protection bars and will follow the fender curvature down and flow seamlessly into the side steps.

The rear of the tube will have a 180 degree turn and be bolted to a stanchion that is bolted to the frame. The top of the step will be removable NFPA non skid aluminum diamondette. The step will not extend wider than the truck body.

### **SCBA MOUNT AND REAR SEATS**

An aluminum SCBA mount will be installed in the middle of the rear seat and will hold two SCBA's. The mount will be fabricated from .125" aluminum sheet and form a 90 degree angle. The two sides will face at 45 degrees forward and have the NFPA compliant SCBA holders bolted to them.

Also the rear bench seat will be removed and two USSC bucket seats will be installed.

### **SUPER SINGLE WHEEL CONVERSION**

The apparatus will be delivered with special one piece steel wheels to allow single rear wheels and new front wheels. The wheel offsets will be adjusted for aligning the front and rear truck width to within 1/8".

The original Ford wheel studs will be used with the stock flange nuts securing the wheel to the apparatus at 120 Ft/Lbs of torque.

The wheels will be powder coated a satin black.

### **TIRES**

*Continental MPT80 tread on/off road tires that allows for the proper overall weight of the apparatus will be installed on the special rims. Brass valve stems will be required. The entire rim and tire will be balanced. Inflation pressure will be 100 psi and rated capacity of the tires are 6,779 lbs.*

### **LIFT KIT**

A Fabtech 6" suspension lift kit will be installed for new tire clearance. It will also serve to gain high water fording depth and a front end alignment will be performed after completion of the kit.

Also, both axles and the transmission will have vent tubes raised to a minimum of 3 ft above the ground.

## **ELECTRICAL**

All 12-volt electrical equipment installed by the apparatus manufacturer shall conform to modern automotive practices. All wiring shall be high temperature crosslink type. Wiring shall be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers shall be provided which conform to SAE Standards. Wiring shall be color, function and number coded. Function and number codes shall be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment shall be installed utilizing the following guidelines:

(1) All holes made in the roof shall be caulked with silicon. Rope caulk is not acceptable. Large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.

(2) Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it. All installed wiring will be run as high as possible on the chassis and body. Exposed area shall be defined as any location outside of the cab or body.

(3) Electrical components designed to be removed for maintenance shall not be fastened with nuts and bolts. Metal screws shall be used in mounting these devices. Also a coil of wire shall be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.

(4) Corrosion preventative compound shall be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation (of the plug).

(5) All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

(6) All electrical terminals in exposed areas shall have ECK™ corrosion preventative applied completely over the metal portion of the terminal. All emergency light switches shall be mounted on a separate panel installed in the cab. A master warning light switch and individual switches shall be provided to allow preselection of emergency lights. The light switches shall be "rocker" type with an internal indicator light to show when switch is energized. All switches shall be properly identified and mounted in a removable panel for ease in servicing. Identification of the switches shall be done by either printing or etching on the switch panel. The switches and identification shall be illuminated.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, shall be furnished. Rear identification lights shall be recessed mounted for protection.

## **WIRING CENTER**

An all Aluminum #3003 alloy console will be manufactured and powder coated black.

The console will hold all band radios and a Whelen CenCom siren and lighting control head in the front portion. The console will be permanently installed between the two front bucket seats.

The rear section of the console will have a removable top & side door for access to all 12v electric equipment, wiring & controls for the entire fire body & equipment. There will also be space to mount 2 portable radios. Also there will be a 6" x12" recessed space for books.

### **Lighting**

Roof light – A Whelen Freedom Edge LED light bar will be installed on the cab roof with a fully populated front with red and clear lenses with two alley lights one on each side. All bulbs will be LED.

Grill lights– Whelen grill lights will be provided. The lights will be M6 Super LED's, mounted on the truck grill area in chrome housings.

Side lights - . Two lights will be Whelen M6 series red super LED, mounted inset of the front bumper side area in aluminum housings facing out.

Two lights on each side of the body will also be Whelen M6 series red LED, mounted on the body above the wheel well and upper rear corner.

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Rear lights – On the rear compartment walls will be mounted four Whelen M6 series LED lights. The upper and lower two will be red warning lights, with the upper driver's side light being amber

On the bottom of the rear body will be a triple cluster rectangular brake, tail, and directional lights will be mounted vertically on the rear of the body. The lights will be three Whelen M6 series LED mounted in their own polished aluminum for protection.

A 97 DB back up alarm will be provided and installed.

### Front Scene lights

Two Whelen 12 volt Pioneer Plus PFP2 LED scene lights on Fire Research telescoping poles will be installed on the front of the body. Each light will have its own switch.

### Rear Scene lights

Two Whelen 12 volt PFP2 series LED scene lights will be installed on the rear of the body. The lights will be switched on from the Cencom system.

### Side Scene lights

Two Whelen M9 series LED scene lights will be installed on each side at the upper part of the body on the front and rear corner.

### SIREN / SPEAKER

A Whelen SA315P Speaker /Siren will be installed behind the truck grill.

### SHORE LINE

One (1) 110 volt Kussmaul 2000 on board charger with auto eject receptacle shall be installed on the left rear door post behind the rear most door.

### WINCH

A 12 volt permanent 12,000 lbs Warn electric winch will be installed in the center of the front bumper. ~~A diamond plate flip up cover will be installed with two 12-volt night-lights installed inside.~~ 80 ft. of cable 3/8" wire rope will be installed with a snatch hook on the end.

A four way roller assembly will be mounted on the front of the opening for the cable. Also a 6' remote control to operate the winch will be supplied.

### LETTERING

#### REFLECTIVE BAND

A 6.00" reflective white scotchlite band shall be provided along the side of the vehicle and along the sides of the body.

Also reflective white scotchlite shall be fixed to the inside of each cab door.

#### REAR CHEVRON STRIPING

There shall be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces shall include the rear body perimeter beam and body apron.

The colors shall be Red/Yellow Diamond Grade Scotchlite. Each stripe shall be 6.00" in width. This shall meet the requirements of NFPA 1901, 2009 edition, which states that 50% of the rear surface shall be covered with chevron striping.

**GOLD LEAF LETTERING-STRIPING AND GRAPHICS**

A complete graphics package consisting of EZ gold leaf lettering striping and emblems will be supplied to match existing Fire District equipment.

An NFPA compliant scotchlite chevron layout shall be attached to the rear of the body.

**DELIVERY**

The apparatus shall be delivered to the location designated by the Purchaser.

**END SPECIFICATIONS**

**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 Frematic (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 Frematic (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: Frematic

Signed: Kerry Horton Title: VP

Print Name: Kerry Horton Date: 6/17/13

Subscribed and sworn before me  
this 17 day of June, 2013.  
My Commission expires: 7-26-2016

Debra Werner  
(Affiant)  
DEBRA Werner Notary  
(Print name & title of affiant) (Corporate Seal)

DEBRA WERNER  
Notary Public, State of New York  
No. 01W6613419  
Qualified in Suffolk County  
Commission Expires 7-26, 2016

\*\*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-PAID 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 the said 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 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 Hanvathy             | 3 Bridle Path Kensington, NJ 07033 |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |

**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: Frematic  
 Signed: [Signature] Title: VP  
 Print Name: Henry Horton Date: 6/17/13

**DEBRA WERNER**  
 Notary Public, State of New York  
 No. 01WE6113419  
 Qualified in Suffolk County  
 Commission Expires 7-26-2016

Subscribed and sworn before me this 21 day of JUNE, 2013  
 My Commission expires: 7/26/2016

[Signature]  
**DEBRA WERNER** (Affiant)  
 NOTARY  
 (Print name & title of affiant) (Corporate Seal)



(Revised April 2013)

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): Kelly McFadden / HR Manager

Representative's Signature: Kelly McFadden

Name of Company: Firematic

Tel. No.: 631-924-3181 Date: 6/12/13

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RENEWAL PACKAGE  
FOR CERTIFICATE OF  
EMPLOYEE  
INFORMATION REPORT

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: Kelly McFadden / HR Manager  
Representative's Signature: Kelly McFadden  
Name of Company: Firmatic  
Tel. No.: 631-995-2253 Date: 6/12/13

**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 : Firematic  
Address : 10 Ramsey Rd. E. Vaphank, NY 11967  
Telephone No. : 631-924-3181

Contact Name : \_\_\_\_\_

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  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 22235**

**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 2013 TO 15 JAN 2020

PERMATIC SUPPLY CO. INC  
10 RAMSAY ROAD  
E. YAPHANK NY 11967



Andrew P. Sidamon-Eristoff  
State Treasurer



## New Jersey Division of Revenue

Revenue | NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1106025 FOR FIREMATIC SUPPLY CO, INC. IS  
VALID.

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

City Clerk File No. Res. 13.695

Agenda No. 10.P

Approved: OCT 09 2013

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BLUE WATER DIVERS INC. FOR PROVIDING SCUBA EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF POLICE

### 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 for bids for **Providing Scuba Equipment** for the **Department of Public Safety/Division of Police** pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest responsible bid being that from **Blue Water Divers Inc., 201 RT 17 South, Rochelle Park, NJ 07661**, in the total bid amount of **Sixty Nine Thousand, Five Hundred Sixty Five (\$69,565.00) Dollars**; 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 **Account # 02-213-41-127-314**

### Department of Public Safety/Division of Police

| Acct #            | P.O #  | Amount                        |
|-------------------|--------|-------------------------------|
| 02-213-41-127-314 | 111361 | Total Encumbrance \$69,565.00 |

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2013 permanent budget; and

**WHEREAS**, the funds for this are coming from the Port Security Grant; and

**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 quotation of the aforementioned **Blue Water Divers Inc.** be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

(Continued on Page 2)

OCT 09 2013

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BLUE WATER DIVERS INC. FOR PROVIDING SCUBA EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF POLICE**

**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 contractors 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.

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

**Department of Public Safety/Division of Police**

| Acct #            | P.O #  | Amount                        |
|-------------------|--------|-------------------------------|
| 02-213-41-127-314 | 111361 | Total Encumbrance \$69,565.00 |

**APPROVED** Raquel Locado, RPPS  
Peter Folgado, Purchasing Director, QPA, RPPO

*g.A. 10/3/13*

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 10.9.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0162203

PO # 111361

DEPT/DIV: Office of  
Emergency Mgmt.

SUBJ: Scuba Equipment for  
Jersey City Police

**GOODS & SERVICES  
NON BIDS**

*Amending      Emergency      EUS      GSA      Ordinance      Pay to Play      Prof Service      State Contract      Library      Resolution*

|                                               |  |  |  |  |  |  |  |  |  |  |
|-----------------------------------------------|--|--|--|--|--|--|--|--|--|--|
| Quote/Proposal/Agreement                      |  |  |  |  |  |  |  |  |  |  |
| EEO/AA Compliance                             |  |  |  |  |  |  |  |  |  |  |
| BRC/Validation                                |  |  |  |  |  |  |  |  |  |  |
| Pay-to-Play, Political Contribution/B.E.D.    |  |  |  |  |  |  |  |  |  |  |
| Legislative Fact Sheet/Determination of Value |  |  |  |  |  |  |  |  |  |  |

**BIDS**

*Good & Services      Construction      RFP'S      RFQ'S      Resolution*

|                                               |   |  |  |  |  |
|-----------------------------------------------|---|--|--|--|--|
| Proposal Page/Amounts                         | ✓ |  |  |  |  |
| EEO/AA Compliance                             | ✓ |  |  |  |  |
| BRC/Validation                                | ✓ |  |  |  |  |
| Certification Regarding Suspension/Debarment  | ✓ |  |  |  |  |
| Legislative Fact Sheet/Determination of Value | ✓ |  |  |  |  |

Notes:

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RESOLUTION FACT SHEET  
OF BID RECEPTION

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BLUE WATER DIVERS INC.  
FOR PROVIDING SCUBA EQUIPMENT FOR THE DEPARTMENT OF PUBLIC  
SAFETY/DIVISION OF POLICE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION**

James Shea, Director of Public Safety

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:** Five (5)

**DATE BIDS WERE PUBLICLY RECEIVED:** June 13, 2013

**NUMBER OF BIDS RECEIVED:** Two (2)

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

Scuba Equipment for the Department of Public Safety/Division of Police

**IN THE SPACE BELOW, PROVIDE DETAILED INFORMATION FOR:**

(A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS AND THEIR

(B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID  
UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION  
RELEVANT TO THE BID RECEPTION):

|    |                                                                                               | Grand Total Bid Price                              |
|----|-----------------------------------------------------------------------------------------------|----------------------------------------------------|
| 1. | Ocean Eye<br>36 West Main St.<br>Elverson, PA 19520                                           | \$39,703.56* Disqualified-Did not bid on all items |
| 2. | Blue Water Divers, Inc.<br>201 Route 17 South<br>Rochelle Park, NJ 07662<br>Wharton, NJ 07885 | \$69,565.00                                        |

COMMENTS (IF NECESSARY):

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

Date

10.2.13

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED

*Peter Folgado, RPPS*  
for PETER FOLGADO, DIRECTOR  
DIVISION OF PURCHASING

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

City Clerk File No. Res. 13.696

Agenda No. 10.Q

Approved: OCT 09 2013

TITLE:



## RESOLUTION AUTHORIZING THE USE OF INFORMAL QUOTATIONS TO AWARD A CONCESSION CONTRACT FOR THE PROVISION OF A JUKEBOX AT PERSHING FIELD ICE RINK

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

**WHEREAS**, the City of Jersey City (City), Department of Recreation desires to provide music at the Pershing Field Ice Rink; and

**WHEREAS**, the City desires to award a concession contract for the provision of a jukebox; and

**WHEREAS**, a jukebox could be provided at no cost to the City, and the City could receive a percentage of the revenue paid to the jukebox provider; and

**WHEREAS**, the City does not foresee any risk in awarding this concession because it expects the jukebox provider to indemnify the City in connection with the provision of a jukebox; and

**WHEREAS**, it is estimated that the total value of this concession for the contractor will be less than the bid threshold of \$36,000.00 gross annual revenue; and

**WHEREAS**, it is estimated that as a result of awarding this concession, the City could receive net annual revenue of less than \$3,600.00; and

**WHEREAS**, informal quotations shall be solicited and the award of the concession will be based upon the most advantageous price and other factors; and

**WHEREAS**, the City does not expect to incur any costs in connection with awarding a concession contract; and

**WHEREAS**, in exchange for awarding this concession, the City shall permit the jukebox provider to install and maintain at its expense, a jukebox at the Pershing Field Ice Rink; and

**WHEREAS**, N.J.S.A. 40A:11 et seq and N.J.A.C. 5:34-9.4 authorize the City to award concession contracts; and

**WHEREAS**, N.J.A.C. 5:34-9.4 requires the adoption of a resolution authorizing the award of a concession contract;

OCT 09 2013

TITLE:

**RESOLUTION AUTHORIZING THE USE OF INFORMAL QUOTES TO AWARD A CONCESSION CONTRACT FOR THE PROVISION OF A JUKEBOX AT PERSHING FIELD ICE RINK**

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

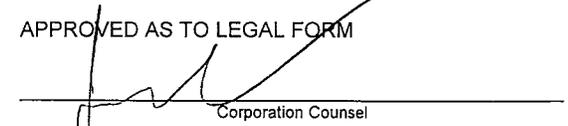
- (1) the above recitals are incorporated herein by reference;
- (2) the use of informal quotes pursuant to N.J.S.A. 40A:11 et seq is authorized for awarding a contract to a concession contractor for the provision of a jukebox at Pershing Field Ice Rink

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



Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

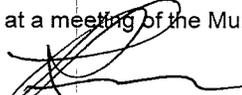
APPROVED **9-0**

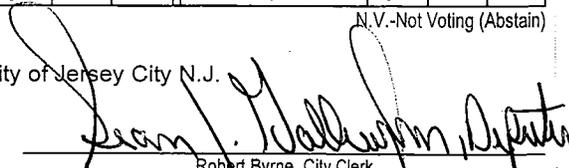
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.9.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.697

Agenda No. 10.R

Approved: OCT 09 2013

TITLE:



**RESOLUTION AUTHORIZING THE USE OF  
COMPETITIVE CONTRACTING TO AWARD A  
CONTRACT FOR CONSULTING SERVICES: ENERGY  
AGGREGATION PROGRAM**

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

**WHEREAS**, the City of Jersey City (City) desires to award a contract for consulting services for the development and implementation of a government energy aggregation (GEA) program; and

**WHEREAS**, a GEA has the potential to reduce energy costs for Jersey City residents; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(k) authorizes the City to use competitive contracting to award a contract for "the operation, management, or administration of other services with the approval of the Director of the Division of Local Government Services"; and

**WHEREAS**, the Director of the Division of Local Government Services has given his approval to use competitive contracting to award a contract for energy aggregation consulting services; and

**WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 et seq;

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq is authorized for awarding a contract for the development and implementation of a government energy aggregation (GEA) program .

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 10.9.13 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.698

Agenda No. 10.S

Approved: OCT 09 2013

TITLE:



## CANCELLATION OF 2013 REAL ESTATE TAXES ON BLOCK 18604 LOT 21 ALSO KNOWN AS 45 MADISON AVENUE

COUNCIL OFFERED, AND MOVED ADOPTION  
OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 18604 Lot 21 filed a successful appeal at the County Board of Taxation; and

**WHEREAS**, the Jersey City Tax Assessor has informed us that the Freeze Act applies for 2 succeeding years; and

**WHEREAS**, the Tax Collector and Tax Assessor have deemed the 2013 taxes in the amount of \$ 5,811.00 to be uncollectible and should be canceled; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 18604 Lot 21 also known as 45 Madison Avenue, Jersey City, New Jersey, is hereby canceled in the amount of \$ 5,811.00.

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 10 9 13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



OFFICE OF THE CITY ASSESSOR  
280 Grove Street  
Jersey City, NJ 07302  
Tel. 201-547-5131 Fax 201-547-4949

**Eduardo Toloza**  
Assessor

DATE: September 30, 2013  
TO: Maureen Cosgrove, Collector  
FROM: Roxanne Mays, Deputy Tax Assessor *R*  
SUBJECT: **Block 18604 Lot 21(Formerly, Block 1951 Lot 6.A)**  
**A/K/A 45 Madison Avenue**

*342200*

---

Please be advised that the owner of the above captioned property filed a successful appeal before the County Board of Taxation for the 2012 taxing year. The 2012 appeal places this parcel as exempt for the year 2012 going forward. No further appeals were filed, therefore, the Freeze Act (NJSA 54:51A-8) should have been applied for the two (2) succeeding years. Application of the freeze was inadvertently not applied for the 2013 year.

Could you please apply the Freeze Act by cancelling the corresponding taxes for 2012. Our records have been amended to reflect the final judgment placing this parcel back at its exempt status.

If you have any question on this matter, please don't hesitate to give me a call.

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

City Clerk File No. Res. 13.699

Agenda No. 10.T

Approved: OCT 09 2013



**TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH PUBLIC HEALTH SOLUTIONS, FOR THE USE OF A PORTION OF BLOCK 12901, LOT 5, OR BLOCK 9403, LOT 14, MORE COMMONLY KNOWN AS 115 CHRISTOPHER COLUMBUS DRIVE OR 1 JOURNAL SQUARE PLAZA, RESPECTIVELY**

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

**WHEREAS**, the City of Jersey City is the Lessee of certain property located within Block 12901, Lot 5, more commonly known by the street address of 115 Christopher Columbus Drive, and within Block 9403, Lot 14, 1 Journal Square Plaza [Property]; and

**WHEREAS**, Public Health Solutions is a nonprofit, 501(c)(3) organization uniquely qualified to provide services relating to the implementation of the Affordable Health Care Act [Entity] as indicated on the Certificate attached hereto as Exhibit A; and

**WHEREAS**, the Entity has requested permission to use a portion of the Property consisting of approximately a 100 square feet cubicle, for the sole purpose of providing the following public services to the citizens of the City of Jersey City, more specifically, to assist City residents navigating and understanding their options under the Affordable Health Care Act, Monday through Friday, between the hours of 9:00 a.m. through 5:00 p.m.

**WHEREAS**, the Entity has agreed to pay the City the sum of \$7,000 for up to ten (10) months; and

**WHEREAS**, the Entity needs to use the Property for a period commencing on or about October 15, 2013 and expiring ten (10) months thereafter, during the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, for the above stated public purposes; and

**WHEREAS**, a municipality is authorized to execute a license for health care services of its residents pursuant to N.J.S.A. 40A:12-15(b).

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

1. Public Health Solutions, a nonprofit 501(c)(3) organization, with offices at 40 Worth Street, 5<sup>th</sup> Floor, New York, New York 10013-2988, is authorized to use a portion of certain City leased facility located within Block 12901, Lot 5, more commonly known by the street address of 115 Christopher Columbus Drive, and within Block 9403, Lot 14, 1 Journal Square Plaza, consisting of approximately a 100 square feet cubicle, for the above stated purposes for a period of up to ten (10) months at the rate of \$7,000 for up to ten (10) months, commencing on or about October 15, 2013 and expiring ten (10) months thereafter; and
2. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement in substantially the form attached hereto.

JM/he  
10/03/13

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 10.9.13 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rojardo R. Lavarro, Jr., President of Council

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

## NON-PROFIT LICENSE AGREEMENT

(Rev. 10-02-13)

THIS LICENSE [License] made this \_\_\_ day of \_\_\_\_\_, 2013, between the CITY OF JERSEY CITY, [CITY], a municipal corporation of the State of New Jersey, with offices at 280 Grove Street, Jersey City, New Jersey 07302; and PUBLIC HEALTH SOLUTIONS [NONPROFIT] is a nonprofit corporation with offices at 40 Worth Street, 5<sup>th</sup> Floor, New York, New York 10013-2988.

### ONE PROPERTY

The City hereby permits the Nonprofit to use a portion of certain leased facility located within Block 12901, Lot 5, more commonly known by the street address of 115 Christopher Columbus Drive, and within Block 9403, Lot 14, 1 Journal Square Plaza [Property]. The designation of either 115 Christopher Columbus Drive or 1 Journal Square Plaza shall be made by the Business Administrator. The portion to be used consists of approximately a 100 square feet cubicle. The licensed portion of the property is specifically depicted on the diagram attached hereto as Exhibit A and includes egress and access through the common areas of the building.

### TWO USE OF THE PROPERTY

The Nonprofit is a 501(c)(3) corporation under the IRS Code and a non-profit corporation of the State of New Jersey. A copy of the IRS Letter and Certificate of Incorporation is attached as Exhibit A.

The Property is to be used solely and exclusively for one of the public purposes permitted under N.J.S.A. 40A:12-15 and for no other purpose whatsoever. That public purpose is as follows:

**to assist City residents navigating and understanding their options under the Affordable Health Care Act.**

These services shall be delivered in accord with all federal, state and local rules and regulations and any applicable licensing requirements.

Under no circumstances may the Property be used for any political, partisan, sectarian, denominational, or religious purposes.

**THREE**  
**HOURS AND DAYS OF OPERATION**

The Nonprofit is required to use the Property for the above stated public purposes, for no less than eight (8) hours per day from Monday to Friday during the hours of 9:00 a.m. through 5:00 p.m. The hours or days may be expanded or reduced up to a total of 20%, of such time, with the prior written consent of the City's Business Administrator, whose consent may be rescinded at any time for any reason.

If the Nonprofit ceases to provide all of the services during the above hours and days, the City shall have the right to terminate the agreement in accordance with the provisions set forth below.

**FOUR**  
**TERM**

The term shall be for a period of up to ten (10) months and shall commence on or about October 15, 2013. The term cannot be extended without a new resolution and approval of the Municipal Council.

**FIVE**  
**FEE**

The fee shall be \$7,000 for ten (10) months. The fee shall be payable in monthly installments of \$700 each.

**SIX**  
**ACCOUNTING SYSTEM/ANNUAL REPORTS**

The Nonprofit agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles (GAAP).

Following the commencement of the term of the License, on or before January 1, 2014, Nonprofit shall submit the following reports:

A. Semi-Annual Report. In narrative form, with such other documents as are appropriate or necessary, a report to the Business Administrator setting out for the prior six (6) month period the following:

- (i) the activities that the Nonprofit undertook in furtherance of the public purpose for which the License was granted;
- (ii) the approximate value or cost, if any, of such activities in furtherance of such purpose; and
- (iii) an affirmation of its continued active status as a tax exempt non-profit corporation, under both state and federal laws.
- (iv) a Disclosure Statement listing the persons having any ownership interest in the Entity, and the extent of the ownership interest of each; and
- (v) such additional information as the City may request from time to time.

B. Auditor's Report: Within ninety (90) days after the close of the fiscal or calendar year, depending on the Nonprofit's accounting basis, the Nonprofit shall submit to the City Clerk, who shall advise those municipal officials required to be advised, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to such details as may relate to the financial affairs of the Nonprofit and to its operation and performance hereunder, pursuant to the Law and this License.

**SEVEN**  
**ACCEPTANCE OF THE PROPERTY "AS IS"**

The Nonprofit has made a full and complete examination of the Property, as well as its present uses and non-uses. Nonprofit accepts the Property without any representation or warranty, express or implied, in fact or by law, by City and without recourse to City as to the nature, condition or suitability thereof or the use or uses to which the Property or any part thereof may be put. Nonprofit acknowledges the Property is being Licensed in strictly in its "as is" condition.

**EIGHT**  
**USE RESTRICTIONS**

During the term of this License, the Property shall be used, maintained and operated in accordance with the provisions of the Law and this License.

In no event shall the Property be used for any commercial, business, trade, manufacturing, wholesaling, retailing, or other profit making enterprise or for any political, partisan, sectarian, denominational or religious purpose, or in any manner that would give rise to a violation of any Law.

The Nonprofit shall not do or permit any act or thing upon the Property which will subject the City to any liability by reason of any illegal business or conduct upon the Property, or by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Property as to fully protect the City.

The Nonprofit's failure to comply shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate this License.

**NINE**  
**SUB-LET/ASSIGNMENT**

The Nonprofit shall not sub-let or assign the Property or any portion thereof for any time during the term of this agreement either with or without consideration.

**TEN**  
**QUIET ENJOYMENT**

City represents that it is the owner of the Property and as such, agrees that the Nonprofit shall have quiet and peaceful possession of the Property and shall enjoy all of the rights herein granted without interference.

**ELEVEN**  
**UTILITIES**

All utilities and services (including, but not limited to, water, heat, gas and electricity) shall be furnished to the Property for the benefit of the Nonprofit shall be paid for by the Nonprofit on a prorated basis no later than thirty (30) days after the receipt of a bill from the City. The City shall not be liable for any interruption or delay in any of the utilities or services. However, any such interruption or delay caused by the City shall not cause the Nonprofit to be in Default hereunder.

**TWELVE**  
**REPAIR AND MAINTENANCE**

Nonprofit, for and during the term of this License, at Nonprofit's sole cost and expense, assumes all responsibility and obligation for the physical condition of the Property. Nonprofit shall take good care of the Property and appurtenances therein, and at its own cost and expense make all repairs thereto, as and when needed to preserve them in good working order.

Any damage or injury to the building area, building or the Property caused only by the negligence or improper conduct of the Nonprofit, or its employees, invitees, licensees or agents, shall be repaired promptly by Nonprofit at its sole cost and expense.

If Nonprofit refuses or fails to make such repairs within thirty (30) days after written notice from the City to the Nonprofit of the need therefor, the City may make such repairs at the expense of the Nonprofit, and such expense shall be collectible as additional rent.

#### **THIRTEEN** **DESTRUCTION OF THE PROPERTY**

If the Property during the term of this License, shall be destroyed or damaged in whole or in part by fire, act of God or by any other cause whatsoever, Nonprofit shall give prompt notice thereof to the City. If the damage to the Property makes the Property unfit for occupancy and should the Property be so badly damaged that it cannot be repaired within a reasonable period of time after the damage, the term shall, at the option of the City, terminate from the date of the damage or destruction; and the Nonprofit shall immediately surrender the Property and all of the Nonprofit's interest therein to the City, and shall pay rent due only to the time of such surrender.

#### **FOURTEEN** **COMPLIANCE WITH LAWS**

The Nonprofit shall comply with all laws, ordinances, regulations of the Federal, State, County and municipal authorities applicable to the business conducted by the Nonprofit in the Property. The Nonprofit shall not do or permit anything to be done in the Property, or keep anything therein, which will conflict with the regulations of the Fire Department or with any insurance policy upon the improvements or any part thereof.

#### **FIFTEEN** **SIGNAGE**

No sign, advertisement or notice shall be affixed to or placed upon any part of the exterior of the Property by the Nonprofit, except in such manner, and of such size, design and color as shall be permitted under the City's land use regulations and as approved in advance and in writing by the Business Administrator.

**SIXTEEN**  
**NOTICES**

All notices and demand, incidental to this License, or the occupation of the Property, shall be in writing. If the City desires to serve upon the Nonprofit any notice or demand, it shall be sufficient to send a copy by certified mail, return receipt requested, or delivered to:

Public Health Solutions  
40 Worth Street - 5<sup>th</sup> Floor  
New York, NY 10013-2988  
Attn: Sandra Jean-Louis, Director  
Access to Health & Food Benefits

Notices from the Nonprofit to the City shall be sent by certified mail, return receipt requested or delivered to:

City of Jersey City  
Office of Real Estate  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

A copy of any notice to the City should also be addressed to the attention of the Jersey City Business Administrator.

**SEVENTEEN**  
**CONDEMNATION**

If the Property or any part thereof shall be taken by a public or quasi-public authority under any power of eminent domain or condemnation, this License shall forthwith terminate and the Nonprofit shall not be entitled to any proceeds payable to the City arising from the taking.

**EIGHTEEN**  
**INSURANCE**

Prior to the commencement of any excavation or construction, the Nonprofit shall deliver to City a policy of public liability insurance in the minimum amount of \$1,000,000 for personal injuries or death to any one person; and \$1,000,000 for personal injuries or death in any one occurrence; Property Damage Insurance for 100% of Replacement Cost covering all risks of physical loss or damage, including Flood and Earthquake and Builders' Risk Insurance on completed value form until construction is completed. Nonprofit agrees to deliver any other type of insurance policies and in such amounts as shall be determined by the City's Risk Manager.

All required insurance shall name the City as an additional insured and provide that the insurer will not cancel same without at least thirty (30) days prior written notice to City.

The Nonprofit shall procure policies for such insurance for periods as hereinafter provided, and shall deliver to the City copies of the original policy or policies, and shall also deliver to City evidence of the payment of the annual premiums and shall procure renewals thereof from time to time at least thirty (30) days before the expiration of any similar policy then existing. In default of such delivery, the City may procure any such insurance, and the Nonprofit shall, on demand, reimburse the City for the costs of such insurance.

All insurance required by this License shall be written by insurer(s) authorized to do business in New Jersey. For the purposes of this Paragraph any policy of insurance required to be carried by Nonprofit pursuant hereto shall have been approved by City as to its form, amount and insurer.

#### **NINETEEN** **INDEMNIFICATION**

Notwithstanding the imposition of joint or concurrent liability upon the City by law, ordinance, rule, regulation or order, the Nonprofit shall indemnify, defend and hold harmless the City, (except for negligence or the willful acts of City's employees) its contractors or agents, against and from any and all liability, fines, suits, claims, demands and action, and costs and expenses of any kind or nature during the time of the License due to or arising out of:

(a) any breach, violation or non-performance of any covenant, condition or agreement of this License to be fulfilled, kept, observed or performed by Nonprofit and/or

(b) any damage to person or Property occasioned by Nonprofit's use and occupancy of the Property or by any use or occupancy which Nonprofit may permit or suffer to be made of the Property, and/or

(c) any injury to person or persons, including death resulting at any time therefrom, occurring within or on the Property and/or on the public sidewalks or curbs abutting the same.

If the Nonprofit shall be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding which the City is made a party, the City shall be entitled to appeal, defend, or otherwise take part in the matter involved, at its election, by counsel of its own choosing, providing such action by the City does not limit or make void any liability of any insurer of the City or Nonprofit hereunder in respect to the claim or matter in question; and further providing that such action by City is at City's sole cost and expense if such action or proceeding involves a claim which is less than the insurance coverage provided by Nonprofit therefor. Notwithstanding anything to the contrary herein, Nonprofit shall have no obligation to indemnify, defend or hold City harmless pursuant to this Section for any liability, property damage or personal injury that occurred prior to the commencement of the term of the License.

**TWENTY**  
**INSPECTION OF PROPERTY AND RECORDS**

The Nonprofit shall permit the inspection of its property, equipment, buildings and other facilities of the Property. It shall also permit, no more than twice a year, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Nonprofit.

**TWENTY-ONE**  
**COOPERATION BY CITY**

City agrees, promptly upon request of Nonprofit, to assist Nonprofit in obtaining all applications, authorizations or other instruments prepared by Nonprofit or its agents or contractor which may be required by any governmental authority in connection with its use and occupancy of the Property by Nonprofit including filing of plans with any governmental authority; for the issuance of permits and authorizations to Nonprofit or its agent or contractor to construct the agreed upon improvements upon the Property, including, without limitation, sewer connections, utility hook-ups, land use approvals, site plan approvals and certificates of occupancy for any such improvements. Nonprofit agrees that City shall not become obligated for or be required to pay or incur any costs or expenses by reason of the execution of any such application, authorization or other documents, nor to waive or amend any governmental requirement.

**TWENTY-TWO**  
**NO MECHANICS LIENS**

Nonprofit agrees that in any contract or subcontract pertaining to any City approved repairs or alterations to the Property, it shall use its best efforts to insert a clause pursuant to which the contractor, the subcontractors for themselves and for all parties acting through or under them each of them will:

(a) covenant and agree that no mechanic's liens shall be filed by any of them against the Property for, or on account of any work done or material furnished by the contractor or subcontractors by any and all parties acting through or under them for each of them for, toward in or about the construction on the property; and

(b) waive and relinquish the right to have, file and maintain any mechanic's lien or claim against the Property. The contract shall also provide that all subcontracts with subcontractors and material men must contain waiver of lien provisions similar to that required to be contained in any contract to be executed by Nonprofit with a contractor.

Notice is hereby given that the City shall not be liable for any labor or materials furnished or to be furnished to the Nonprofit upon credit, and that no mechanic's or other lien for any such labor or materials shall attach or affect the reversion or other estate or interest of the City in and to the Property, and specifically shall not effect the terms and conditions

of this License. Nonprofit shall cause this notice to be contained in any memorandum of License recorded with respect to this License.

Nonprofit covenants that if any mechanic's lien shall have been filed against the Property, or if any conditional bill of sale, chattel mortgage, security agreement or title retention documents shall have been filed for or affecting any materials, machinery or fixtures used in the construction, repair or operation thereof, or annexed to the Property by the Nonprofit, or its successors in interest, the Nonprofit shall, within thirty (30) days of the receipt of notice from City of the filings thereof, remove, bond, or satisfy the lien, conditional bill of sale, chattel mortgage, security agreement or title retention documents. If Nonprofit fails to remove or satisfy any of the foregoing within the thirty (30) day period, City may pay the amount of such mechanic's lien, conditional bill of sale, chattel mortgage, security agreement or title retention documents, or discharge the same by deposit, and the amount so paid or deposited shall be deemed additional rent reserved under this License, and shall be payable forthwith, on demand by City.

**TWENTY-THREE**  
**EVENT OF DEFAULT/NOTICE OF DEFAULT**

Default shall mean the failure of the Nonprofit to conform with any term of this License or failure of the Nonprofit to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

In the event that this License be terminated for any uncured Default, as provided hereunder City shall be entitled to recover from the Nonprofit, and the Nonprofit shall pay the following to the City at such time or times as such expenses shall have been incurred by the City.

- (a) an amount equal to all reasonable expenses, if any, including attorney's fees, incurred by the City in recovering possession of the Property, and
- (b) all reasonable costs and charges for the care of the Property while vacant.

In the event of an uncured Default by Nonprofit in the performance of any of the covenants hereof, City shall have the right of injunction, and the right to invoke any remedy allowed at law or in equity under any present or future law, in addition to any other specific remedies, indemnity or reimbursement permitted by law.

Should the Nonprofit be in Default, the City shall send written notice to the Nonprofit of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default.

**TWENTY-FOUR**  
**CURE UPON DEFAULT**

The Nonprofit shall have thirty (30) days, from receipt of the Default Notice, to cure any Default. Delays occasioned by "force majeure" shall not be included in calculating the thirty (30) day period. If, in the sole opinion of the City, the Default cannot be cured within thirty (30) days using reasonable diligence, the City may extend the time to cure, if the Nonprofit can demonstrate to the City's satisfaction that Nonprofit is proceeding with reasonable diligence and will be able to prosecute the cure of the Default to completion.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement.

**TWENTY-FIVE**  
**NOTICE OF TERMINATION IN EVENT OF DEFAULT**

In the event the Nonprofit fails to cure or remedy the Default within the time period provided above, the City may terminate this Agreement upon thirty (30) days written notice to the Nonprofit [Notice of Termination].

**TWENTY-SIX**  
**TERMINATION**

The City may terminate the agreement for any reasons whatsoever, with or without cause upon ninety (90) days written notice to the Nonprofit.

**TWENTY-SEVEN**  
**SURRENDER**

Nonprofit shall, at the expiration of the License or any extension thereof, or on the sooner termination thereof, peacefully and quietly leave, surrender and yield to City the Property, together with all alterations, additions and improvements which may have been made upon the Property. The Property shall be surrendered in broom clean condition.

When furnished by or at the expense of Nonprofit, furniture, fixtures, equipment and personal property, whether or not affixed to such building, may be removed by Nonprofit at

any time prior to the termination of this License, provided such removal can be done without material injury to the Property or building. All property not removed prior to the date of the termination of this License shall be deemed abandoned by Nonprofit.

No failure on the part of the City or of Nonprofit to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by City or Nonprofit, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of City or Nonprofit to enforce the same in the event of any subsequent breach of default.

**TWENTY-EIGHT**  
**ENTIRE AGREEMENT**

This License contains the entire agreement between the City and Nonprofit.

This License shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

**TWENTY-NINE**  
**FORCE MAJEURE**

Neither City or Nonprofit shall be deemed to be in default of any of its obligations hereunder if and so long as non-performance shall be caused by strikes, lockouts, non-availability of labor or materials, war or national defense preemptions, governmental restrictions, acts of God, national or State declared emergencies or other causes beyond the control of the City or Nonprofit.

**TWENTY-THIRTY**  
**MISCELLANEOUS**

A. All the terms and conditions of this License shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

B. This instrument may not be changed orally.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Nonprofit and the City have combined in their review and approval of same.

D. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

E. There shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

F. In their dealings with each other, reasonableness and good faith is required from both the Nonprofit and the City.

G. Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City has under law, in equity, or under any provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**ROBERT J. KAKOLESKI**  
**ACTING BUSINESS ADMINISTRATOR**

**ATTEST:**

**PUBLIC HEALTH SOLUTIONS**

\_\_\_\_\_  
**SANDRA JEAN-LOUIS**

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

City Clerk File No. Res. 13-700

Agenda No. 10.U

Approved: OCT 09 2013



TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A ONE YEAR AGREEMENT WITH THE CENTERS FOR MEDICARE/MEDICAID SERVICES, AN AGENCY OF THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, TO DESIGNATE THE CITY OF JERSEY CITY AS A MARKETPLACE AND TO TRAIN CITY EMPLOYEES AS COUNSELORS TO PROVIDE CITY CITIZENS CONCERNING THE FEDERAL AFFORDABLE HEALTH CARE ACT**

**COUNCIL offered the moved adoption of the following Resolution:**

**WHEREAS**, the Centers for Medicare & Medicaid Services [CMS], is a federally designated agency which manages and oversees the Federally-Facilitated Exchanges [FFE] on behalf of the U.S. Department of Health and Human Services; and

**WHEREAS**, CMS can designate a city in a State/States in which an FFE is operating as Certified Application Counselor Designated Organization [CDO] to train and certify staff members and volunteers to act as certified application counselors in an FFE in order to inform its residents about their options under the Federal Affordable Health Care Act; and

**WHEREAS**, CMS desires to designate the City of Jersey City [City] as a Certified Application CDO in the State of New Jersey to perform the duties and meet the standards and requirements of 45 CFR 155.225; and

**WHEREAS**, this will enable the City to provide information about the full range of Qualified Health Plan [QHP] options and Insurance Affordability Programs for which these persons are eligible; assist with applications for coverage in a QHP through the FFE and for Insurance Affordability Programs; and help to facilitate enrollment in QHPs and Insurance Affordability Programs; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(2) a municipality is authorized to execute agreements with the United States of America or the State of New Jersey or an agency thereof.

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

1. An agreement with the Centers for Medicare & Medicaid Services, a federally designated agency which manages and oversees the Federally-Facilitated Exchanges on behalf of the U.S. Department of Health and Human Services, is hereby approved for up to one (1) year to enable the City of Jersey City to be a Certified Application Counselor Designated Organization is hereby approved.
2. The Mayor or Business Administrator are authorized to execute an agreement in substantially the form attached, subject to such modifications are appropriate or necessary.
3. The Mayor or Business Administrator are also authorized to execute any documents or undertake any actions in furtherance of the purposes of the within resolution.

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 10.9.13 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**AGREEMENT BETWEEN CERTIFIED APPLICATION COUNSELOR DESIGNATED ORGANIZATION IN A STATE IN WHICH THE FEDERALLY-FACILITATED EXCHANGE IS OPERATING AND CERTIFIED APPLICATION COUNSELOR**

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**THIS AGREEMENT** (“Agreement”) is entered into between \_\_\_\_\_, an organization that The Centers for Medicare & Medicaid Services (“CMS”), which manages and oversees the Federally-facilitated Exchanges (“FFE”), has designated as a Certified Application Counselor Designated Organization in \_\_\_\_\_ [Insert name(s) of applicable FFE state(s) in which organization is designated], a State/States in which an FFE is operating (hereinafter referred to as “CDO”) and \_\_\_\_\_, a staff member or volunteer of the CDO who wishes to be certified by the CDO to act as a Certified Application Counselor (hereinafter referred to as “Staff Member/Volunteer”) and to perform the duties and meet the standards and requirements of 45 CFR 155.225. The CDO and Staff Member or Volunteer are hereinafter sometimes referred to as “Party,” or, collectively, as the “Parties.”

**WHEREAS:**

1. Pursuant to 45 CFR 155.225(b), CMS may designate an organization to certify its staff members or volunteers to act as Certified Application Counselors.
2. CMS has designated CDO to certify staff members and volunteers to act as certified application counselors in an FFE.
3. Pursuant to 45 CFR 155.225(c), CACs are expected to provide the following services to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or these individuals’ legal representative(s) or Authorized Representative(s):
  - a. Provide information about the full range of Qualified Health Plan (QHP) options and Insurance Affordability Programs for which these persons are eligible;
  - b. Assist with applications for coverage in a QHP through the FFE and for Insurance Affordability Programs; and
  - c. Help to facilitate enrollment in QHPs and Insurance Affordability Programs.
4. The CDO, and the staff members and volunteers that the CDO certifies as CACs, will need to create, collect, disclose, access, maintain, store, and/or use the Personally Identifiable Information (“PII”) from CMS, Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized Representative(s) that is necessary to carry out the Authorized Functions described at III.b below.
5. CDO has determined that it would be beneficial to permit the staff members and volunteers it certifies as CACs to create, collect, disclose, access, maintain, store, and use PII from CMS, Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized

Representative(s), in order to perform the Authorized Functions described in Section III.b of this Agreement.

6. 45 CFR 155.225(d)(3) requires all CACs to comply with the Exchange's privacy and security standards adopted consistent with 45 CFR 155.260, and applicable authentication and data security standards.
7. CMS, in the administration of the FFEs, has adopted privacy and security standards concerning personally identifiable information ("PII") and applicable authentication and data security standards, which are set forth in Appendix A, "Privacy and Security Standards and Implementation Specifications for Non-Exchange Entities." Compliance with this Agreement satisfies the requirement under 45 CFR 155.225(d)(3) to comply with applicable authentication and data security standards.

Now, therefore, in consideration of the promises and covenants herein contained, the adequacy of which the Parties acknowledge, the Parties agree as follows.

I. DEFINITIONS. Capitalized terms not otherwise specifically defined herein shall have the meaning set forth in the attached Appendix B, "Definitions," and/or in 45 CFR 155.20, which definitions are hereby incorporated by reference.

II. OBLIGATIONS AND CONDITIONS

a. Staff Member/Volunteer's Obligations and Conditions. To carry out the functions authorized by 45 CFR 155.225, and as a condition of Staff Member/Volunteer's certification by CDO, Staff Member/Volunteer agrees to the following:

i. Prior to functioning as a CAC, Staff Member/Volunteer shall do all of the following:

1. Register with CDO and receive a unique identifying number and a CAC Certificate, in accordance with CDO's procedures [ADD FOLLOWING LANGUAGE ONLY IF THE CDO DECIDES TO INCORPORATE USER MANUAL BY REFERENCE RATHER THAN CREATE ITS OWN PROCEDURES] as set forth in Section 2 of the CAC User Manual, which is incorporated by reference into this Agreement Appendix C, "CAC User Manual"];
2. Register for CMS-approved training using Staff Member/Volunteer's unique CAC identification number and the name that will appear on both his or her CAC Certificate and Training Certificate;
3. Complete CMS-approved training regarding QHP options, Insurance Affordability Programs, eligibility, and benefits rules and regulations

governing all Insurance Affordability Programs operated in the state, as implemented in the state;

4. Complete and achieve a passing score on all CMS-approved certification examinations;
  5. Provide proof in the form of his or her printed Training Certificate to CDO that he or she has fulfilled the training and certification examination requirements specified in Section II.b.i.2 and 3; and
  6. Execute this Agreement.
- ii. Staff Member/Volunteer shall disclose to CDO and to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized Representative(s) any relationship Staff Member/Volunteer has with QHPs or Insurance Affordability Programs, or other potential conflicts of interest;
  - iii. [FOR USE ONLY IF THE CDO DECIDES TO REQUIRE THIS] Staff Member/Volunteer shall disclose to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized Representative(s) any relationship the CDO has with QHPs or Insurance Affordability Programs, or other potential conflicts of interest, using language supplied by CDO;
  - iv. Staff Member/Volunteer shall comply with all provisions of this Agreement and its attachments, all of which are hereby incorporated by reference, including Appendix A, "Privacy and Security Standards and Implementation Specifications for Non-Exchange Entities," which was drafted in conformance with 45 CFR 155.260;
  - v. Staff Member/Volunteer shall act in the best interests of any Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer that he or she assists;
  - vi. Staff Member/Volunteer shall, either directly or through an appropriate referral to a Navigator or non-Navigator assistance personnel authorized under 45 CFR §§ 155.205(d) and (e) or 155.210, or to the Exchange call center authorized under 45 CFR § 155.205(a), provide information in a manner that is accessible to individuals with disabilities, as defined by the Americans with Disabilities Act, as amended, 42 USC § 12101, et seq. and section 504 of the Rehabilitation Act, as amended, 29 USC § 794;
  - vii. Staff Member/Volunteer shall provide information to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized

Representative(s) about the full range of QHP options and Insurance Affordability Programs for which they are eligible;

- viii. Staff Member/Volunteer shall assist Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized Representative(s) in applying for coverage in a QHP through the Marketplace and for Insurance Affordability Programs;
- ix. Staff Member/Volunteer shall help to facilitate enrollment of eligible Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers in QHPs and Insurance Affordability Programs;
- x. Staff Member/ Volunteer shall follow CDO's established procedures[ADD FOLLOWING LANGUAGE ONLY IF THE CDO DECIDES TO INCORPORATE USER MANUAL AND SOPS BY REFERENCE RATHER THAN DEVELOP OTHER PROCEDURES] as set forth in Appendix C, "CAC User Manual," and Appendix D, "CAC Standard Operating Procedures (SOPs)," which are incorporated by reference into this Agreement], to:
  1. Prominently display to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized Representative(s) the CAC Certificate provided by CDO evidencing the individual's certification as a CAC each time Staff Member/Volunteer assists any of these persons;
  2. Inform Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized Representative(s), of the functions and responsibilities of CACs. Staff Member/Volunteer may use the model form provided by CMS and appended hereto and referred to as Appendix E to fulfill this requirement;
  3. Prior to creating, collecting, disclosing, accessing, maintaining, storing, or using any PII of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, Qualified Employers, and/or these individual's legal representatives(s) or Authorized Representative(s) obtain the authorization required by 45 CFR 155.225(f) and section III.d of this Agreement (hereinafter referred to as "authorization") to create, collect, disclose, access, maintain, store, and use PII of such person(s) to carry out the Authorized Functions listed at Section III.b of this Agreement. This authorization may be obtained either directly from the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, and/or Qualified Employer,

or through such person(s)' legal representative(s) or Authorized Representative(s). Staff Member/Volunteer may use the model form provided by CMS and appended hereto and referred to as Appendix E to fulfill this requirement. This authorization is separate and distinct both from any authorization obtained pursuant to section III.g of this agreement and from the informed consent referenced in Appendix A at 3(a);

4. Maintain a record of the authorization provided under Section II.a.x.3;
  5. Permit the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, and Qualified Employer, and/or their legal representative(s) or Authorized Representative(s) to revoke the authorization described in Section II.a.x.3. at any time;
  6. Provide his or her unique CAC identification number to any Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, and Qualified Employer, and/or these individuals' legal representative(s) or Authorized Representative(s) assisted by Staff Member/Volunteer, and include his or her unique CAC identification number on any application that is partially or fully completed in connection with Staff Member/Volunteer's assistance for that individual;
- xi. Staff Member/Volunteer shall not impose any charge on any Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized Representative(s) for application or other assistance related to the Exchange;
  - xii. Staff Member/Volunteer shall not sell or otherwise transfer information provided by Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or these individuals' legal representative(s) or Authorized Representative(s) to any person or entity other than such actions as are specifically permitted by this Agreement;
  - xiii. Staff Member/Volunteer shall not collect or otherwise maintain information provided by Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or these individuals' legal representative(s) or Authorized Representative(s), except as specifically provided for in this Agreement;
  - xiv. Upon termination or nonrenewal of Staff Member/Volunteer's agreement with CDO, Staff Member/Volunteer shall immediately cease holding himself or herself out as a CAC to any Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, and Qualified Employer, and/or these

individuals' legal representative(s) or Authorized Representative(s), and immediately cease providing CAC services to the public; and

- xv. As evidenced by my signature hereon, I hereby agree to provide the duties and services described herein without compensation of any kind (other than the wages I may nonetheless earn as an employee of CDO for work performed on behalf of my employer), and hereby waive my rights to any fee, remuneration or compensation to which I might somehow be entitled to receive from the Government of the United States of America under applicable law.

III. OBLIGATIONS RELATED TO THE PRIVACY AND SECURITY OF PERSONALLY IDENTIFIABLE INFORMATION.

- a. Staff Member/Volunteer hereby acknowledges and agrees to accept and abide by the standards and implementation specifications set forth below and in Appendix A, "Privacy and Security Standards and Implementation Specifications for Non-Exchange Entities," which is incorporated by reference in this Agreement, when engaging in any activity as a CAC pursuant to 45 CFR 155.225. Staff Member/Volunteer is thereby bound to strictly adhere to the privacy and security standards, and to ensure that any Workforce it may have that creates, collects, accesses, stores, maintains, discloses, or uses PII, is contractually bound to strictly adhere to the equivalent standards and implementation specifications, so as to ensure the efficient operation of the FFE.
- b. Authorized Functions. Staff Member/ Volunteer may create, collect, disclose, access, maintain, store, and use PII of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representative(s) or Authorized Representative(s), in order to:
  - 1. Provide information about the full range of QHP options and Insurance Affordability Programs for which these persons are eligible;
  - 2. Assist these persons with applications for coverage in a QHP through the FFE and for Insurance Affordability Programs;
  - 3. Help to facilitate the enrollment of these persons in QHPs and Insurance Affordability Programs; and
  - 4. Perform other functions authorized under 45 CFR 155.225, including functions substantially similar to those enumerated above, and such other functions that may be approved by CDO in writing from time to time, but only if CMS has expressly permitted CDO to carry out those functions.
- c. PII Received. Subject to the terms and conditions of this Agreement and applicable laws, in performing the tasks contemplated under this Agreement, Staff Member/Volunteer may create, collect, disclose, access, maintain, store, and use the following

data and PII from Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, Qualified Employers, or these individuals' legal representative(s) or Authorized Representative(s):

APTC percentage and amount applied  
Auto disenrollment information  
Applicant Name  
Applicant Address  
Applicant Birthdate  
Applicant Telephone number  
Applicant Email  
Applicant spoken and written language preference  
Applicant Medicaid Eligibility indicator, start and end dates  
Applicant Children's Health Insurance Program eligibility indicator, start and end dates  
Applicant QHP eligibility indicator, start and end dates  
Applicant APTC percentage and amount applied eligibility indicator, start and end dates  
Applicant household income  
Applicant Maximum APTC amount  
Applicant Cost-sharing Reduction (CSR) eligibility indicator, start and end dates  
Applicant CSR level  
Applicant QHP eligibility status change  
Applicant APTC eligibility status change  
Applicant CSR eligibility status change  
Applicant Initial or Annual Open Enrollment Indicator, start and end dates  
Applicant Special Enrollment Period eligibility indicator and reason code  
Contact Name  
Contact Address  
Contact Birthdate  
Contact Telephone number  
Contact Email  
Contact spoken and written language preference  
Enrollment group history (past six months)  
Enrollment type period  
FFE Applicant ID  
FFE Member ID  
Issuer Member ID  
Net premium amount  
Pregnancy indicator  
Premium Amount, start and end dates  
Special enrollment period reason  
Subscriber Indicator and relationship to subscriber  
Social Security Number  
Tobacco use indicator and last date of tobacco

- d. Authorization. Prior to creating, collecting, disclosing, accessing, maintaining, storing, or using any PII from Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or these individuals' legal representative(s) or Authorized Representative(s), Staff Member/Volunteer will obtain the authorization required under Section II.a.x.3 of this Agreement to create, collect, disclose, access, maintain, use, or store their PII to carry out the Authorized Functions listed at Section III.b of this Agreement, and will permit the authorization to be revoked at any time. Staff Member/Volunteer may use the model form provided by CMS and appended hereto and referred to as Appendix E to fulfill this requirement. This authorization is separate and distinct from any authorization obtained pursuant to section III.g of this agreement and the informed consent referenced in Appendix A at 3(a). The CDO should ensure that a record of the authorization provided is maintained in a manner consistent with the privacy and security standards set forth in Appendix A.
- e. Collection of PII. PII collected from Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, and/or their legal representative(s) or Authorized Representative(s), may be used only for the Authorized Functions specified in Section III.b of this Agreement. Such information may not be reused for any other purpose.
- f. Storing PII. Other than documentation related to the authorization required by Section III.d above, Staff Member/Volunteer is not expected or required to maintain or store any of the above listed PII as a result of carrying out the Authorized Functions specified in Section III.b above. To the extent that Staff Member/Volunteer does maintain or store PII, such as documentation related to the authorization required by Section III.d, he or she must agree to comply with all provisions of this Agreement and Appendix A that apply to the maintenance or storage of PII.
- g. Collection and Use of Information Provided Under Other Authorities. This Agreement does not preclude Staff Member/Volunteer from separately collecting information from Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, Qualified Employers, or their legal representative(s) or Authorized Representative(s), for a non-FFE purpose, and using, reusing, and disclosing such non-FFE information obtained separately as permitted by applicable law and/or other applicable authorities. Such information must be separately collected and stored from any PII collected in accordance with this Agreement. Any authorization for collection and use of PII under this provision is separate and distinct from the authorization obtained pursuant to Section III.d above and II.a.x.3, and should be obtained and maintained separately from that authorization.
- h. Ability of Consumer to Limit Collection and Use. Staff Member/Volunteer agrees to allow the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, Qualified Employer, directly or through their legal representative(s) or Authorized Representative(s), to limit Staff Member/Volunteer's creation, collection, use, maintenance, storage, and disclosure of their PII to the sole purpose of obtaining Staff

Member/Volunteer's assistance for FFE purposes, and for performing Authorized Functions specified in Section III.b of this Agreement.

IV. EFFECTIVE DATE; TERM AND RENEWAL.

- a. Effective Date and Term. This Agreement becomes effective on the date the last of the two Parties signs this Agreement and ends one year from the effective date.
- b. Renewal. This Agreement will automatically renew for subsequent and consecutive one (1) year periods upon the expiration of this Agreement, unless:
  - i. CDO is no longer designated by CMS; or
  - ii. CDO, in its sole and absolute discretion, notifies Staff Member/Volunteer with 30 Days' advance written notice that it has determined that the Agreement will not be renewed. Such notice will specify whether and under what conditions CDO will renew the Agreement; or
  - iii. CDO terminates the Agreement pursuant to Section V of this Agreement.

V. Termination

- a. Termination without Cause. Either Party may terminate this Agreement without cause upon thirty (30) Days' prior written notice to the other Party.
- b. Termination with Cause. This Agreement shall terminate immediately when Staff Member/Volunteer no longer holds a position as a staff member or volunteer at CDO, or when CDO withdraws Staff Member/Volunteer's certification as a CAC, or when CMS has withdrawn CDO's designation as a CDO. CDO may terminate this Agreement for cause as soon as possible, but in no event later than twenty (20) Days after the triggering event (identification or notification of noncompliance) if CDO learns or is notified by CMS that Staff Member/Volunteer has failed to comply with the terms and conditions of this Agreement or with any applicable requirements of 45 CFR 155.225, unless Staff Member/Volunteer commences curing such breach(es) within such 20-Day period to the reasonable satisfaction CDO, and thereafter diligently implements such cure to completion. The 20-Day notice from CDO shall contain a description of the material breach, whereupon Staff Member/Volunteer shall have seven (7) Days from the date of the notice in which to propose a plan and a time frame to cure the material breach, which plan and time frame may be rejected, approved or amended in CDO's sole but reasonable discretion. Notwithstanding the foregoing, Staff Member /Volunteer shall be considered in "Habitual Default" of this Agreement in the event that it has been served with a 20-Day notice under this subsection more than three (3) times in any calendar year, whereupon CDO may, in its sole discretion, immediately thereafter terminate this Agreement upon notice to Staff Member/Volunteer without any further opportunity to cure or propose cure.
- c. Consequences of Termination or Nonrenewal. If this Agreement is not renewed pursuant to Section IV.b or is terminated pursuant to Sections V.a or V.b of this

Agreement, Staff Member/Volunteer's certification as a CAC is automatically withdrawn. If that occurs Staff Member/Volunteer must immediately cease holding himself or herself out as a CAC to any Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, and Qualified Employer, and/or these individuals' legal representative(s) or Authorized Representative(s), and must immediately cease providing CAC services to the public.

VI. DESTRUCTION OF PII. Staff Member/Volunteer covenants and agrees to destroy all PII in his or her possession at the end of the record retention period required under Appendix A. If, upon the termination or expiration of this Agreement Staff Member/Volunteer has in his or her possession PII for which no retention period is specified in Appendix A, such PII shall be destroyed within thirty (30) Days of the termination or expiration of this Agreement. Staff Member/Volunteer's duty to protect and maintain the privacy and security of PII, as provided for in Appendix A of this Agreement, shall continue in full force and effect until such PII is destroyed and shall survive the termination or expiration of this Agreement.

VII. GENERAL PROVISIONS.

- a. Assignment and Delegation. Staff Member/Volunteer shall not assign its rights or delegate its performance under this Agreement. CDO shall not assign its rights or delegate its performance under this Agreement without the express prior written consent of CMS.
- b. Disclaimer. Neither this Agreement nor the activities of the Parties contemplated under this Agreement shall be deemed or construed to create in any way any partnership, joint venture or agency relationship between either or both of the Parties hereto on one hand and the United States of America (or any of its agencies or departments) on the other. Neither CDO nor Staff Member/Volunteer is, nor shall either CDO or Staff Member/Volunteer hold itself out to be, vested with any power, authority or right to act on behalf of the United States of America in any manner as an agent or representative thereof, or to bind the United States in any manner or fashion.
- c. Amendments. CDO may amend this Agreement for purposes of reflecting changes in applicable law, regulations, or CMS implementation guidance, with such amendments taking effect upon thirty (30) Days' written notice to Staff Member/Volunteer ("CDO notice period"). Staff Member/Volunteer may reject such amendment, by providing to CDO, during the CDO notice period, thirty (30) Days' written notice of its intent to reject the amendment ("rejection notice period"). Any such rejection of such amendment made by CDO for purposes of reflecting changes in applicable law, regulations, or CMS implementation guidance shall result in the termination of this Agreement upon expiration of the rejection notice period.

- d. Compliance with Law. CDO and Staff Member/Volunteer shall comply with any and all applicable laws, statutes, regulations or ordinances of the United States of America, and any Federal Government agency, board or court, that are applicable to the conduct of the activities that are the subject of this Agreement, including but not limited to, any additional and applicable standards required by statute, and any regulations or policies implementing or interpreting such statutory provisions hereafter issued by CMS. In the event of a conflict between the terms of this Agreement and, any statutory, regulatory, or sub-regulatory guidance released by CMS, the requirement which constitutes the stricter, higher or more stringent level of compliance controls.
  
- e. [Placeholder for Governing Law provision]
  
- f. [Placeholder for Notices provision]
  
- g. [Placeholder for Severability provision]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**This "Agreement between CDO and Staff Member/Volunteer has been signed by:**

**FOR CDO:**

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

[Title of person authorized to enter into agreements on behalf of organization to bind the organization]

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

**FOR Staff Member/Volunteer:**

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

Printed Name:

\_\_\_\_\_

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

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

City Clerk File No. Res. 13.701

Agenda No. 10.V

Approved: OCT 09 2013



**TITLE:**  
**RESOLUTION URGING THE STATE LEGISLATURE TO ENACT THE PROPOSED LAW ENTITLED "OPPORTUNITY TO COMPETE ACT" TO REMOVE OBSTACLES TO EMPLOYMENT FOR PEOPLE WITH PRIOR CRIMINAL RECORDS**

**COUNCIL** offered the moved adoption of the following Resolution:

**WHEREAS**, many citizens are barred from being considered for gainful employment because a background check may reveal, sometimes mistakenly, that a criminal conviction, minor in nature, occurred in the distant past or is unrelated to the position sought; and

**WHEREAS**, barring ex-offenders from the job market, who have already paid their debt to society, is not only unfair but can make recidivism a foregone conclusion; and

**WHEREAS**, society should remove barriers that keep qualified rehabilitated workers trapped at the margins of society or worse; and

**WHEREAS**, under the proposed "Opportunity to Compete Act", inquiries into a candidate's criminal history would be delayed until later in the hiring process; and

**WHEREAS**, this delay would encourage employers to focus on the current skills and qualifications of a candidate, rather than on past mistakes and to provide realistic employment opportunities for a person who has demonstrated that he or she has changed his or her life; and

**WHEREAS**, it will insure that employers consider the nature of the criminal record, how long ago it occurred, the relationship between the record and the job, a candidate's subsequent good conduct and community involvement, etc., as well as evidence of any errors in a candidate's record; and

**WHEREAS**, it is in the best interest of the City of Jersey City and the State of New Jersey to ensure that employment candidates, including ex-offenders, are treated fairly by prospective employers.

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

1. The Council strongly supports adoption of the "Opportunity to Compete Act" by the State of New Jersey.
2. Copies of the within Resolution shall be forwarded to Assembly Speaker Sheila Y. Oliver, Senate Majority Leader Stephen Sweeney, the Hudson County Delegation to the State and Governor Chris Christie.

JM/he  
 10/07/13

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 10.9.13 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
 Roglando R. Lavarro, Jr., President of Council

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

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

City Clerk File No. Res. 13.702

Agenda No. 10.W

Approved: OCT 09 2013



TITLE: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARDIN, KUNDLA, MCKEON & POLETTO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTERS ENTITLED LIBERTY STORAGE, LLC V. CITY OF JERSEY CITY, ET AL. AND STERLING CAPITAL, LLC V. CITY OF JERSEY CITY, ET AL.

COUNCIL

offered and moved adoption of the

following resolution:

**WHEREAS**, the City of Jersey City acquired by eminent domain property on Linden Avenue for the construction of the new municipal services center; and

**WHEREAS**, the property was contaminated with substances such as chromium requiring environmental remediation of the entire property; and

**WHEREAS**, the City of Jersey City requires the services of an attorney to represent the City in two actions to determine the liability of prior owners of the property for the costs of remediation; and

**WHEREAS**, the law firm of Hardin, Kundla, McKeon & Poletto are qualified to perform these services; and

**WHEREAS**, special counsel agreed to provide these services at an hourly rate of \$150.00 per hour, including expenses, for a total amount not to exceed \$60,000; 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. (the Pay-to-Play Law); and

**WHEREAS**, in September, 2013, 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**, Hardin, Kundla, McKeon & Poletto, LLP submitted a Qualification Statement in response to the 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**, Hardin, Kundla, McKeon & Poletto has completed and submitted a Business Entity Disclosure Certification which certifies that he 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 Hardin, Kundla, McKeon & Poletto from making any reportable contributions during the term of the contract; and

**WHEREAS**, Hardin, Kundla, McKeon & Poletto has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Hardin, Kundla, McKeon & Poletto 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 are available for the costs of these services in Account No: 04-226-55-000-039.

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARDIN, KUNDLA, MCKEON & POLETTOTO REPRESENT THE CITY OF JERSEY CITY IN THE MATTERS ENTITLED LIBERTY STORAGE, LLC V. CITY OF JERSEY CITY, ET AL. AND STERLING CAPITAL, LLC V. CITY OF JERSEY CITY, ET AL.**

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

1. An agreement is awarded to the law firm of Hardin, Kundla, McKeon & Poletto to represent the City of Jersey City in the matters of Liberty Storage, LLC v. City of Jersey City and Sterling Capital, LLC v. City of Jersey City, for a total amount of \$60,000, 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. 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.
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.

I hereby certify that there are sufficient funds available in Account No.: 04-226-55-000-039 for payment of this resolution.

*Donna Mauer*

Donna Mauer, Chief Financial Officer

PO# 111435

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

*[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.9.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, 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]*  
Rolando R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

## AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Hardin, Kundla, McKeon & Poletto. ("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 provide the City of Jersey City with legal services in connection with Liberty Storage, LLC v. City of Jersey City, et al. and Sterling Capitol, LLC v. City of Jersey City et al.

### 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 \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$60,000.

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. Special Counsel shall contact the City when Special Counsel are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

## 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. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

**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

\_\_\_\_\_  
**Robert Kakoleski**  
Acting Business Administrator

**WITNESS:**

**Hardin, Kundla, McKeon & Poletto**

\_\_\_\_\_

\_\_\_\_\_

11/01/01

Taxpayer Identification# 223-541-348/000

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, county and municipal 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, county or municipal 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,



Patricia A. Chiacchio  
Director, Division of Revenue

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:

HARDIN, KUNDLA, MCKEON, POLETTO & POLIER

TRADE NAME:

TAXPAYER IDENTIFICATION#

223-541-348/000

CONTRACTOR CERTIFICATION#

0105885

ADDRESS

673 MORRIS AVE  
SPRINGFIELD NJ 07081

ISSUANCE DATE:

11/01/01

EFFECTIVE DATE:

10/01/97



Director, Division of Revenue

FORM-BRC(08-01)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/10/2013

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).

|                                                                                                         |  |                                                                                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Conover Beyer Associates<br>2600 Highway 35<br><br>Manasquan NJ 08736                |  | <b>CONTACT NAME:</b> Kim McCrum<br><b>PHONE (A/C, No, Ext):</b> (732) 223-9700 <b>FAX (A/C, No):</b> (732) 223-6044<br><b>E-MAIL ADDRESS:</b> kimccrum@conoverbeyer.com |  |
| <b>INSURED</b><br>Hardin, Kundla, McKeon & Poletto, PA<br>673 Morris Avenue<br><br>Springfield NJ 07081 |  | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>                                                                                                                      |  |
|                                                                                                         |  | INSURER A Ohio Security Insurance Co                                                                                                                                    |  |
|                                                                                                         |  | INSURER B Netherlands Ins Co.                                                                                                                                           |  |
|                                                                                                         |  | INSURER C Ohio Casualty                                                                                                                                                 |  |
|                                                                                                         |  | INSURER D Excelsior Ins Co.                                                                                                                                             |  |
|                                                                                                         |  | INSURER E:                                                                                                                                                              |  |
|                                                                                                         |  | INSURER F:                                                                                                                                                              |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 13-14 Master      **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 SUBR INSR WVD                  | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                               |                                    |
|----------|-----------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------|-------------------------|------------------------------------------------------|------------------------------------|
| A        | GENERAL LIABILITY                                                                                         |                                     |                                     |                         |                         | EACH OCCURRENCE \$ 1,000,000                         |                                    |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                          |                                     |                                     |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |                                    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | BZS55408511             | 1/16/2013               | 1/16/2014                                            | MED EXP (Any one person) \$ 10,000 |
|          |                                                                                                           |                                     |                                     |                         |                         |                                                      | PERSONAL & ADV INJURY \$ 1,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |                                     |                                     |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |                                    |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                     |                                     |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |                                    |
| B        | AUTOMOBILE LIABILITY                                                                                      |                                     |                                     |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000     |                                    |
|          | <input checked="" 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) \$                    |                                    |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                                  | <input checked="" type="checkbox"/> |                                     | BA 2524016              | 1/16/2013               | 1/16/2014                                            | Broad Form BI \$                   |
|          | <input type="checkbox"/> NON-OWNED AUTOS                                                                  |                                     |                                     |                         |                         | EACH OCCURRENCE \$ 10,000,000                        |                                    |
| C        | UMBRELLA LIAB                                                                                             |                                     |                                     |                         |                         | AGGREGATE \$ 10,000,000                              |                                    |
|          | EXCESS LIAB                                                                                               |                                     |                                     |                         |                         |                                                      |                                    |
|          | <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000           |                                     |                                     |                         |                         |                                                      |                                    |
|          | CLAIMS-MADE                                                                                               |                                     |                                     | USO55408511             | 1/16/2013               | 1/16/2014                                            |                                    |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                             |                                     |                                     |                         |                         | WC STATUTORY LIMITS                                  |                                    |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N                                 |                                     |                         |                         | OTHER                                                |                                    |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    |                                     |                                     |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                      |                                    |
|          |                                                                                                           |                                     |                                     |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000              |                                    |
|          | Prof Liab - Ded. \$5000                                                                                   |                                     |                                     |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000             |                                    |
|          | Retro Date: None                                                                                          |                                     |                                     |                         |                         | Each Claim \$5,000,000                               |                                    |
|          |                                                                                                           |                                     |                                     |                         |                         | Aggregate \$5,000,000                                |                                    |
|          |                                                                                                           |                                     |                                     |                         |                         |                                                      |                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

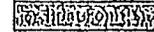
### CANCELLATION

Hardin, Kundla, McKeon, Poletta, PA  
673 Morris Ave.  
Springfield, NJ 07081

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

Warren Beyer/KIM



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

IMPORTANT-FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

|                                |                                  |            |                 |
|--------------------------------|----------------------------------|------------|-----------------|
| 1. FED. NO. OR SOCIAL SECURITY | 2. ASSIGNED CERTIFICATION NUMBER | ISSUE DATE | EXPIRATION DATE |
|                                |                                  |            |                 |

3. COMPANY NAME  
*Harbin Linda McKoon & Poletto, P.A.*

4. STREET CITY COUNTY STATE ZIP CODE  
*673 Morris Avenue Springfield Union, NJ 07081*

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE  
 1. Lost Certificate  2. Damaged  3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

|                                                   |                      |                             |                     |
|---------------------------------------------------|----------------------|-----------------------------|---------------------|
| 6. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE            | TITLE                       | DATE<br>MO DAY YEAR |
| <i>Kathy M. Gardner</i>                           | <i>Kathy Gardner</i> | <i>Office Administrator</i> | <i>9/10/13</i>      |

7. ADDRESS (No. & Street) CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)  
*673 Morris Avenue Springfield Union, NJ 07081 978-96-5222*

I certify that the information on this form is true and correct.  
*Kathy Gardner* X2219

SECTION C - OFFICIAL USE ONLY

|                |                            |
|----------------|----------------------------|
| RECEIVED DATE: | DIVISION OF REVENUE DLT #1 |
|                |                            |

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- 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 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
PO Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK  APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM 8.26.13 TO 9.30.13  
 NAME OF FACILITY: \_\_\_\_\_

Street: Harwin Kundo McKean, P.A. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
673 Morris Avenue, Springfield, Union, New Jersey 07081

| CATEGORIES           | MALE  |       |          |            |       |          | FEMALE |          |            | Total | Non-Min. |
|----------------------|-------|-------|----------|------------|-------|----------|--------|----------|------------|-------|----------|
|                      | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. | Black  | Hispanic | AM. Indian |       |          |
| OFFICIALS & MANAGERS | 4     | X     | X        | X          | X     | 4        | X      | X        | X          | X     | 3        |
| PROFESSIONALS        | 25    | X     | 1        | X          | X     | 24       | X      | 1        | X          | 1     | 9        |
| TECHNICIANS          | X     | X     | X        | X          | X     | X        | X      | X        | X          | X     | X        |
| SALES WORKERS        | X     | X     | X        | X          | X     | X        | X      | X        | X          | X     | X        |
| OFFICE & CLERICAL    | 2     | X     | X        | X          | X     | 2        | X      | X        | X          | X     | X        |
| CAFTWORKERS          | X     | X     | X        | X          | X     | X        | 9      | 1        | X          | X     | 25       |
| OPERATIVES           | X     | X     | X        | X          | X     | X        | X      | X        | X          | X     | X        |
| LABORERS             | X     | X     | X        | X          | X     | X        | X      | X        | X          | X     | X        |
| SERVICE WORKERS      | X     | X     | X        | X          | X     | X        | X      | X        | X          | X     | X        |
| TOTAL                | X     | X     | X        | X          | X     | X        | X      | X        | X          | X     | X        |

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type):  
 LAST FIRST MI SIGNATURE DATE SUBMITTED

Carolyn Kany (LAST) Kany (FIRST) J (MI) Kany (SIGNATURE) DATE SUBMITTED: 9.10.13  
 ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION) (973) 912-5222  
673 Morris Avenue, Springfield, New Jersey, 07081 X 2019

## **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.

PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY  
 STOCKHOLDERS:

| Name | Address | % owned |
|------|---------|---------|
|------|---------|---------|

SIGNATURE:

  
 GEORGE R. HARDIN, ESQUIRE  
 PRESIDENT

|                  |                                  |     |
|------------------|----------------------------------|-----|
| George R. Hardin | 673 Morris Ave., Springfield, NJ | 25% |
| Janet L. Poletto | 673 Morris Ave., Springfield, NJ | 20% |
| Mark S. Kundla   | 673 Morris Ave., Springfield, NJ | 25% |
| John F. McKeon   | 673 Morris Ave., Springfield, NJ | 18% |

TITLE: PRESIDENT

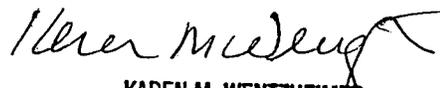
SUBSCRIBED

AND SWORN TO

BEFORE ME THIS DAY 13<sup>TH</sup> OF SEPTEMBER OF 2013

(TYPE OR PRINT NAME OF

AFFIANT UNDER SIGNATURE)



KAREN M. WENTZHEIMER  
 A NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES OCT. 22, 2015

NOTARY PUBLIC OF STATE OF NEW JERSEY

MY COMMISSION EXPIRES 10/27 2015

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

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

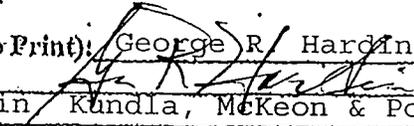
The contractor and the President of Hardin, Kundla, McKeon & Poletto (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities 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: George R. Hardin, President

Representative's Signature: 

Name of Company: Hardin, Kundla, McKeon & Poletto, PA

Tel. No.: 973-912-5222

Date: 9/13/13

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am of

the firm of Hardin, Kundla, McKeon & Poletto, PA

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent)

*George R. Hardin*  
GEORGE R. HARDIN, ESQUIRE

PRESIDENT

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY 13<sup>TH</sup> OF SEPTEMBER OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

*Karen M. Wentzheim*

NOTARY PUBLIC OF STATE OF NEW JERSEY  
MY COMMISSION EXPIRES: 2015  
10/22

**KAREN M. WENTZHEIMER**  
**A NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES OCT. 22, 2015**

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

(REVISED 4/13)

**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.

EXHIBIT A (Continuation)

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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

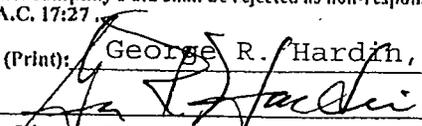
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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): George R. Hardin, President

Representative's Signature: 

Name of Company: Hardin Kundla, McKeon & Poletto, PA

Tel. No.: 973-912-5222

Date: 9/13/13

**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 : Hardin, Kundla, McKeon & Poletto  
Address : 673 Morris Avenue, Springfield, NJ 07081  
Telephone No. : 973-912-5222  
Contact Name : George R. Hardin, Esquire

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**

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STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

October 9, 2013

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

RE: Resolution Authorizing a Professional Services Agreement with Hardin, Kundla, McKeon & Poletto to represent the City of Jersey City in the matters entitled Liberty Storage, LLC v. City of Jersey City, et al. and Sterling Capital, LLC v. City of Jersey City, et al.

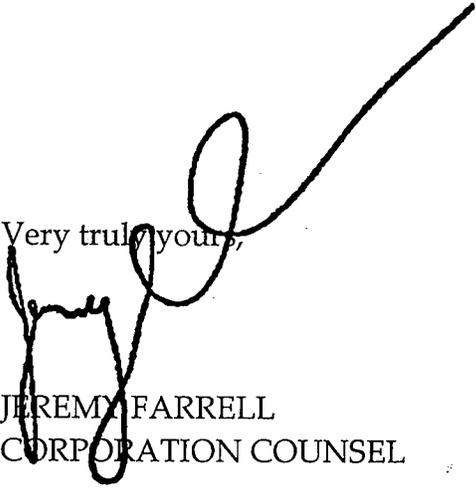
Dear President and Members of the Municipal Council:

Liberty Storage, LLC and Sterling Capital, LLC have each filed a complaint against the City of Jersey City (City) asserting environmental claims involving three sites now city owned but formerly owned by them. The three sites located on Linden Avenue were acquired by the City through eminent domain in order to construct its Municipal Services Center Complex. Although the eminent domain actions are now settled the environmental issues are not. There remains on deposit the sum of \$672,489.50 into an escrow with the Superior Court to cover the estimated costs of remediating environmental contamination. The disposition of these proceeds as well as the defense of the pending complaints raise complex environmental issues requiring the services of experts in the environmental field. Accordingly, I recommend that the City hire an environmental attorney specializing in complex environmental litigation to represent the City in these matters.

The environmental counsel designated in the attached resolution, as assisted by the City's environmental expert, will not only defend these actions but will file an affirmative cost recovery action against all parties responsible for the environmental contamination at the property.

Your cooperation is appreciated.

Very truly yours,



JEREMY FARRELL  
CORPORATION COUNSEL

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

City Clerk File No. \_\_\_\_\_ Res. 13.703

Agenda No. \_\_\_\_\_ 10.X

Approved: \_\_\_\_\_ OCT 09 2013

TITLE: RESOLUTION CELEBRATING

## Hispanic Heritage Month

SEPTEMBER 15 – OCTOBER 15, 2013



**WHEREAS**, Hispanics represent a wide range of nationalities and backgrounds. During National Hispanic Heritage Month, we pause to celebrate the immeasurable contributions Hispanics have made to our city and our nation. Hispanics have enhanced and shaped our national character with centuries-old traditions that reflect the multi-ethnic and multi-cultural customs of their community; and

**WHEREAS**, on Friday, October 11, 2013, the annual Hispanic Heritage Month program will be held in the Anna Cucci Memorial Council Chambers in City Hall. Hispanic Heritage Month in Jersey City is a time of celebration and appreciation of rich culture, tradition and numerous contributions of Hispanics who have had a profound and positive influence on our community through their strong commitment to family, faith, hard work, and service. The extravaganza will include music, dance and poetry.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City joins the nation in celebrating Hispanic Heritage Month from September 15 to October 15, 2013. We urge all residents to attend the 2013 Hispanic Heritage Month Extravaganza.

**BE IT FURTHER RESOLVED**, that the Municipal Council of the City of Jersey City does hereby appropriately and accordingly applaud the 2013 Hispanic Heritage Month honorees.

Benjamin Lopez, 1<sup>st</sup> Hispanic City Councilman  
 Captain Edgar Martinez, Jersey City Police Department  
 Chief Joseph Melendez, Jersey City Fire Department  
 Civil Air Patrol Jersey City Squadron  
 Confesor Rivera, Business Owner  
 Dr. Humberto T. Perez M., Family Practitioner  
 Duda Penteado, Renowned Artist  
 Elba Perez Cincerelli, 1<sup>st</sup> Hispanic Assemblywoman  
 Fabian L. Roman, Professional Baseball Player  
 Frank Lorenzo, Roberto Clemente LL founder  
 German Fernandez, Fundraiser  
 Chief Hector Rivera, Jersey City Fire Department

Jeanette Fernandez  
 Juan Lopez, Esq.  
 Judge Hector Rodriguez  
 Julio Suarez, Sr., Roberto Clemente LL, 1st President  
 Miguel Lugo, Sr., Roberto Clemente LL Organizer  
 Modesta Rivera, Girls Softball & Volleyball Coach  
 Nidia Lopez, 1<sup>st</sup> Hispanic City Councilwoman  
 Oscar Aviles, Hudson County Warden  
 Pastor Joshua Rodriguez, Police Chaplain  
 Ramon A. Martinez, Port Authority Deputy Chief  
 Rev. Fernando Colon, 1<sup>st</sup> Hispanic County Freeholder

G:\WPDOCS\TOLONDA\RESOS\MONTH\Hispanic Heritage Month 2013.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 10.9.13 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk