

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

City Clerk File No. Res. 13.704  
 Agenda No. 10.A  
 Approved: OCT 23 2013  
 TITLE: \_\_\_\_\_



## RESOLUTION EXTENDING THE TERM OF ROBERT KAKOLESKI AS THE ACTING BUSINESS ADMINISTRATOR OF THE CITY OF JERSEY CITY

**COUNCIL**

**Offered and Moved Adoption of the Following Resolution:**

**WHEREAS**, N.J.S.A. 40:69A-43 provides that each municipal department shall be headed by a Director who shall be appointed by the Mayor with the advice and consent of Council and shall serve during the term of office of the Mayor appointing him or her; and

**WHEREAS**, pursuant to Section 3-26 of the Municipal Code, the Mayor may appoint an Acting Director for up to 90 days, which term may be extended by resolution of the Municipal Council; and

**WHEREAS**, Mayor Steven M. Fulop reviewed the qualifications of Robert Kakoleski and by letter appointed him as the Acting Business Administrator for a 90 day term commencing August 1, 2013, which will expire on October 29, 2013; and

**WHEREAS**, having considered Robert Kakoleski's high level of performance, the Mayor believes that continuity is required; and

**WHEREAS**, accordingly, the Mayor recommends to the Municipal Council that Robert Kakoleski's term as Acting Business Administrator, be extended from October 29, 2013 through January 27, 2014.

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

The appointment of Robert Kakoleski as the Acting Business Administrator of the City of Jersey City will be extended from October 29, 2013, and to expire on January 27, 2014, is hereby approved.

SMF/he  
10/17/13

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 10.23.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATIERMAN	✓		
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  
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

October 17, 2013

Council President and  
Members of the Municipal Council  
280 Grove Street  
Jersey City, N.J. 07302

RE: Re-Appointment of Robert J. Kakoleski as Acting Business Administrator

Dear Council President and Members:

Having reviewed the qualifications of Robert Kakoleski, and by letter dated August 1, 2013, I appointed him as the Acting Business Administrator for a 90 day term commencing August 1, 2013, which will expire on October 29, 2013.

Considering Robert J. Kakoleski's high level of performance, I believe that continuity is required and respectfully request that you pass the attached resolution appointing Robert J. Kakoleski as Acting Business Administrator for an extended period from October 29, 2013 through January 27, 2014.

Very truly yours,



STEVEN M. FULOP  
Mayor

SMF/he

cc: Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.705

Agenda No. 10.B

Approved: OCT 23 2013

TITLE:



## RESOLUTION ADOPTING AND RATIFYING THE 2013-2014 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

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

**WHEREAS**, at its meeting of September 11, 2013 the Municipal Council of the City of Jersey City introduced and approved the McGinley Square Special Improvements District following budget for the period July 1, 2013 through June 30, 2014, a copy which is attached; and

**WHEREAS**, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on October 23, 2013; and

**WHEREAS**, the Municipal Council has determined that at least one week prior to the hearing, a complete copy of the approved budget was advertised; and

**WHEREAS**, all persons having an interest in the budget were given the opportunity to present objections; and

**WHEREAS**, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertise; and

**WHEREAS**, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the Municipal Council of the City of Jersey City is required to adopt the budget by Resolution after closing the hearing.

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

1. The McGinley Square Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$150,686.00 for the McGinley Square Special Improvement District for the period July 1, 2013 through June 30, 2014, which sum shall be raised by taxation during the period July 1, 2013 through June 30, 2014.

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Agenda No. 10.B OCT 23 2013

TITLE:

- 2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.
- 3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.
- 4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the McGinley Square Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

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

Business Administrator

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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

**2013-14 PROPOSED MCGINLEY SQUARE PARTNERSHIP BUDGET**

	Total	Notes
<b>REVENUES</b>		
Cash on Hand	30,300.00	Cash balance with accts receivable as of 7/1/13
13-14 SID taxes	72,336.00	same as 2012-13
13-14 UEZ Funds	40,000.00	\$10,000 less than 2012-13
Festival, Heartbeat, CCEF, banners	8,050.00	Fstvl-\$4400; Heartbeat-3100; Banners-\$550; based on 2013
<b>TOTAL REVENUE</b>	<b>150,686.00</b>	
<b>EXPENSES</b>		
Rent	1,800.00	\$150 per month to Bardack Realty
Insurance	1,200.00	D&O insurance, \$2 million general liability insurance (pre-paid thru 2/14, 5/14)
Office Supplies	1,500.00	bottled water, stamps, paper, etc.
Audit/Tax Return	5,500.00	Madeline Miller, CPA; same as 2013
Telephone	2,000.00	land line, internet, fax
Subtotal	12,000.00	
Management (on-site)	55,000.00	FTM on- and off-site staff; same as 2012-13
<b>Marketing</b>		
Heartbeat-Festival 14 Issue	15,200.00	glossy cover; mailing to 22,000 residences in 07306 zip code
Promotional Activities:		
Turkey Give-Away	3,850.00	Turkey Giveaway; Spring Festival
2014 Festival	350.00	based on 2013 expenses
Promotions Subtotal	3,500.00	based on 2013 expenses
3,850.00		
Holiday Lights-2013	8,075.00	same as 2012
Total Marketing Subtotal	27,125.00	
Sanitation	36,000.00	same as 2012 @ \$3000/month
Holiday Patrols-2013	3,000.00	same as 2012
Reserve	17,561.00	unanticipated or non-budgeted expenses
<b>TOTAL EXPENSES</b>	<b>150,686.00</b>	

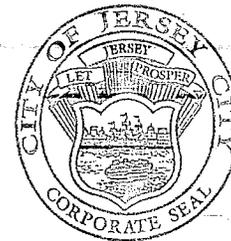
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.706

Agenda No. 10.C

Approved: OCT 23 2013

TITLE:



## RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

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

**WHEREAS**, on September 19, 2013 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the McGinley Square Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

**WHEREAS**, the owners were duly sent a notice of the public hearing on the Assessment Roll which notice was also advertised in a newspaper of general circulation; and

**WHEREAS**, on October 23, 2013, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

**WHEREAS**, the Municipal Council considered the comments at the public hearing; and

**WHEREAS**, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the McGinley Square Special Improvement District for the budget year July 1, 2013 through June 30, 2014; and

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

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the McGinley Square Special Improvement District;
2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

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 10.23.13											
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

Public Notice  
City of Jersey City

**McGinley Square Special Improvement District 2013-2014**

Block	Lot	Owner	Property Location	Bldg Description	Bill Amt
13303	18	2 GLENWOOD AVE., L.L.C.	2 GLENWOOD AVE.	5S-B-C-32U-H	\$930.06
13401	1	ST. AEDAN'S R.C. CHURCH	790 BERGEN AVE.	CHURCH	\$0.00
13502	22	NES REALTY, L.L.C.	642 MONTGOMERY ST.	3S-B-C-2U-H	\$410.92
13502	23	YESHA VIDEO, INC.	644 MONTGOMERY ST.	2S-F-C-1U-H	\$381.61
13502	24	JWALA MA MONTGOMERY, L.L.C.	646 MONTGOMERY ST.	VACANT LAND	\$381.61
13502	25	KAPLAN, J. & B.	648 MONTGOMERY ST.	2S-B-C-W-NH	\$381.61
13502	26	MONTGOMERY SIX FIFTY, L.L.C.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$290.02
13502	26	HANNA, BRIAN D. & MARK S.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	MARGELEFSKY, ERIC	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	SILVA, SERGIO M. & BIDO, ANJOLI	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	GOODMAN, ELEANOR D.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	RIGGI, DANIELLE	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	SCHIFFMAN, ROBERT F. & FIGENSHU, M.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	BERMUDEZ, CONRADO & KATHERINE	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	DAVIES, TONYA C.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	FOSTER JR., EUGENE	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	MULLIN, MARK & STEINBERG, MARC	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	COLANERI, JOHN M.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	ACEVEDO, JOSEPH & MILLARD, AMANDA	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	MATHEWSON, MICHAEL	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	LAI, SIU SHAN	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	HOGAN, KRISTEN M.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	DOHERTY, SEAN M.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	WINTERHOFF, JOERG	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	SANCHEZ, EDWIN	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	ROSINI, STEVEN	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	FOX, JENNIFER	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	CARRINO, ANTHONY G.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	26	FAITAL USA, INC.	650 MONTGOMERY ST.	5S-B-23U-CONDO	\$0.00
13502	27	256 SUMMIT AVENUE, L.L.C.	256 SUMMIT AVE.	1&2S-B-C-4U-H	\$1,175.36
13503	12	STATE OF NJ DEPT OF DEFENSE	678 MONTGOMERY ST.	ARMORY	\$0.00
13504	3	ST. PETER'S COLLEGE % COLL.SERVICES	688 MONTGOMERY ST	PAVED PARKING	\$0.00
14901	21	MICHELMAN BERGEN CENTER, LLC	759 BERGEN AVE.	2S-B-C-0	\$6,863.94
14901	22	ST. PETER'S COLLEGE % COLL.SERVICES	762 MONTGOMERY ST.	2S-B-C-H	\$1,526.44
14901	23	HUDSON COMMUNITY ENTERPRISES	768-774 MONTGOMERY STREET	1S-B-G	\$0.00
14902	1	ROMAN CATHOLIC ARCH.OF NEWARK	788 BERGEN AVE.	HIGH SCHOOL	\$0.00
14902	2	R.C. ARCHDIOCESE OF NEWARK	1-6 FOYE PL.	VACANT LAND	\$0.00
14902	3	CITY OF JERSEY CITY	8 FOYE PLACE	1S-BT-B-C	\$0.00
14902	4	SAMSON, GABRIEL R. % THERESA SAMSON	3 TUERS AVE.	1S-B-C-H	\$1,521.86
14903	1	CITY OF JERSEY CITY	722 MONTGOMERY ST.	PARK	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$435.04
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$435.04

14904	1	BILAL, KHADEEJAH	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	IRIZARRY, PAUL A. & DIXON,ADDRIARNE	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	COMERFORD, COLLEEN R & CREGG, JR, T	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	LAFATA, GIACOMO	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	BERRY, JUDITH	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1.	NAKANISHI, JENNIFER & MINAMI, JASON	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	SLIPPOY, MATTHEW L.& WILSON,SUZETTE	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	OBEN, DON & DOROTHY EBOT	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	CIMINI, STEPHEN	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	SOOD, ADITYA & AMIT	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	FEIG, JONTHAN	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	COLON, ANDREW	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	CHEMALY, EPHREM A.	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	PEREZ, EDWIN	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	GOMEZ, RINA	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	BARANOVSKY, SERGEI	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	FORCHT, LISA	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	KAWASE, TAKESHI & MARIE	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY ST. U.R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	PADILLA, ANGEL & LISA R MCKELL	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	GRAU, GUILLERMO M.	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	PUGLIESES, ROCCO V.	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	VICENTE, CAROLINA	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	RIVERA, EDWIN	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	RODRIGUEZ, MARIA F.	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	FLYNN, DARA & REGIS, MARLON	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	1	GOVAN, FIONA	769 MONTGOMERY ST.	4S-38U-2C-CONDO	\$0.00
14904	2	BHA REALTY, LLC	763 MONTGOMERY ST.	3S-F-C-2U-H	\$381.61
14904	3	BARDACK, ALLAN ROY & RUBY CABATO	761 MONTGOMERY ST.	3S-B-C-2U-H	\$381.61
14904	4	KIM, HYE JEONG	759 MONTGOMERY ST.	3S-B-C-2U-H	\$381.61
14904	5	TIF GHE,LLC % TRANSCENDENT INVEST.	755 MONTGOMERY ST.	2S-F-C-1U-H	\$676.67
14904	6	755-757 BERGEN AV CORP C/O J JA KIM	755-7 BERGEN AVE.	3S-F-CO-1AH	\$2,627.00
14904	7	KIM, CHONG MAN	753 BERGEN AVE.	3S-F-C-O-1A-H	\$380.08
14904	8	SO, KWANG CHIN & OK KUM	751 BERGEN AVE.	3S-F-C-2U-H	\$383.14
14904	9	LO SCHIAVO, MARIO & FORTUNATA	749 BERGEN AVE.	2S-F-C-H	\$381.61
14904	10	C.A.U.S.E. INC. %THEODORE B. KING	739 BERGEN AVE.	2S-B-C	\$824.89

14904	11	KRAUSE, STANLEY	737 BERGEN AVE.	3S-F-C-2U-H	\$321.62
14904	12	NAMKUNG, JIN & JUNE	735 BERGEN AVE.	3S-B-C-2U-H	\$381.61
14904	13	SALLOUM, ISSA & SALLOUM, FOU	729 BERGEN AVE.	1S-ST-C-BK	\$876.48
15001	1	RASEM, SAADAH	666 BERGEN AVE.	3S-BC-4H-HCB-G4	\$461.14
15001	2	670 BERGEN AVE. CORP.C/O R. KANG	670 BERGEN AVE.	3S-B-C-4U-H	\$683.69
15001	3	KHEYMAN, JOHN & BORIS	672 BERGEN AVE.	2.5S-F-D-3U-2C	\$0.00
15001	4	SORENSEN, MATTHEW	674 BERGEN AVE.	2.5S-F-D-3U-H	\$0.00
15001	5	GRANDERSON, HENRY W.	676 BERGEN AVE.	2.5S-F-D-2U-H	\$0.00
15001	6	MAVROMADI, LLC	678 BERGEN AVE.	2.5S-F-D-3U-H	\$0.00
15002	1	TLS REALTY, INC.	682-686 BERGEN AVE.	4S-B-C-A-18UH	\$2,338.81
15002	2	WHITON STREET ASSOCIATES	690 BERGEN AVE.	VACANT LAND	\$656.37
15002	3	ABDELAL, MOHAMMED	692 BERGEN AVE.	3SBT-B-C-4U-BG	\$445.72
15002	4	ABDELAL, MOHAMMED	694 BERGEN AVE.	3S-BT-B-C-3U-H	\$439.61
15002	5.01	700 BERGEN AVE ASSOCIATES, LLC	275 FAIRMOUNT AVE.	2.5S-1U-C	\$2,098.86
15002	7	704 BERGEN AVE., L.L.C.	704 BERGEN AVE.	2S-F-C-2U-H	\$381.61
15002	8	HORIZON HEALTH CENTER, INC.	706-708 BERGEN AVE.	2S-B-C-O	\$0.00
15002	9	HORIZON HEALTH CENTER, INC.	710 BERGEN AVE.	4S-B-C-3U-H	\$0.00
15002	10	HORIZON HEALTH CENTER, INC.	712-714 BERGEN AVE.	4SBCA-11U	\$0.00
15002	13	61 ORIENT, LLC	273 FAIRMOUNT AVE.	2SBT-B-D-2U-H	\$0.00
15002	14	SHAIKH, AMIR & AHMED, SADIA	271 FAIRMOUNT AVE.	2.5S-BT-F-D-2UH	\$0.00
15002	15	PAUTA, MANUEL	269 FAIRMOUNT AVE.	2.5S-BT-FD1UNH	\$0.00
15002	16	NA, SEUNG MYONG & SUN HEE	267 FAIRMOUNT AVE.	2S-BT-2U-H	\$0.00
15002	17.01	700 BERGEN AVE ASSOCIATES, LLC	263 FAIRMOUNT AVE.	VACANT LAND	\$763.22
15002	19	WHITON STREET ASSOCIATES	241 FAIRMOUNT AVE.	PARKING LOT	\$3,400.45
15003	1	716-718 BERGEN AVE., L.L.C.	716-718 BERGEN AVE	3S-B-2C-4U-H	\$1,354.41
15003	2	HORIZON HEALTH CENTER, INC.	720 BERGEN AVE.	PARKING LOT	\$411.53
15003	3	DIAZ,JUSTO E.,FERMIN,PEDRO,M. & J.	728 BERGEN AVE.	3S-B-C-2U-H	\$351.84
15003	4	GHATAS, VICTOR & FOTINI	730 BERGEN AVE.	3S-B-C-4U-NH	\$381.61
15003	5	DAEBOK, LLC	732 BERGEN AVE.	2-2S-F-C-1U	\$1,083.77
15003	6	STORMS AVE.ELDERLY APARTMENTS, LP	125 STORMS AVE.	PAVED PARKING	\$0.00
15003	7	STORMS AVE. ELDERLY APARTMENTS, LP	123 STORMS AVE.	PAVED PARKING	\$0.00
15003	8	DURAN, CARLOS	121 STORMS AVE.	3S-F-D-2U-H	\$0.00
15003	9	AARON, DANIEL P F	119 STORMS AVE.	3S-F-D-2U-H	\$0.00
15003	10	LANIER, ERWIN H. & SHIRLEY	117 STORMS AVE.	3S-F-D-2U-H	\$0.00
15003	11	SULTANA, MUNAWAR	109.5 STORMS AVENUE	2S-BT-B-D-2U-H	\$0.00
15003	12	CHOUHRY, ZAFAR ALI	109 STORMS AVE.	2S-BT-B-D-2U-H.	\$0.00
15003	13	CHOUHRY, SHAHIDA	107.5 STORMS AVENUE	3S-B-D-1U-H	\$0.00
15003	14	CHOUHRY SAFDER ALI & KHALIDA	107 STORMS AVE.	2S-BT-2U-H	\$0.00
15003	15	HADDAD, EID	105 STORMS AVE.	2S-F-D-1U-H	\$0.00
15003	16	STITT, WALTER & ROMENIA	103 STORMS AVE.	2S-F-D-2U-H	\$0.00
15003	17	101 STORMS AVENUE ASSOC. LLC	101 STORMS AVE.	VACANT LAND	\$381.61
15003	18	EGBUNA, HERBERT	99 STORMS AVE.	2SBT-FO-H	\$1,289.69
15003	19	SHAIKH, BILAL	253 MONTICELLO AVE.	2.5S-F-D-2U-H	\$0.00
15003	20	WEST BERGEN HEIGHTS ASSOCIATES, LLC	250-254 FAIRMOUNT AVENUE	2S-F-C-3U-H	\$2,080.54
15003	21	TANI, NAKO & TERAMOTO, YOSHITAKA	256 FAIRMOUNT AVE.	2.5S-F-D-2U-H	\$0.00
15003	22	E. DEL RIO BAGNARA LLC	256.5 FAIRMOUNT AVENUE	2.5S-F-D-1U-H	\$0.00
15003	23	KHEYMAN, BORIS & JOHN	258 FAIRMOUNT AVE.	2.5S-F-D-2U-H	\$0.00

15003	24	EST OF W AIKEN C/O SHELLY AIKEN	258.5 FAIRMOUNT AVENUE	2.5S-F-D-1U-H	\$0.00
15003	25	HBC PROPERTIES, LLC	260 FAIRMOUNT AVE.	3S-F-C-2U	\$381.61
15003	26	APARTMENTS R US, INC.	262 FAIRMOUNT AVE.	3S-F-D-3U-H.	\$0.00
15003	27	BCB COMMUNITY BANK	264 FAIRMOUNT AVE.	3S-F-C-2U-H	\$339.63
15003	28	JIMENEZ, GLADYS A.	266 FAIRMOUNT AVE.	2S-B-C-1U-H	\$381.61
15003	29	CITY OF JERSEY CITY	268 FAIRMOUNT AVE.	3S-F-7U-H	\$0.00
15003	30	STORMS AVE. ELDERLY APARTMENTS, LP	111 STORMS AVE.	5&11S-B-O-79U	\$0.00
15003	30	YOUNG WOMEN'S CHRISTIAN ASSOCIATES	270 FAIRMOUNT AVE.	5&11S-B-D-O-79U	\$0.00
15003	31	HORIZON HEALTH CENTER, INC.	276 FAIRMOUNT AVE.	1S-B-C	\$0.00
15004	5	LISBO, RENIE	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$213.70
15004	5	LISBO, RENIE	124-130 STORMS AVE.	4S-B-C6-31U-H(1	\$213.70
15004	5	SMITH, MONIQUE	124-130 STORMS AVE.	4S-B-C6-31U-H(1	\$183.17
15004	5	SILKA, CORP.	124-130 STORMS AVE.	4S-B-C6-31U-H(1	\$183.17
15004	5	LOPEZ, LUIS E.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$213.70
15004	5	124 STORMS AVE. CONDO % QUIL MNGMT.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$213.70
15004	5	YANG,RUIMING & FENG,YUQING	124 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	HDS MANAGEMENT, INC.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	124 STORMS AVE CONDOMINIUM ASSOC.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	GATTAS, BAHGAT & MALAKA	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	GATTAS, BAHGAT & MALAKA	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	GATTAS, BAHGAT & MALAKA	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	MARCH, DENISE KAYE	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	GOURDET, ELIZABETH	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	NSNA, LLC	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	ALLER, JUAN & CLARKE, SANDRA	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	CEKOT, MICHAEL	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	NORTON, RICHARD & MARGARET	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	PAVEL REALTY, LLC	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	LUM, PAUL W.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	PARKER, MICHAEL C., JR.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	SRI RI REALTY, LLC	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	LUM, STEVEN & LAI	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	FAS HOLDINGS, L.L.C.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	BOUAYAD, KHALID	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	HDS MANAGEMENT, INC	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	NASSER, ADEL A.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	HDS MANAGEMENT, INC.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	AHMED, HUMAYUN & MARITZ	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	MATSHIQI, BERYL F.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	LING, KUEN & ANITA	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	GOLDEN, DANIEL & DAYAN I.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	CELERA, BERTITO C. & VILMA F.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	WEEMS, SIMONE	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	GATTAS, BAHGAT & MALAKA	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	DEBBAH, KRIM & REPKA, AMELIA	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	5	KNIGHT, NALIAH T.	124-130 STORMS AVE.	4S-B-31U-6C-H(1	\$0.00
15004	6	EHRlich, RINA	132 STORMS AVE.	2.5S-F-D-3U-H	\$0.00

15004	7	740 BERGEN, LLC	740 BERGEN AVE.	3S-B&F-C-4U-H	\$1,376.24
15004	8	742 BERGEN, LLC	742-744 BERGEN AVE.	3S-B-C-2U-NH	\$653.77
15004	9	S.C.S. REALTY CORP.	746 BERGEN AVE.	1S-F-C-H	\$381.61
15004	10	S.C.S. REALTY CORP.	750 BERGEN AVE.	1S-B-C-H	\$1,550.71
15004	11	SOLIMAN, NAGUIB & DEL LA CRUZ, T.	737 MONTGOMERY ST.	4S-B-C-3U-NH	\$305.29
15004	12	729-735 MONTGOMERY STREET, LLC	733 MONTGOMERY ST.	4S-BT-B-2C-6U	\$610.58
15004	13	729-735 MONTGOMERY STREET, LLC	729 MONTGOMERY ST.	4S-BT-B-2C-6U	\$754.37
15004	14	CALABRESE, ANGELO & MARY	725 MONTGOMERY ST.	2S-F-C-1U-BG	\$1,389.06
15004	15	MCGINLEY PLAZA, L.L.C.	711 MONTGOMERY ST.	PAVED PARKING	\$0.00
15004	16	CUPO, JOSEPH & ASSUNTA	47 ORCHARD ST.	3S-B-C-4U-NH	\$381.61
15004	17	CUPO, JOSEPH & ASSUNTA	45 ORCHARD ST.	3S-F-6U-NH	\$0.00
15004	18	BAKI, EMAD & HAIDY	297 MONTICELLO AVE.	3S-B-C-2U	\$515.94
15004	19	BAKI, EMAD & HAIDY	295 MONTICELLO AVE.	3S-B-C-2U	\$583.10
15004	20	COLARUSSO, JOHN J.	291 MONTICELLO AVE.	3S-B-C-2U-NH.	\$610.58
15004	21	SHANDLER, JR., FREDDIE	289 MONTICELLO AVE.	3S-B-C-2U-NH.	\$580.05
15004	22	TSO, TOL TOL IRREVOCABLE, TRUST	285-287 MONTICELLO AVENUE	1.5SFD1UH-REAR	\$0.00
15004	23	LAWRENCE, PHILIP B. & SHARRONE N.	281-283 MONTICELLO AVENUE	2.5SFD1UH-B-F-G	\$0.00
15004	24	LONDON, JEFFREY & CLAUDIA ORUZCO	279 MONTICELLO AVE.	2S-F-D-1U-H	\$0.00
15004	25	IRR. LIVING TRUST FOR N. D'AMBROSIO	275-7 MONTICELLO AVE.	3S-B-9U-H	\$0.00
15004	26	MELEIKA, EDWARD	104 STORMS AVE.	3S-F-B-C-2U-H	\$1,099.04
15004	27	CHEAN, KEVIN & KIM, SO-YEON	106 STORMS AVE.	3S-F-D-3U-H	\$0.00
15004	28	JERSEY CITY COMMUNITY HOUSING	108 STORMS AVE.	4S-B-A-8U	\$0.00
15004	29	COLLAZO, JOSE A. & MARIA E.	110 STORMS AVE.	2.5S-F-D-2U	\$0.00
15004	30	KEROLOS, NADY	112 STORMS AVE.	2.5S-F-2U	\$0.00
15004	32	SHEIKH, RUBINA	114 STORMS AVE.	VACANT LAND	\$248.05
15004	33	SHEIKH, RUBINA	116 STORMS AVE.	PARKING LOT	\$396.87
15004	34	SHEIKH, RUBINA	118 STORMS AVE.	PARKING LOT	\$435.04
15004	35	KIM, JOHN C. & SEUNG HEE	120 STORMS AVE.	VACANT LAND	\$402.98
15004	36	KIM, CHONG MAN	122 STORMS AVE.	VACANT LAND	\$381.61
15101	1	FARMON REALTY, LLC%S. FAROOQI	685-689 MONTGOMERY STREET	3S-F-C-3U-H	\$962.27
15101	2	MONFARED, IRAJ S. & S. FAROOQI	683 MONTGOMERY ST.	3S-F-C-2U-NH	\$564.78
15101	3	JERSEY ORCHARD REALTY, LLC	52 ORCHARD ST.	5S-B-C-12U-NH	\$1,282.21
15102	1	PERDOMO, LEIDIS M.	681 MONTGOMERY ST	4&3S-BF-C-9U-H	\$1,343.27
15102	2	SUMMIT MANAGEMENT COMPANY, L.L.C.	679 MONTGOMERY ST.	1S-B-C-H	\$381.76
15102	3	SUMMIT MANAGEMENT COMPANY, L.L.C.	677 MONTGOMERY ST.	VACANT LAND	\$381.76
15102	4	PATEL ESTATES INC.	675 MONTGOMERY ST.	VACANT LAND	\$381.76
15102	5	PATEL ESTATES INC.	673 MONTGOMERY ST.	2S-F-C-1U	\$763.53
15102	6	DE CRESCE, ELLIS N. & GRACE	671 MONTGOMERY ST	3S-B-C-2U-H	\$381.76
15102	7	DE CRESCA, ELLIS N.	667-669 MONTGOMERY ST.	1S-B-C-H	\$766.27
15102	8	PATEL, SATISH	663 MONTGOMERY ST.	3S-B-C-2U-NH	\$390.62
15102	26	GRAVESAND, OSWALD	2 JORDAN AVE.	3S-BT-F-D-2U-H	\$0.00
15102	27	RUSHIN REALTY, LLC	4 JORDAN AVE.	3S-1C-5U-CONDO	\$0.00
15102	27	RUSHIN REALTY, LLC	4 JORDAN AVE.	3S-1C-5U-CONDO	\$381.61
15102	27	SMITH, MICHAEL D.	4 JORDAN AVE.	3S-1C-5U-CONDO	\$0.00
15102	27	MOLINA, JUN J.	4 JORDAN AVE.	3S-1C-5U-CONDO	\$0.00
15102	27	BROWN, ERIC & STEVEN WHITE	4 JORDAN AVE.	3S-1C-5U-CONDO	\$0.00
15102	27	CHAUSHEVA, MIRENA	4 JORDAN AVE.	3S-1C-5U-CONDO	\$0.00

15102	28	SANCHEZ, MARCIAL	6 JORDAN AVE.	3SFC-4U&R2SF2UH	\$381.61
15102	29	MAHMOOD HOLDINGS, LLC	8 JORDAN AVE.	3S-F-D-3U-H	\$0.00
15103	1	EVANGELISMOS GREEK ORTHO CHURCH	661 MONTGOMERY ST.	1S-CHURCH	\$0.00
15103	2	C.H.A.R.A.,LLC	641 MONTGOMERY ST.	2S-B-C-O-IU-H	\$592.26
15203	3	CITY OF JERSEY CITY	254 MONTICELLO AVENUE	PLAYGROUND	\$0.00
16501	19	HORIZON HEALTH CENTER, INC.	727 BERGEN AVE.	3S-B-C-1U-H	\$0.00
16501	20	HORIZON HEALTH CENTER, INC.	725 BERGEN AVE.	3SBC-PLUS-0-1UH	\$421.91
16501	21	723 BERGEN AVENUE, LLC	723 BERGEN AVE.	3S-F-C-2U-H	\$315.52
16501	22	HORIZON HEALTH CENTER, INC.	719-721 BERGEN AVE.	PARKING LOT	\$107.61
16501	23	713-715 BERGEN REALTY %JASCO MGMNT	713 BERGEN AVE.	4S-B-3C-17U	\$902.58
16501	24	711 BERGEN AVE., L.L.C.	711 BERGEN AVE.	1S-B-C-H	\$536.09
16501	25	OHNUMA, YOKO & KAMATSU, TAKAICHI	709 BERGEN AVE.	2S-B-1C-2U	\$270.33
16501	26	HERRERA, WILLIAM	707 BERGEN AVE.	2S-BT-B-D-1U-H-	\$0.00
16501	27	NISNEVICH, ALEXANDER	705 BERGEN AVE.	2S-B-C-1U-H	\$272.77
16501	28	ALAVA, BEATRIZ	703 BERGEN AVE.	3S-B-D-C-2U-H	\$254.46
16501	29	YEE, MEI TAI	701 BERGEN AVE.	2S-B-C-1U	\$254.46
16501	30	KAYIAROS, PETER	699 BERGEN AVE.	2S-B-C-1U-H	\$254.46
16501	31	CITY OF JERSEY CITY	697 BERGEN AVE	FIRE HOUSE 9	\$0.00
16502	17	CRUZ, RAMON E.	695 BERGEN AVE.	2.5S-BO-FG2	\$274.76
16502	18	GHATAS, VICTOR	693 BERGEN AVE.	2.5S-BT-B-C-3U	\$272.16
16502	19	TOBY, LLC	691 BERGEN AVE.	2.5S-B-O-H	\$272.16
16502	20	BERGEN 689 GROUP,LLC%PETER YASSA	689 BERGEN AVE.	3S-BT-B-D-3U-H	\$0.00
16502	21	687 BERGEN, LLC	687 BERGEN AVE.	2.5S-B-D-3U-H	\$0.00
16502	22	KAUR, JASWINDER	685 BERGEN AVE.	2.5S-B-C-1U-H	\$272.16
16502	23	JOSEPH, GILBERT J. & ROCELYN E.	683 BERGEN AVENUE	2.5S-B-D-1U-H	\$0.00
16502	24	681 BERGEN AVENUE LLC	681 BERGEN AVE.	3S-BT-B-D-4U-H	\$0.00
16502	25	LIU, YU	679 BERGEN AVE.	3S-B-D-4U-H	\$0.00
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	3S-B-4U-CONDO	\$0.00
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	3S-B-4U-CONDO	\$0.00
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	3S-B-4U-CONDO	\$0.00
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	3S-B-4U-CONDO	\$305.29
16502	27	CUNNIFF, STEPHEN	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	MCKEEVER, JENNIFER	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	THE USE GROUP, L.L.C.	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	HARTMAN, JENIFER	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	VALENZUELA, LYNDON & ROSANNA	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	CLARKE, JASON	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	JEMMOTT, LYNN F. & DARA L.	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	CHAMBERS, VICTOR	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	KONTRIMAITE, AUSRA & DAVIS,DANIEL S	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	EST.OF J.B,D'ESPOSITO,V.AS EXECUTOR	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	CLEARY, BRIDGET & TORRES, ANTHONY	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	THE USE GROUP, L.L.C	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	LEYMAN, CARRIE	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	O'BRIEN, HELEN & PARKER, ERIC S.	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00

16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	3S-2C-19U-CONDO	\$0.00
16502	27	673-675 BERGEN, L.L.C.	673 BERGEN AVE.	3S-2C-19U-CONDO	\$305.29
16502	27	THE USE GROUP, L.L.C.	673 BERGEN AVE.	3S-2C-19U-CONDO	\$305.29
16502	28	BERGEN 669, LLC.%GOTHAM WEST DEVELO	669 BERGEN AVE.	VACANT LAND	\$1,066.83
16502	29	PARKING AUTHORITY OF JERSEY CITY	665 BERGEN AVE.	VACANT LAND	\$0.00
					72336.01

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the McGinley Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on Wednesday, October 23, 2013 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

**Robert Byrne, City Clerk**

**Steven M. Fulop, Mayor**

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

City Clerk File No. Res. 13.707

Agenda No. 10.D

Approved: OCT 23 2013

TITLE:

**RESOLUTION OF THE JERSEY CITY  
MUNICIPAL COUNCIL ACCEPTING THE BEST  
PRACTICES INVENTORY QUESTIONNAIRE**



**COUNCIL**  
adoption of the following resolution:

**offered and moved**

**WHEREAS**, the State's Fiscal Year 2014 Appropriations Act (P.L. 2013, c.77) requires municipalities to complete a Best Practices Inventory; and

**WHEREAS**, Local Finance Notice 2013-20 dated September 3, 2013 directs that the City of Jersey City must complete the Inventory and return it to the Division of Local Government Services by October 15, 2013; and;

**WHEREAS**, the Chief Financial Officer has coordinated with the Acting Business Administrator to gather the necessary information needed to complete the Best Practices Inventory Questionnaire and have certified same; and

**WHEREAS**, the data collected by the Division of Local Government Services will be used to encourage municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

**WHEREAS**, the results of this Best Practices Inventory Questionnaire will enable the Division of Local Government Services to determine how much aid will be allocated under the Consolidated Municipal Property Tax Relief Act and Energy Tax Receipt Act; and

**WHEREAS**, the Act requires the completed questionnaire be an agenda item for discussion at a Municipal Council meeting and the Municipal Clerk to certify to such; and

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City accepts the Best Practices Inventory Questionnaire as prepared by the Chief Financial Officer and Acting Business Administrator.

APPROVED: *Rolanda Lavarro*  
 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 <span style="float: right;">10.23.13</span>											
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]*  
 Rolanda R. Lavarro, Jr., President of Council

*[Signature]*  
 Robert Byrne, City Clerk

Best Practices Worksheet CY 2013/SFY2014

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Answer	Question
General Management - GM		Comments
No	Sharing services has been promoted for many years as a means to control costs. In addition to sharing resources such as labor, facilities and equipment with a county or with neighboring communities, shared services include similar agreements with school boards, independent authorities and fire districts. Shared services do not include cooperative purchasing, cooperative pricing or commodity resale agreements. Did your municipality actively negotiate (i.e. meet with representatives from a neighboring town, your county or another local unit) and/or enter into at least one new shared service agreement in the preceding year?	
2	Yes	Has your municipality reviewed its policies and staffing requirements for providing traffic safety around utility and construction work, and implemented policies to assure that the most efficient and cost-effective approach is taken? Traffic safety policies for utility and construction work should balance the interests of public safety with those of controlling costs. For example, uniformed police officers controlling a cul-de-sac may be excessive; while parking a policeman in a patrol car on a major highway to act in lieu of a "crash truck" may be insufficient and could endanger the officer. An appropriate traffic safety plan should include parameters governing when police officers, flag men and safety apparatus are used in different circumstances.
3	Yes	Has your municipality adopted a vehicle use policy prohibiting personal use of municipal vehicles, and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)?
4	Yes	Has the appropriate administrative official reviewed the State Comptroller's June 25, 2013 Report with respect to local government legal fees, and does your municipality follow the best practices outlined in the checklist annexed as an Appendix to the report?

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Answer	Question
8	Yes	Are ordinances codified on an annual basis, with both the code and any uncodified ordinances (including salary ordinances) made available online?
5	Yes	<p>Municipalities and their agencies are allowed to prohibit the award of public contracts to business entities that have made certain campaign contributions exceeding \$300 and to limit the contributions that the holders of a contract can make during the term of a contract to \$300. A model ordinance concerning pay-to-play can be found at <a href="http://www.nj.gov/dea/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc">http://www.nj.gov/dea/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc</a>. Has your municipality adopted a pay-to-play ordinance pursuant to N.J.S.A. 40A:11-51 that is more restrictive than state statutory requirements?</p>
6	Yes	<p>Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget including the full adopted budget for current year when approved by governing body; most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; easily accessible contact information for elected and appointed officials, municipal administrator or manager, municipal clerk, police chief, municipal court administrator and all department heads; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?</p>
7	Yes	<p>Does your municipality require its elected officials to attend on an annual basis at least one instructional course, approved for continuing education credit by DLGS, covering the responsibilities and obligations of elected officials (for example: ethics, municipal finance, labor relations, risk management, shared services, purchasing, land use administration, personnel, technology etcetera)? This item may also be satisfied through in-house education provided by a professional, vendor or staff member provided they have significant expertise in their profession and routinely prepare public presentations.</p>
8	Yes	<p>Are ordinances codified on an annual basis, with both the code and any uncodified ordinances (including salary ordinances) made available online?</p>

Comments

Best Practices Worksheet CY 2013/SFY2014

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Question	Comments
Answer		
Yes	With regard to your municipality's collective bargaining agreements that replaced contracts expiring on or after 1/1/11, is the overall impact of the aggregate economic costs limited to an average increase of 2% or less per year over the contract term? An example of such analysis can be found on the " <u>PERC Summary Form; Public Sector; Non-Police and Non-Fire; Section V Impact of Settlement</u> " and " <u>PERC Summary Form; Police and Fire; Section VIII Impact of Settlement</u> "	
	<b>Financial Standards &amp; Procurement - FS</b>	
10	Internal accounting control processes, procedures and authorizations are designed to safeguard assets and to limit the risk of loss or misstatement. Does your CFO evaluate and discuss this risk assessment annually with your governing body or an appropriate subcommittee of the governing body ( such as the Audit or Finance Committee) with a focus on developing accounting control processes, procedures and authorizations designed to limit the risk of loss or misstatement?	
11	Yes An accounting policy manual documenting all internal accounting control processes, procedures and authorizations is of great value for staff to understand these safeguards. Are internal accounting control processes, procedures and authorizations documented and communicated to staff?	

Best Practices Worksheet CY 2013/SFY2014

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Answer	Question
12	Yes	Comments
12	Yes	<p>With respect to note sales, proper disclosure and communication with potential bidders can yield optimal results for a municipality. Knowing when to sell on a negotiated or competitive basis, aggregating note sales as much as possible, along with casting a "wide net" to attract the maximum number of bidders for a competitive note sale, is critical to achieving the lowest possible interest rate. Is your municipality doing all of the following:</p> <p>1) comparing any negotiated proposals with actual market data to assess whether a competitive sale is more optimal; 2) marketing note sales beyond publishing the notice required by N.J.S.A. 40A:2-30 and beyond displaying a notice on your municipal website; 3) consolidating note sales to a single sale per year, unless unexpected circumstances lead to an unavoidable need for a second sale; 4) issuing a prospectus, official statement or other document to potential lenders disclosing all material financial and budget information; and 5) refraining from conducting competitive note sales around the time of major holidays (such as, but not limited to, the period between Christmas and New Year's Day) <u>except only in those circumstances where notes are coming due and need to be</u></p> <p>Changes in energy markets could potentially offer substantial savings for local governments. <u>Local Finance Notice 2012-12</u> provides important guidance on the competitive procurement of energy. Has your CFO, head purchasing official or other appropriate municipal official evaluated and discussed with your governing body (or an appropriate subcommittee thereof) whether the cooperative or competitive procurement of energy would benefit your municipality?</p>
13	Yes	<p>Having a Finance Committee can provide an efficient means to represent the governing body by performing in depth research, plans and reviews in fiscal areas such as audit, budget and accounting workflow rules, as well as evaluating vendor, professional and labor contracts. Does your municipality have a Finance Committee made up of at least one governing body member, the chief administrative officer, CFO, head purchasing agent and other appropriate personnel, as may be needed, that meets at least monthly and discusses all significant financial issues?</p>
14	Prospective	

Best Practices Worksheet CY 2013/SFY2014

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Question	Comments
15	<p><b>Answer</b></p> <p>No</p> <p>Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. Have all audit findings from the 2011 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2012 audit? If the answer is no, please list the repeat findings in the comments section and, upon appeal by the municipality, the Director shall determine based on the comment(s) whether the finding(s) is/are sufficiently material to warrant a "no" answer.</p>	<p><b>Comments</b></p> <p>Unfinanced costs for capital projects over five years old remain on the City's books for general, school and water projects.</p>
16	<p><b>Answer</b></p> <p>Yes</p> <p>The CFO should be capable of preparing the annual financial statement, annual debt statement and budget schedules. Excessive auditor assistance on these documents could create a perception that the auditor is not truly independent of the client in auditing the client's financial statements. At a minimum, each CFO should prepare balanced and reconciled financial records including books of original entry, general ledgers, subsidiary ledgers and other computer reports that accurately analyze and reflect the municipality's financial position. These records should have sufficient detail for an accountant with sufficient knowledge of New Jersey's municipal accounting system to extract information necessary to prepare financial and debt statements. This requires that, within acceptable tolerance, all financial transactions (cash and non-cash) be posted in the general ledger and that all general ledger accounts be supported by subsidiary ledgers, reports, reconciliations or are otherwise analyzed. A "yes" answer is appropriate for this question if 1) your CFO prepares the annual financial statement, annual debt statement and annual budget, or 2) your CFO presents balanced and reconciled financial records, or 3) you are</p>	
17	<p><b>Answer</b></p> <p>No</p> <p>The Local Finance Board recently adopted new rules, outlined in <u>Local Finance Notice 2013 17</u>, expanding municipalities' ability to purchase goods and services with procurement cards. The most significant change is the elimination of the prior per-transaction monetary limitation on P-Cards (15% of local unit's bid threshold) where a Qualified Purchasing Agent manages a local unit's P-Card program. Has your CFO, head purchasing official or other appropriate municipal official evaluated and discussed with your governing body (or an appropriate subcommittee thereof) how and whether a procurement card program could benefit the municipality or, if a procurement card program already exists, whether the program complies with the new regulations?</p>	

Best Practices Worksheet CY 2013/SFY2014

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Answer	Question
		Comments
No	Grant programs can create a significant burden on a municipality's cash flow if program expenses are either not timely reimbursed or are charged to other operating accounts instead of to the grant. Are all grant revenues, along with their corresponding appropriations, reviewed at least quarterly to determine that all program expenses have 1) been filed for reimbursement and 2) have been properly charged to the grant, with follow up communication to grantor agencies in instances where payments are delayed?	
<b>Budget Preparation and Presentation - BP</b>		
19	Yes	Has your municipality fully and accurately disclosed in the "Budget Message" section of your CY2013/SFY 2014 budget the following: Revenues at Risk; Non-Recurring Cost Reductions; Anticipated CY2014/SFY 2015 Appropriation Increases; and Structural Balance Offsets as detailed in <u>Local Finance Notice 2011-37</u> ?
20	Yes	In preparing your annual budget it is important for both the governing body and public to understand the concept of surplus and how it accumulates (or declines) over the years. A formal policy regarding surplus serves as a basis for decisions concerning future financial solvency, and the lack of a policy could lead bond rating agencies to downgrade your municipality's credit rating. In developing said surplus policy your CFO should analyze and explain at least a five-year trend of surplus; illustrating the factors causing each annual increase or decrease. A surplus policy with realistic and sustainable goals can then be determined. Does your municipality have a written policy goal for the amount of surplus available in support of municipal operations, and is this goal evaluated annually?
21	Yes	In preparing your annual budget for the current year it is important that the impact that these decisions may have on future years' budgets be presented, evaluated and considered before final action is taken. Long term plans concerning revenue, appropriations, tax levy, tax levy cap and surplus are critical toward sustaining (or achieving) a solid fiscal condition. Are projections calculated and discussed in sufficient detail so that the governing body understands the impact that the current year's budget may have on the future tax levy (as restricted by the levy cap) and future surplus balances for at least two (2) future year's budgets?

Best Practices Worksheet CV 2013/SFY2014

Jersey City City (Hudson)

Please see Color Key at bottom of sheet for limits on answers

0906	Question	Comments
Answer		
Yes	<p>Certain municipalities have indirectly pledged prompt payment (i.e. issued a guarantee) of debt service with respect to debt issued by counties, independent authorities or developers. Bond Rating Agencies (e.g. Moody's, Fitch, Standard &amp; Poor's) have downgraded certain municipalities' bond ratings to below investment grade for lack of preparation in the event a lender calls in a debt guarantee. If your municipality guarantees any debt, are direct service revenues that may be pledged against debt repayment monitored by the municipal CFO; and to the extent that cash flow from pledged revenue will not satisfy the debt repayment, are sufficient funds held in reserve to satisfy the guarantee or is an existing authorization in place to issue debt (e.g. a bond ordinance) in the event a lender calls in the guarantee?</p>	
Yes	<p>Do elected officials receive status reports at least quarterly on all budget revenues and appropriations as they correspond to the annual adopted budget?</p>	
Yes	<p>Given the potential fiscal impact of property tax appeals on municipalities, the Tax Assessor and CFO should review the status of filed appeals on a regular basis to determine their effect on future budgets and plan accordingly. With input and approval from the governing body, this plan should include an evaluation of current assessment values and should consider setting aside an adequate estimated reserve to fund potentially successful state tax court appeals. <u>Has your municipality considered a property reassessment/revaluation to counter the effect of successful residential tax appeals?</u> In answering this question, a yes answer indicates that the municipality either 1) determined after reviewing assessed values that a reassessment/revaluation is unnecessary due to assessed values accurately reflecting market values (resulting in a small number of successful appeals); or 2) if the impact of appeals is significant, a revaluation plan has been filed with your County Board of Taxation.</p>	
Yes	<p>In developing your multi-year capital plan, is your municipality dedicating sufficient revenues to fund maintenance, repair and eventual replacement of infrastructure such as roads, storm sewers, sanitary sewers and water systems?</p>	<p>MUA is responsible for sewer and water systems.</p>
No	<p>N.J.S.A. 40A:4-62.1 allows for the creation of a dedicated trust fund to reserve funds budgeted during years with relatively little snowfall for use in future years when excessive snowfalls may exceed budgeted funds. In your 2013 Budget, has your municipality appropriated at least the average of snow removal expenses incurred over a minimum of 3 years?</p>	<p>The JICA is responsible for snow removal.</p>
	<p>Health Insurance - HI</p>	

Jersey City City (Hudson)		
0906	Please see Color Key at bottom of sheet for limits on answers	
	Answer	Question
		Comments
27	No	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)?
	Yes	Does your municipality conduct a monthly review of health benefit covered lives itemized on health insurance invoices to determine that health insurance invoices do not include employees, former employees, spouses or dependents who should no longer be receiving coverage?
29	Yes	As explained in Local Finance Notices 2011-20R and 2011-34, P.L. 2011 c. 78 requires employees to contribute toward healthcare based on a percentage of total premium cost, subject to a four-year phase-in. Has your municipality implemented the employee healthcare contribution provisions contained in P.L. 2011 c. 78?
30	No	Municipalities frequently contract with or designate insurance brokers to secure healthcare coverage from insurance carriers. Brokers are typically paid by third-party administrators (TPA's) hired to collect, review and pay healthcare bills. The municipality pays the TPA, who in turn pays the broker. Broker fees are often directly related to the amount of insurance premiums or fees paid by the municipality (i.e. the higher the premium, the larger the broker's commission). Thus, the municipality-broker-TPA arrangement is vulnerable to abuse because brokers could face conflicting incentives in seeking lower-cost insurance alternatives. If your municipality contracts with or otherwise designates an insurance broker, is the structure for broker payments set at a flat-fee rather than on a commission basis (so as to mitigate the risk of brokers recommending more expensive insurance coverage to earn higher fees)?
31	Yes	The State Health Benefits Program (SHBP) offers medical, prescription and dental coverage options for more than 850,000 participants, including employees, dependents and retirees. All plans have substantial networks of healthcare providers, and provide services nationwide. 62% of municipalities, and 33% of counties, within New Jersey participate in SHBP. If your municipality has non-SHBP coverage, as your collective bargaining agreements come up for renegotiation, do your municipality's negotiation proposals seek contract provisions allowing its employees to be switched to SHBP or another non-SHBP plan of lesser cost?

Best Practices Worksheet CY 2013/SFY2014

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Question	Comments
Answer		
Yes	If your municipality does not participate in the State Health Benefits Program (SHBP), have competitive proposals for health insurance been solicited in the last three years (including from the Division of Pensions and Benefits for SHBP health insurance coverage)?	Our broker solicits the entire population of health care providers. Although the SHBP was not sent an RFP, the City annually compares its COBRA rates against the rates of the SHBP.

Best Practices Worksheet CY 2013/SFY2014

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Answer	
	Question	Comments
33	Yes	
<p><b>Personnel - PE</b></p> <p>N.J.S.A. 43:15A-7.2 and 43:15C-2(b)(4) preclude independent contractors and individuals performing professional services for any municipality or agency (e.g. municipal attorney, auditor, planner) under a professional services contract awarded pursuant to the Local Public Contracts Law from membership in the Public Employees' Retirement System (PERS) and Defined Contribution Retirement Program (DCRP). This is discussed further in <u>Local Finance Notice 2007-28</u>. Has your municipality reviewed the status of your independent contractors and professional services providers to ensure they are not deemed eligible for PERS and/or DCRP?</p>		
34	Yes	
<p>The Fair Labor Standards Act (FLSA) is a federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. The law requires that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, municipal managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and are not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with your labor counsel for more detailed guidance). <u>Does your municipality refrain from paying overtime to employees who are classified as exempt under the FLSA?</u> In answering this question, be aware that exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings, participation in training sessions, and police "off-duty" assignments (a/k/a "Jobs in Blue"). Also, please note that N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to <a href="mailto:contracts@perc.state.nj.us">contracts@perc.state.nj.us</a>. Has your municipality filed all current contracts with PERC?</p>		
	Yes	

Best Practices Worksheet CY 2013/SFY2014

Jersey City City (Hudson)

Please see Color Key at bottom of sheet for limits on answers

	Question	Comments
0906	Answer	
36	<p>No</p> <p>Does your municipality make available to the public free of charge, either through an internet posting or on-site review, documents that show the current salaries of all personnel and additional documents that would allow the public to view how your municipality's salaries have changed over a three year period?</p>	
37	<p>Yes</p> <p>Accurate records of employee time are critical not only for financial accountability but also effective management of your workforce. Is your municipality ensuring that 1) employees complete and file standardized forms, either electronically or by paper, to verify all employee time worked (e.g. time cards, electronic time keeping); 2) your personnel/human resources office maintains records accounting for all employee leave time earned and used; and 3) supervisors are reviewing and approving/denying employee time and attendance documentation before those records are submitted to management and, in the case of department heads, is such documentation reviewed and verified independently?</p>	
38	<p>No</p> <p>Has your municipality instituted a policy to not compensate employees for sick leave accumulated after a certain date?</p>	
39	<p>Yes</p> <p>Does your municipality limit the carry forward of accrued vacation time to no more than the amount earned in the previous year (meaning no employee hired after the effective date of the limitation policy can keep in any given year more vacation time that they earned in the prior year)?</p>	
	<p>Yes</p> <p>Does the municipal governing body approve all payments for accumulated absences pursuant to the requirements of <u>N.J.A.C. 5:30-15.4</u>, as discussed in <u>Local Finance Notice CFO-2002-1?</u></p>	
	<p>Yes</p> <p>Does your municipality provide annual employment practice liability training for elected officials, managers, administrators, department heads and supervisors?</p>	

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Answer	Question
42	Yes	Does your municipality have a transitional duty program (light duty) to encourage employees out on workers compensation to return to work?
43	Yes	The State Workers Compensation Law provides that, when an employee receives a work-related injury producing temporary disability, the employee is entitled to wage-continuation equal to 70% of the employee's weekly wages, subject to a maximum compensation as determined by the Commissioner of Labor. <u>Does your municipality limit benefits for work-related injuries to the above statutory benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.
44	Yes	The weekly benefit rate provided under the State Temporary Disability Law for a non-work-related injury is calculated on the basis of claimant's average weekly wage. Each claimant is paid 2/3 of their average weekly wage up to the maximum amount payable, which is \$584 for disabilities beginning on or after 1/1/13. <u>Does your municipality refrain from supplementing the Temporary Disability benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.
45	Yes	Has your municipality adopted an ordinance, resolution, regulation or policy eliminating longevity awards, bonuses or payments for non-union employees?
46	Yes	For any employees covered by a collective bargaining agreement, has your municipality eliminated longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing longevity awards, bonuses or payments for employees hired before a specified date? The answer to this question can be "prospective" if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.
		<b>Comments</b>
		For new hires effective 11/01/10
		For new hires effective 01/01/13
		Police and Fire offer light duty assignments. Civilian employees are offered when practicable.

Best Practices Worksheet CY 2013/SFY2014

<b>Jersey City City (Hudson)</b>		
<i>Please see Color Key at bottom of sheet for limits on answers</i>		
0906	Answer	Question
48	Yes	Disaster Preparedness/Resiliency - DP
49	N/A	Disaster Preparedness/Resiliency - DP
50	Yes	Disaster Preparedness/Resiliency - DP
		<p>Has your municipality 1) reviewed within the past year its master plan and zoning ordinances and, if changes are recommended by your engineer, planner or land use board to ensure greater resiliency in the face of flooding and storm damage, with a plan to implement such changes; and 2) amended your zoning ordinances as necessary to allow homeowners to raise conforming structures to the Base Flood Elevation (BFE) set by the new FEMA maps?</p>
		<p>Has your municipality within the past year reviewed and updated as necessary its emergency management plan, taking into account lessons learned from the impact of Superstorm Sandy and other recent natural disasters?</p>
		<p>P.L. 2013, c. 37, known as the "Sandy Integrity Monitor Law", requires the State Treasurer to assign monitors to recovery and rebuilding-related contracts \$5 million or above, and grants the Treasurer discretion to assign monitors on contracts below \$5 million. Pursuant to authority granted under the law, all Sandy-related recovery and rebuilding contracts over \$2 million awarded by local governments must be reported to the State Department of Treasury. Please access Treasury's Sandy website at <a href="http://www.state.nj.us/treasury/news-sandy.shtml">http://www.state.nj.us/treasury/news-sandy.shtml</a> for more information on your municipality's responsibilities under the Sandy Integrity Monitor Law.</p> <p>Has your municipality reported all Sandy-related contracts over \$2 million to the State Treasurer?</p>
		<p>A municipality's participation in FEMA's <u>National Flood Insurance Program Community Rating System</u> can lead to significant flood insurance premium reductions for its homeowners. An explanation of the program may be found on FEMA's website at <a href="http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system">http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system</a>, and more information on how the NJDEP's statewide CRS coordinator can assist with improving your rating can be found at <a href="http://www.nj.gov/dep/floodcontrol/about.htm">http://www.nj.gov/dep/floodcontrol/about.htm</a>. Does your municipality have a Community Rating System ranking of at least Class 9?</p>



**Jersey City City (Hudson)**

*Please see Color Key at bottom of sheet for limits on answers*

Question

Comments

**Robert Byrne, City Clerk**

**10/23/2013**

Red = Repeat Question; Prospective answers not permitted

Blue = Questions where neither "not applicable" nor "N/A" answers are permitted

Green = Repeat questions where neither "Prospective" nor "Not Applicable" are permitted

No Color = "Yes", "No", "Prospective" and "Not Applicable" are all permissible answers

# of Questions scored Yes, Prospective, or "not applicable"	Amount of Aid Disbursed	Impact on final 5% aid payment/Impact on total aid
41-50	100%	No penalty
33-40	80%	Lose 20% which equals 1% of total aid
25-32	60%	Lose 40% which equals 3% of total aid
17-24	40%	Lose 60% which equals 3% of total aid
9-16	20%	Lose 80% which equals 4% of total aid
0-8	0%	Lose 100% which equals 5% of total aid

Question	Table of Weblinks
4	<a href="http://nj.gov/comptroller/news/docs/press-local-government-legal-fees.pdf">http://nj.gov/comptroller/news/docs/press-local-government-legal-fees.pdf</a>
5	<a href="http://www.nj.gov/dca/divisions/dlqs/resources/muni-st-docs/pay-to-play-ordinance-contractor.doc">http://www.nj.gov/dca/divisions/dlqs/resources/muni-st-docs/pay-to-play-ordinance-contractor.doc</a>
9	<a href="http://www.state.nj.us/perc/Collective-Bargaining-Agreement-Summary-Form-Police-and-Fire-2012.04.02-Instructions-and-Example.pdf">http://www.state.nj.us/perc/Collective-Bargaining-Agreement-Summary-Form-Police-and-Fire-2012.04.02-Instructions-and-Example.pdf</a>
9	<a href="http://www.state.nj.us/perc/Collective-Bargaining-Agreement-Summary-Form-Non-Police-and-Non-Fire-2012.04.02-Instructions-and-Example.pdf">http://www.state.nj.us/perc/Collective-Bargaining-Agreement-Summary-Form-Non-Police-and-Non-Fire-2012.04.02-Instructions-and-Example.pdf</a>
13	<a href="http://www.nj.gov/dca/divisions/dlqs/flms/12/2012-12.pdf">http://www.nj.gov/dca/divisions/dlqs/flms/12/2012-12.pdf</a>
17	<a href="http://www.nj.gov/dca/divisions/dlqs/flms/13/2013-17.pdf">http://www.nj.gov/dca/divisions/dlqs/flms/13/2013-17.pdf</a>
19	<a href="http://nj.gov/dca/divisions/dlqs/flms/11/2011-37.doc">http://nj.gov/dca/divisions/dlqs/flms/11/2011-37.doc</a>
29	<a href="http://nj.gov/dca/divisions/dlqs/flms/11/2011-20R.doc">http://nj.gov/dca/divisions/dlqs/flms/11/2011-20R.doc</a>
29	<a href="http://nj.gov/dca/divisions/dlqs/flms/11/2011-34.doc">http://nj.gov/dca/divisions/dlqs/flms/11/2011-34.doc</a>
33	<a href="http://nj.gov/dca/divisions/dlqs/flms/07/2007-28.doc">http://nj.gov/dca/divisions/dlqs/flms/07/2007-28.doc</a>
40	<a href="http://www.nj.gov/dca/divisions/dlqs/flms/02/cfo-2002-1.pdf">http://www.nj.gov/dca/divisions/dlqs/flms/02/cfo-2002-1.pdf</a>
50	<a href="http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system">http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system</a>
50	<a href="http://www.nj.gov/dep/floodcontrol/about.htm">http://www.nj.gov/dep/floodcontrol/about.htm</a>

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

City Clerk File No. Res. 13.708

Agenda No. 10.E

Approved: OCT 23 2013

TITLE: **RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2013 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**



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

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

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

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2013 Municipal Budget:

	<u>FROM</u>	<u>TO</u>
WIC Program	0	\$1,632,000
McGinley Square LSP	\$350,000	\$366,775
Jersey City Comprehensive Traffic Safety Program	0	\$27,900
PSE&G Tree Canopy Study & Survey	0	\$45,000
UEZ-JCEPT Reentry Program	0	\$501,725
Assistance to Firefighters Grant	0	\$800,000

**BE IT FURTHER RESOLVED** that a like sum be approved to be appropriated in same budget:

	<u>FROM</u>	<u>TO</u>
WIC Program	0	\$1,632,000
McGinley Square LSP	\$350,000	\$366,775
Jersey City Comprehensive Traffic Safety Program	0	\$27,900
PSE&G Tree Canopy Study & Survey	0	\$45,000
UEZ-JCEPT Reentry Program	0	\$501,725
Assistance to Firefighters Grant	0	\$800,000

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

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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

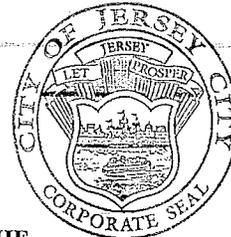
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.709

Agenda No. 10.F

Approved: OCT 23 2013

TITLE:



**RESOLUTION REQUESTING APPROVAL OF THE  
DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT  
SERVICES TO ESTABLISH A DEDICATED TRUST BY  
RIDER FOR THE UNIFORM FIRE CODE PENALTY FUND  
N.J.A.C. 5:70-2.12**

**COUNCIL**  
adoption of the following resolution:

**offered and moved**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

**WHEREAS**, N.J.A.C. 5:70-2.12 provides that the dedicated revenues anticipated from the Uniform Fire Code Penalty Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement;

**NOW, THEREFORE, BE IT RESOLVED**, that the governing body of the City of Jersey City, County of Hudson, State of New Jersey as follows:

1. The Governing Body hereby requests permission of the Director of the Division of Local Government Services to pay expenditures of the Uniform Fire Code Penalty Fund as per N.J.A.C. 5:70-2.12.
2. The Municipal Clerk of the City of Jersey City, County of Hudson is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: *Rolando Lavarro, Jr.*  
Business Administrator

APPROVED AS TO LEGAL FORM  
*Robert Byrne*  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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 Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.710

Agenda No. 10.6

Approved: OCT 23 2013

TITLE:



**RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR THE UNIFORM FIRE CODE DEDICATED PENALTY FUND N.J.A.C. 5:50-2.12.a**

**COUNCIL**  
adoption of the following resolution:

**offered and moved**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

**WHEREAS**, N.J.A.C. 5:70-2.12a provides that the dedicated revenues anticipated from the Uniform Fire Code Dedicated Penalty Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement;

**NOW, THEREFORE, BE IT RESOLVED**, that the governing body of the City of Jersey City, County of Hudson, State of New Jersey as follows:

1. The Governing Body hereby requests permission of the Director of the Division of Local Government Services to pay expenditures of the Uniform Fire Code Dedicated Penalty Fund as per N.J.A.C. 5:70-2.12.a.
2. The Municipal Clerk of the City of Jersey City, County of Hudson is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: *Donna Kaye, C.F.D.*

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 10.23.13											
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

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

City Clerk File No. Res. 13.711

Agenda No. 10.H

Approved: OCT 23 2013

TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10901 LOT 106 LOCATION 461-469 NEWARK AVENUE**



**COUNCIL**  
following resolution:

offered and moved adoption of the

**WHEREAS**, the City of Jersey City on November 13, 1980 sold the above property not needed for public use to: Samir Ayad Toss, 54 Magnolia Avenue, Jersey City, New Jersey; and,

**WHEREAS**, the conditions of sale set forth that the purchaser clean, grade and erect a fence; and,

**WHEREAS**, on March 10, 1981, the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale are fully complied with; and,

**WHEREAS**, on October 10, 2013 an inspection was conducted on Block 10901 Lot 106, 461-469 Newark Avenue and revealed the property was clean, grade and fenced; and,

**WHEREAS**, the property may now be released from the restrictive covenants that affect it; and,

**WHEREAS**, in accordance with State Law in order for this resolution to be recorded in the Hudson County Register's Office it must contain an acknowledgement.

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

1. The city finds and declares that all the terms and conditions of sale contained in the resolution adopted by the governing body of the City of Jersey City on October 28, 1980 have been complied with.

2. Block 10901 Lot 106 Location 461-469 Newark Avenue is hereby released from any and all restrictions.

3. The Mayor is hereby authorized to execute this resolution and a notary public notarize the acknowledgement contained herein in accordance with Law so that same may be recorded in the Hudson County Register's Office.

**In Witness Whereof**, the party of the first part has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed that day and year first above written.

**WITNESS**

**CITY OF JERSEY CITY**

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

02013115

City Clerk File No. Res. 13.711

Agenda No. 10.H OCT 23 2013

TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10901 LOT 106 LOCATION 461-469 Newark Ave.**

**STATE OF NEW JERSEY)**

SS:

**COUNTY OF HUDSON)**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Thirteen, before me the subscriber, a Notary Public of the State of New Jersey personally appeared, Robert Byrne and made proof to my satisfaction that he is the City Clerk of Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Steven M. Fulop who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

Sworn and subscribed to  
Before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Notary Public

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

APPROVED: *[Signature]*

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 10.23.13											
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]*  
Relando R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

## LEGISLATIVE FACT SHEET

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

**FULL TITLE OF AUTHORIZING RESOLUTION:**

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10901 LOT 106 LOCATION 461-469 NEWARK AVENUE.

**NAME, TITLE AND PHONE NUMBER OF PERSON INIATING THE RESOLUTION:**

Ann Marie Miller, Real Estate Manager (201) 547-5234

**DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**

To release the property from restrictive covenants that affect it.

**REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT ETC.:**

An inspection conducted on October 10, 2013 revealed that the property was clean graded and fenced, meeting all conditions of sale required in the Resolution Authorizing the Sale.

**ANTICIPATED BENEFITS TO THE COMMUNITY:**

The purchaser will be permitted to sell, convey or otherwise transfer the property.

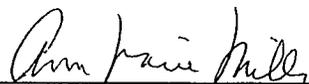
**PROPOSED COST:**

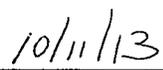
\$ 0.00

**PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT ETC.:**

Ann Marie Miller

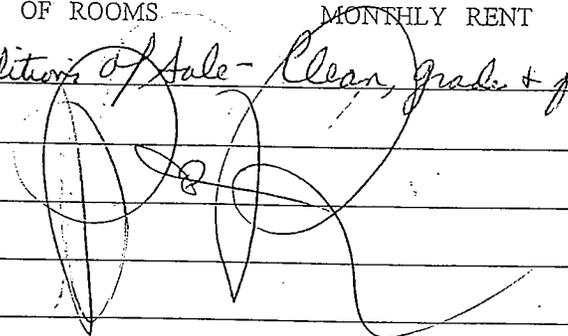
**I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
\_\_\_\_\_  
DIVISION DIRECTOR

  
\_\_\_\_\_  
DATE

CITY OF JERSEY CITY  
REAL ESTATE DIVISION

DATE Oct. 10, 2013  
BLOCK 10901 LOT(S) 106  
ADDRESS 461-469 Newark Ave  
DESCRIPTION \_\_\_\_\_ DIMENSIONS \_\_\_\_\_  
OCCUPIED \_\_\_\_\_ VACANT Yard

TENANTS NAMES	OF ROOMS	MONTHLY RENT
<u>Conditions of Sale - Clean, grade + fence</u>		
		

COMMENT: upon inspection of the above  
property I found it  
in good planetary  
condition throughout  
6ft. fence and sidewalk  
are in good shape

DESCRIPTION    GOOD    POOR     
SHOULD BE DEMOLISHED \_\_\_\_\_

INSPECTED BY: [Signature] 10/10/13

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

City Clerk File No. Res- 13.712

Agenda No. 10.1

Approved: OCT 23 2013

TITLE:



**RESOLUTION CANCELING THE SALE OF REAL PROPERTY  
NOT NEEDED FOR PUBLIC USE, PURSUANT TO N.J.S.A. 40A:12-13,  
BLOCK 17101 f/k/a 1924 LOT 8 f/k/a 41 LOCATION 29 ASTOR PLACE.**

**COUNCIL  
Resolution:**

**offered and moved adoption of the following**

**WHEREAS**, The Municipal Council of the City of Jersey City passed and adopted a resolution on May 11, 2011 authorizing the sale of certain real property not needed for public use by public sale to the highest bidder in accordance with N.J.S.A. 40A: 12-13; and

**WHEREAS**, in pursuance to said resolution such sale was held on Wednesday, June 8, 2011 in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey; and

**WHEREAS**, at said public sale Block 17101 f/k/a 1924 Lot 8 f/k/a 41, 29 Astor Place was conditionally sold to: Cambridge Hilltop, LLC of 192 Christopher Columbus Drive, Jersey City, New Jersey; and

**WHEREAS**, the sale of the above mentioned property was confirmed by the Municipal Council on June 15, 2011; and

**WHEREAS**, the above sale be canceled and the deposit in the amount of \$2,100.00 be refunded due to the fact that the City cannot give clear title to the property without an additional payment of \$5,000.00 which the purchaser is not willing to pay as per the attached letter from Robert T. Breacia the attorney for the purchaser (see attachments).

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council that the purchase of the above mentioned property to the aforementioned purchaser is hereby canceled and the deposit in the amount of \$2,100.00 be refunded.

APPROVED: *Ann Marie Miller*  
*Real Estate Manager*

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 10.23.13											
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]*  
Rodrigo R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

## LEGISLATIVE FACT SHEET

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

**FULL TITLE OF AUTHORIZING RESOLUTION:**

RESOLUTION CANCELING THE SALE OF REAL PROPERTY NOT NEEDED FOR PUBLIC USE, PURSUANT TO N.J.S.A. 40A: 12-13 BLOCK 17101 F/K/A 1924 LOT 8 F/K/A 41 LOCATION 29 ASTOR PLACE.

**NAME AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Peggy Rausch (201) 547-5234.

**DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**

To cancel the sale of 29 Astor Place and refund the deposit of \$2,100.00 to the purchaser.

**REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT ETC.:**

The City cannot give clear title to the property.

**ANTICIPATED BENEFITS TO THE COMMUNITY:**

The property could be sold at public auction and be returned to the tax roles.

**PROPOSED COST:**

\$2,100.00

**PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT ETC.:**

Ann Marie Miller (201) 547-5234

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.



DIVISION DIRECTOR



DATE



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: Ann Marie Miller, Dir. Real Estate

FROM: Joanne Monahan, Asst. Corporation Counsel 

DATE: October 4, 2013

SUBJECT: 29 Astor Place

---

The mortgagee is willing to accept \$5,000 to discharge its mortgage. Bob Breschia, Esq., attorney to the purchaser at auction, has declined to do so.

Please cancel the sale. You should pay off this mortgage (\$5,000) so you can re-sell at an auction, free and clear of any title issues, and return the property to the tax roles.

Your cooperation is appreciated.

JM/he

cc: Robert J. Kakoleski, Acting Business Administrator  
Maureen Cosgrove, Tax Collector



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

September 24, 2013

Robert Brescia, Esq.  
591 Summit Avenue - Suite 600  
Jersey City, NJ 07306-2709

Re: Property Located at 29 Astor Place, Jersey City, NJ  
Block 1924, Lot 41

Dear Mr. Brescia:

As previously requested by correspondence of September 9, 2013, kindly advise if your client wishes to pay off the mortgage (see pay-off letter attached) or whether you want the City to cancel the sale.

Your cooperation and prompt attention to this matter is appreciated.

Very truly yours,

JEREMY FARRELL  
CORPORATION COUNSEL  
*/s/ Joanne Monahan*  
JOANNE MONAHAN  
Asst. Corporation Counsel

JM/he  
Encl.

cc: AnnMarie Miller, Dir. Real Estate  
Ray Reddington, Asst. Corporation Counsel

JB

**ROBERT T. BRESCIA**  
Attorney At Law

September 30, 2013

VIA FIRST CLASS MAIL

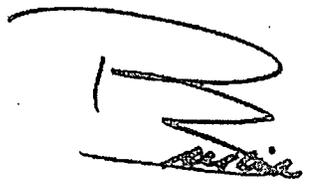
City of Jersey City Law Department  
280 Grove Street  
Jersey City, NJ 07302  
ATTN: Joanne Monahan, Esq.

RE: Property Located at 29 Astor Place, Jersey City, NJ  
Block 1924, Lot 41

Dear Ms. Monahan:

Pursuant to the conversation we had today, please be advised that my client would like the City to cancel the sale for the above referenced property. Should you have any questions, please do not hesitate to contact to my office. Thank you.

Very truly yours,



ROBERT T. BRESCIA  
RTB/lh  
cc: Arthur Pronti

RECEIVED  
CITY OF JERSEY CITY  
OCT 2 11 9 53  
MAYOR'S OFFICE

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

City Clerk File No. Res. 13.713  
 Agenda No. 10.J  
 Approved: OCT 23 2013  
 TITLE:



## CANCELLATION OF 2013 REAL ESTATE TAXES ON BLOCK 11207 LOT 22, ALSO KNOWN AS 306 FOURTH STREET DUE TO VETERANS EXEMPTION

COUNCIL OFFERED, AND MOVED ADOPTION  
 OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Block 11207 Lot 22 was fully assessed for the tax year 2013; and

**WHEREAS**, the Tax Assessor granted a 11 month prorated Veterans Tax Exemption for 2013 under N.J.S.A 54:4-3.30; and

**WHEREAS**, the Tax Collector and Tax Assessor would like to cancel charges in the amount of \$ 5,064.44 ; and

**WHEREAS**, the Tax Collector's files still indicate the taxes were paid for 1<sup>st</sup> thru 3<sup>rd</sup> quarters and a refund should be issued to the homeowner in the amount of \$ 3,631.06; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the 2013 real estate taxes in the amount of \$3,631.06 on Block 11207 Lot 22 also known as 306 Fourth Street, Jersey City is hereby canceled and refunded in the amount of \$ 3,631.06.

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 10.23.13											
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



OFFICE OF THE CITY ASSESSOR  
280 Grove Street  
Jersey City, NJ 07302  
Tel. 201-547-5131 Fax 201-547-4949

**Eduardo Toloza**  
Assessor

October 8, 2013

Henry Brown  
306 Fourth St.  
Jersey City, NJ 07302

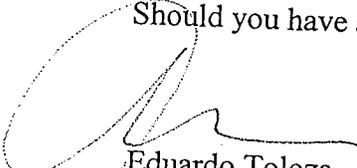
Re: **2013 Real Estate Taxes**  
**Block 11207 Lot 22**  
**A/k/a 306 Fourth St.**  
**Jersey City, New Jersey**

Dear Mr. Brown:

This Office has reviewed your veteran's application for tax exemption pursuant to NJSA 54:4-3.30 et seq. and found them to be in compliance with the law. Therefore, commencing February of 2013 taxing year and forward without reapplying for this exemption, you are exempt from paying real estate taxes on the above captioned property which you use as your principal residence.

By this letter, I am recommending to the Jersey City Tax Collector to cancel the 2013 prorated real estate taxes billed in the amount of \$5,064.44 and the 2014 extended first half billing. Any payment made for 2013 in excess of your exemption will be refunded. Our records have been adjusted to reflect this exemption from local taxation.

Should you have any question on this matter, please don't hesitate to give us a call.

  
Eduardo Toloza  
City Tax Assessor

10/8/13

Cc: Tax Collector

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

City Clerk File No. Res. 13.714  
 Agenda No. 10.K  
 Approved: OCT 23 2013  
 TITLE: \_\_\_\_\_



**A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 45 FOOT LOADING ZONE ON THE SOUTH SIDE OF BROOKS PLACE, MONDAY THROUGH FRIDAY, 5:00 P.M. TO 8:00 P.M.**

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

**WHEREAS**, the provisions of N.J.S.A. 39:4-197 (3)(b) provide that the Municipal Engineer of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

**WHEREAS**, the provisions of Section 3-69(C)(6) of the Traffic Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

**WHEREAS**, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 13-057) be promulgated designating a loading zone at the location described therein.

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

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 13-057) Brooks Place, south side, beginning 35 feet east of Kennedy Boulevard and extending to a point 45 feet easterly, Monday through Friday, 5:00 p.m. to 8:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection  
 c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: *Stanley Hwang*  
 Acting Director  
 Engineering, Traffic and Transportation

APPROVED: *[Signature]*  
 Director, Dept. of Public Safety

APPROVED: *[Signature]*  
 Business Administrator

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

SH:pc1  
 (09.10.13)

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <span style="float: right;">10.23.13</span>											
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

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

MICHAEL RAZZOLI, DPW DIRECTOR



HONORABLE STEVEN M FULOP, MAYOR

Regulation 13-057

September 10, 2013

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**LOADING ZONE REGULATION  
DESIGNATED**

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

BROOKS PLACE – SOUTH SIDE

Beginning at a point approximately 35 feet east of Kennedy Boulevard and extending to a point 45 feet easterly therefrom.

Time: Monday through Friday  
5:00 p.m. to 8:00 p.m.

Division of Engineering, Traffic and Transportation

  
Stanley Huang, P.E., Acting Director  
Division of Engineering, Traffic and Transportation

Approved by Municipal Council Resolution:

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**

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

**From:** Dawn Odom, Supervising Administrative Analyst  
Department of Public Works *Dawn*

**Subject:** Agenda Item for Council Meeting – October 23, 2013  
Resolution – McGinley Square Safety Improvements Federal Aid Agreement

**Date:** October 10, 2013

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The NJ Department of Transportation (NJDOT) has informed the City of Jersey City the Federal Highway Administration (FHWA) has authorized funding in the amount of \$366,775.00 for the McGinley Square federal aid project.

As a condition of this grant, please find the prepared resolution authorizing the City to enter into a cost reimbursement agreement for municipal approval and execution.

Attached is a copy of the federal aid agreement that will be executed. Upon municipal approval of the supporting resolution, Mr. Byrne will return five (5) original signed/sealed copies of the agreement and resolution to DPW. I will follow through with forwarding the federal aid agreements to our state officials.

Thank you.

c: Robert Byrne, City Clerk  
Michael Razzoli, Director, Department of Public Works  
Brian F. Weller, Division Director, Architecture, Engineering, Traffic & Transportation  
Stanley Huang, Municipal Engineer  
Project Engineer & File 12-008

## *McGinley Square Safety Improvements*

### *Jersey City Project No. 12-008*

#### **SCOPE OF WORK**

McGinley Square is located just south of the Journal Square Transportation Hub. There were 137 crashes recorded within the study area between 2009 and 2011. Bergen Avenue is a major North-South corridor and Montgomery Street is a major East-West corridor which intersect at McGinley Square. This is a vibrant commercial district with schools located immediately adjacent to the area. Eastbound vehicular traffic making left turns at the "T" intersection of Montgomery Street and Tuers Street causes traffic congestion, and pedestrians in the same area cross mid-block causing a safety concern.

Both vehicular traffic and pedestrian traffic volumes are high due to the commercial nature of the area. There is a lack of proper ADA compliant ramps at the intersections for the disabled to cross the streets. Some sidewalk areas are deteriorated and require reconstruction. Also, the roadway drainage needs improvements to alleviate water ponding at the curb ramp crossing. The traffic signals lack pedestrian countdown indicators, which enhance pedestrian crossing safety.

The following is the proposed improvement for the vehicular and pedestrian traffic safety:

- Upgrade traffic signals including pedestrian countdown signal heads.
- Construct center median-island to serve as pedestrian refuge and also prevent left turning movement which will alleviate traffic congestion.
- Reconstruct sidewalk and portions of the roadway at the intersections to provide ADA compliant ramps for the disabled. This will ensure safe crossing at the intersections and also resolve water ponding in the immediate area.
- Upgrade traffic striping and marking with highly visible international crosswalks. Install U-post wraparound reflective sheeting for signs. Install image detection cameras in place of inductive pavement loops.

The following streets are included in the project:

- Bergen Avenue at Fairmount Avenue and at Storms Avenue
- Monticello Avenue at Tuers Avenue
- Orchard Street at Monticello Avenue and at Montgomery Street



State of New Jersey  
DEPARTMENT OF TRANSPORTATION

13 SEP 25 PM 1:56

CITY OF JERSEY  
ENGINEERING  
Bureau of Local Aid - Newark  
153 Halsey Street, 5<sup>th</sup> floor  
Newark, New Jersey 07102  
(973) 877-1500  
FAX (973) 648-4547

CHRIS CHRISTIE  
*Governor*

JAMES S. SIMPSON  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

September 24, 2013

Honorable Steven M. Fulop  
Mayor, City of Jersey City  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Re.: McGinley Square  
City of Jersey City, Hudson County  
Federal Project No. HSP-COOS(527)  
NJDOT Job No. 6306380

Dear Mayor Fulop:

This is to inform you that on September 18, 2013, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$366,775.00, for the above captioned Federal Aid Highway Program project in the City of Jersey City, Hudson County.

Requirements for this project include, but are not limited to, the following:

Advertisement of Contract

- As per the NJDOT Procedures for Federal Aid Projects Local Aid Federal Aid handbook, the City of Jersey City is required to advertise for construction bids within 60 calendar days from the date of this letter. The project shall be advertised once a week for a minimum of three (3) consecutive weeks in at least two (2) legal newspapers.
- The City of Jersey City must send NJDOT a schedule of advertisement and anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. The City of Jersey City may use their own format for the bid proposal; however, the construction items and quantities must be the same as the final plans, specs and estimate (as submitted with the authorization request). Any modifications to the construction items and quantities will require FHWA's prior approval and authorization.

- The number of Training Positions will be 0 Trainee (None), where feasible consisting of at least 0 Apprentices and 0 Apprentice Graduates of the P.A.P. and/or Trainees (Total Trainees Hours = 0 Hours (None).
- The Disadvantage Business Enterprises (DBE) goal is 12% (Twelve). General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Web Determinations online web site at <http://www.wdol.gov/dba.aspx#0>. Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate. State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).
- Contract completion date as noted in the bid documents must be specified in the project specifications with provisions for liquidated damages as per NJDOT 2007 Standard Specifications for Road and Bridge Construction section 108.20.
- Bids may be accepted up to 10 days following the last date of advertisement.

#### Award of Contract

- Recipients must award a construction contract within 4 months of the date of this notification. Failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, the recipient must submit:
  - Certified copies of the bid summary
  - Resolution of award
  - Affidavit of advertisements
  - Completed copies of Federal attachments
  - Written verification that the contractor and/or subcontractors are not on the debarred list
- The City of Jersey City must complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated January 20, 2004 {Formerly T5080.4}. These Guidelines are available at: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

#### Project Agreement

- Return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department.

- DO NOT enter the date on page 1. All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.
- Signed copies of the agreement should be returned within 45 days.

#### Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FWHA funding until such time as progress on timely billings is demonstrated.
- The project will be considered "Inactive" if the City of Jersey City fails to submit an invoice within the durations described in 23 CFR 630.106. It is the City of Jersey City responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

#### Final Inspection and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by the recipient not later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by the recipient to NJDOT within 6 months of receipt of acceptance by NJDOT.

Failure to meet the time requirements for project close-out may result in the restriction of authorization of future FWHA funding until such time as progress on close-out is demonstrated.

Recipients may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

It is the NJDOT's desire to make the process of funding and oversight as reasonable as possible and at the same time satisfy FHWA requirements. City of Jersey City cooperation will greatly facilitate this effort and assist in future funding.

If you have any questions, please contact me at 973-877-1554.

Sincerely,



Eileen Schack  
Supervising Engineer  
District # 2 Local Aid

Cc: Mr. Stanley S. C. Huang, P.E., City Engineer w/enclosure  
Enclosure  
File:

Agreement No.: 2013-DT-BLA-203

Contract ID: 14 70661

CFDA Name and No.: Highway Planning and Construction 20.205

DUNS Number (Sponsor): 831438275

Contact Name and Phone Number: Eileen Schack; (973) 877-1500

**SCANNED**  
10/10/13

**FEDERAL AID AGREEMENT**

Project: **McGinley Square**

Municipality: **City of Jersey City,**

County: **Hudson**

Federal Project No.: **HSP-C00S(527)**

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the **City of Jersey City**, having its offices at **575 Rt. 440, Jersey City NJ 07305** ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at **1035 Parkway Avenue, Trenton, NJ 08625** ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **September 18, 2013**. All such work shall be completed by **September 18, 2016**, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$366,775.00, with an approved budget as follows:

<u>Federal Project #</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>Sponsor In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
HSP-C00S(527)	City of Jersey City	\$366,775.00	\$0.00	\$366,775.00	09/18/2013	09/18/2016

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of \$366,775.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87  
 Cost Principles for Nonprofit Organizations - OMB Circular A-122  
 Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102  
 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a

disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.
  - (a) The Recipient shall include in the Final Invoice the following release clause:
  - (b) "In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"
  - (c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the

matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

- (a) 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 or sex. 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 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;
- (b) 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 or sex;
- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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.
- (d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) 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.
- (h) 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 of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

- (a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.
- (b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.
- (c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to

participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

(b) **Obligation.** The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

**District 2**  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 648-4547  
Bergen, Essex, Hudson,  
and Union

Excepting Legal Notices

Telephone:

Fax:

If to Recipient:

**Stanley S. C. Huang, P.E.**

*(Engineer)*

**City of Jersey City**

**575 Rt. 440**

**Jersey City, NJ 07305**

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2. This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.
22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:
- New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625
23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I – Project Scope of Work
30. APPENDIX J – Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: McGinley Square

Municipality: City of Jersey City,  
Federal Project No.: HSP-C00S(527)

County: Hudson

Agreement No.: 2013-DT-BLA-203

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT City of Jersey City

\_\_\_\_\_  
Date  
Name: Robert Byrne  
Title Clerk

By: \_\_\_\_\_  
Date  
Name Steven M. Fulop  
Title Mayor

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date  
Jacqueline Trausi  
Department Secretary,  
New Jersey Department of Transportation

By: \_\_\_\_\_  
Date  
Michael Russo, Director,  
Division of Local Aid & Economic  
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

John Jay Hoffman

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

\_\_\_\_\_

Deputy Attorney General

Date

## APPENDIX A

### NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
  - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
  - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Steven M. Fulop, Mayor, hereby certify on behalf of RECIPIENT, that:  
(Name and Title of Grantee Official)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

Steven M. Fulop, Mayor  
(Signature and Title of Authorized Official)

## APPENDIX C

### CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

## APPENDIX E

### NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I Steven M. Fulop hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

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

\_\_\_\_\_  
Steven M. Fulop, Mayor

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

## APPENDIX G

### AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, 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 RECIPIENT 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 STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

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

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

## APPENDIX H

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT 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 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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 notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

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

City Clerk File No. Res. 13.715

Agenda No. 10.1

Approved: OCT 23 2013



**TITLE:** RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2013-DT-BLA-203 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE MCGINLEY SQUARE INTERSECTION SAFETY IMPROVEMENTS, JC PROJECT NO: 12-008 AND FEDERAL PROJECT NO: HSP-C00S (527) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

**COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION THE**

**WHEREAS**, the City of Jersey City (City), Department of Public Works, Division of Architecture, Engineering, Traffic and Transportation submitted an application to the North Jersey Transportation Planning Authority (NJTPA) for federal funding under the FY2013 Local Safety Program for a project known as the MCGINLEY SQUARE INTERSECTION SAFETY IMPROVEMENTS, JC Project No: 12-008, Federal Project No: HSP-C00S (527) that was screened and found eligible for federal cost reimbursement in the amount of \$366,775.00; and

**WHEREAS**, the New Jersey Department of Transportation (NJDOT) received federal authorization on September 18, 2013 allowing the City to move towards public bid and implementing the McGinley Square Intersection Safety Improvements, JC Project No: 12-008, Federal Project No: HSP-C00S (527); and

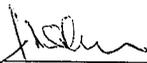
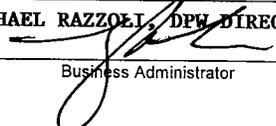
**WHEREAS**, under the terms and conditions of the federal aid agreement the City must execute **Cost Reimbursement Agreement No. 2013-DT-BLA-203** in which all such work shall be completed by September 18, 2016 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

**WHEREAS**, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor who is awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed \$366,775.00; and

**WHEREAS**, the City agrees to accept responsibility for maintenance of the project after construction is completed.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the **Cost Reimbursement Agreement No. 2013-DT-BLA-203**, which is attached hereto, for the McGinley Square Safety Improvements, JC Project No: 12-008, Federal Project No: HSP-C00S (527) and their signatures constitute acceptance of the terms and conditions of the federal grant agreement; and

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator are hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the McGinley Square Intersection Safety Improvements, JC Project No: 12-008 Federal Project No. HSP-C00S (527).

APPROVED:   
**MICHAEL RAZZOEL, DPW DIRECTOR**  
 APPROVED:   
 Business Administrator

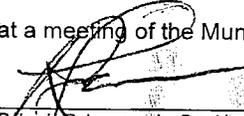
APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel  
 Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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 FACT SHEET**

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

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

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2013-DT-BLA-203 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE MCGINLEY SQUARE INTERSECTION IMPROVEMENTS, JC PROJECT NO: 12-008 AND FEDERAL PROJECT NO: HSP-C00S (527) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

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

Stanley Huang, Municipal Engineer

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

The purpose of this resolution is to enter into a cost reimbursement agreement that will allow the City to submit state payment vouchers for reimbursement of construction costs not to exceed **\$366,775.00** performed by the contractor awarded the **McGinley Square Intersection Safety Improvements**, JC Project No: 12-008 Federal Project No: HSP-C00S (527) provided through the U.S. Department of Transportation.

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

The McGinley Square area has been recommended for intersection safety improvements and was on the New Jersey Transportation Planning Authority (NJTPA) list for crash prone locations. This project having been found to be eligible for funding for the City must adhere to the terms and conditions of the federal funding requirements including the execution of this Cost Reimbursement Agreement.

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

On September 21, 2011 the McGinley Square Walkable Community Workshop, with various neighborhood stakeholders was held to promote Jersey City's Complete Street Policy, public health initiatives, economic development through walkable neighborhoods. As a result the City and organizers immediately found conditions along Fairmount Ave, Bergen Ave, Montgomery Street, Monticello Ave and Orchard Street in need of local safety improvements. The McGinley Square Intersection Safety Improvement project will improve pedestrian and vehicular traffic flow and safety, decrease air pollution, improve aesthetics in efforts to reach these goals.

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

**\$366,775.00** Project Funding eligibility under the Federal Cost Reimbursement Agreement no: 2013-DT-BLA-203:  
The City will be responsible for any Police Salary Hours on the project estimated at 10% of project cost.

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

Construction scheduled to begin in Spring 2014

**8. Anticipated Completion Date:**

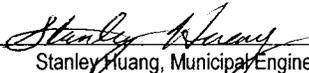
As per the agreement this project must be completed by September 2016

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

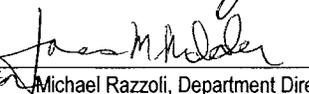
Stanley Huang, Municipal Engineer, Department of Public Works, 201-547-5965

**10. Additional Comments:**

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

  
Stanley Huang, Municipal Engineer

10/10/13  
Date

  
Michael Razzoli, Department Director

\_\_\_\_\_  
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**

---

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

**From:** Dawn Odom, Supervising Administrative Analyst  
Department of Public Works *Dawn*

**Subject:** Agenda Item for Council Meeting – October 23, 2013  
Resolution – McGinley Square Safety Improvements Federal Aid Agreement

**Date:** October 10, 2013

---

The NJ Department of Transportation (NJDOT) has informed the City of Jersey City the Federal Highway Administration (FHWA) has authorized funding in the amount of \$366,775.00 for the McGinley Square federal aid project.

As a condition of this grant, please find the prepared resolution authorizing the City to enter into a cost reimbursement agreement for municipal approval and execution.

Attached is a copy of the federal aid agreement that will be executed. Upon municipal approval of the supporting resolution, Mr. Byrne will return five (5) original signed/sealed copies of the agreement and resolution to DPW. I will follow through with forwarding the federal aid agreements to our state officials.

Thank you.

c: Robert Byrne, City Clerk  
Michael Razzoli, Director, Department of Public Works  
Brian F. Weller, Division Director, Architecture, Engineering, Traffic & Transportation  
Stanley Huang, Municipal Engineer  
Project Engineer & File 12-008

## ***McGinley Square Safety Improvements***

### ***Jersey City Project No. 12-008***

#### ***SCOPE OF WORK***

McGinley Square is located just south of the Journal Square Transportation Hub. There were 137 crashes recorded within the study area between 2009 and 2011. Bergen Avenue is a major North-South corridor and Montgomery Street is a major East-West corridor which intersect at McGinley Square. This is a vibrant commercial district with schools located immediately adjacent to the area. Eastbound vehicular traffic making left turns at the "T" intersection of Montgomery Street and Tuers Street causes traffic congestion, and pedestrians in the same area cross mid-block causing a safety concern.

Both vehicular traffic and pedestrian traffic volumes are high due to the commercial nature of the area. There is a lack of proper ADA compliant ramps at the intersections for the disabled to cross the streets. Some sidewalk areas are deteriorated and require reconstruction. Also, the roadway drainage needs improvements to alleviate water ponding at the curb ramp crossing. The traffic signals lack pedestrian countdown indicators, which enhance pedestrian crossing safety.

The following is the proposed improvement for the vehicular and pedestrian traffic safety:

- Upgrade traffic signals including pedestrian countdown signal heads.
- Construct center median-island to serve as pedestrian refuge and also prevent left turning movement which will alleviate traffic congestion.
- Reconstruct sidewalk and portions of the roadway at the intersections to provide ADA compliant ramps for the disable. This will ensure safe crossing at the intersections and also resolve water ponding in the immediate area.
- Upgrade traffic striping and marking with highly visible international crosswalks. Install U-post wraparound reflective sheeting for signs. Install image detection cameras in place of inductive pavement loops.

The following streets are included in the project:

- Bergen Avenue at Fairmount Avenue and at Storms Avenue
- Monticello Avenue at Tuers Avenue
- Orchard Street at Monticello Avenue and at Montgomery Street



State of New Jersey  
DEPARTMENT OF TRANSPORTATION

13 SEP 25 PM 1:56

CITY OF JERSEY CITY  
ENGINEERING  
Bureau of Local Aid - Newark  
153 Halsey Street, 5<sup>th</sup> floor  
Newark, New Jersey 07102  
(973) 877-1500  
FAX (973) 648-4547

CHRIS CHRISTIE  
*Governor*

JAMES S. SIMPSON  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

September 24, 2013

Honorable Steven M. Fulop  
Mayor, City of Jersey City  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Re.: McGinley Square  
City of Jersey City, Hudson County  
Federal Project No. HSP-C00S(527)  
NJDOT Job No. 6306380

Dear Mayor Fulop:

This is to inform you that on September 18, 2013, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$366,775.00, for the above captioned Federal Aid Highway Program project in the City of Jersey City, Hudson County.

Requirements for this project include, but are not limited to, the following:

Advertisement of Contract

- As per the NJDOT Procedures for Federal Aid Projects Local Aid Federal Aid handbook, the City of Jersey City is required to advertise for construction bids within 60 calendar days from the date of this letter. The project shall be advertised once a week for a minimum of three (3) consecutive weeks in at least two (2) legal newspapers.
- The City of Jersey City must send NJDOT a schedule of advertisement and anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. The City of Jersey City may use their own format for the bid proposal; however, the construction items and quantities must be the same as the final plans, specs and estimate (as submitted with the authorization request). Any modifications to the construction items and quantities will require FHWA's prior approval and authorization.

- The number of Training Positions will be 0 Trainee (None), where feasible consisting of at least 0 Apprentices and 0 Apprentice Graduates of the P.A.P. and/or Trainees (Total Trainees Hours = 0 Hours (None).
- The Disadvantage Business Enterprises (DBE) goal is 12% (Twelve). General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Web Determinations online web site at <http://www.wdol.gov/dba.aspx#0>. Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate. State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).
- Contract completion date as noted in the bid documents must be specified in the project specifications with provisions for liquidated damages as per NJDOT 2007 Standard Specifications for Road and Bridge Construction section 108.20.
- Bids may be accepted up to 10 days following the last date of advertisement.

#### Award of Contract

- Recipients must award a construction contract within 4 months of the date of this notification. Failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, the recipient must submit:
  - Certified copies of the bid summary
  - Resolution of award
  - Affidavit of advertisements
  - Completed copies of Federal attachments
  - Written verification that the contractor and/or subcontractors are not on the debarred list
- The City of Jersey City must complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated January 20, 2004 {Formerly T5080.4}. These Guidelines are available at: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

#### Project Agreement

- Return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department.

- DO NOT enter the date on page 1. All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.
- Signed copies of the agreement should be returned within 45 days.

#### Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FHWA funding until such time as progress on timely billings is demonstrated.
- The project will be considered "Inactive" if the City of Jersey City fails to submit an invoice within the durations described in 23 CFR 630.106. It is the City of Jersey City responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

#### Final Inspection and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by the recipient not later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by the recipient to NJDOT within 6 months of receipt of acceptance by NJDOT.

Failure to meet the time requirements for project close-out may result in the restriction of authorization of future FHWA funding until such time as progress on close-out is demonstrated.

Recipients may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

It is the NJDOT's desire to make the process of funding and oversight as reasonable as possible and at the same time satisfy FHWA requirements. City of Jersey City cooperation will greatly facilitate this effort and assist in future funding.

If you have any questions, please contact me at 973-877-1554.

Sincerely,



Eileen Schack  
Supervising Engineer  
District # 2 Local Aid

Cc: Mr. Stanley S. C. Huang, P.E., City Engineer w/enclosure  
Enclosure  
File:

Agreement No.: 2013-DT-BLA-203

Contract ID: 14 70661

CFDA Name and No.: Highway Planning and Construction 20.205

DUNS Number (Sponsor): 831438275

Contact Name and Phone Number: Eileen Schack; (973) 877-1500

**SCANNED**  
10/10/13

**FEDERAL AID AGREEMENT**

Project: **McGinley Square**

Municipality: **City of Jersey City,**

County: **Hudson**

Federal Project No.: **HSP-C00S(527)**

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the **City of Jersey City**, having its offices at **575 Rt. 440, Jersey City NJ 07305** ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **September 18, 2013**. All such work shall be completed by **September 18, 2016**, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

## 5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

## 6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed **\$366,775.00**, with an approved budget as follows:

<u>Federal Project #</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>Sponsor In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
HSP-C00S(527)	City of Jersey City	\$366,775.00	\$0.00	\$366,775.00	09/18/2013	09/18/2016

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of **\$366,775.00** stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

- Cost principles for State & Local Governments – OMB Circular A-87
- Cost Principles for Nonprofit Organizations - OMB Circular A-122
- Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

- Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
- Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a

disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
  - In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.
- (a) The Recipient shall include in the Final Invoice the following release clause:
  - (b) "In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"
  - (c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

## 8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

## 9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the

matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

- (a) 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 or sex. 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 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;
- (b) 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 or sex;
- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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.
- (d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) 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.
- (h) 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 of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this Agreement in whole or in part;

(b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and

(c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

(a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

(b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.

(c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

(a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to

participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

(b) **Obligation.** The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

**District 2**  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 648-4547  
Bergen, Essex, Hudson,  
and Union

Excepting Legal Notices  
Telephone:

Fax:

If to Recipient:

**Stanley S. C. Huang, P.E.**  
*(Engineer)*  
**City of Jersey City**  
**575 Rt. 440**  
**Jersey City, NJ 07305**

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.
22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625
23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I – Project Scope of Work
30. APPENDIX J – Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: **McGinley Square**

Municipality: **City of Jersey City,**  
Federal Project No.: **HSP-C00S(527)**

County: **Hudson**

Agreement No.: **2013-DT-BLA-203**

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT **City of Jersey City**

\_\_\_\_\_  
Date

Name: **Robert Byrne**  
Title **Clerk**

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

Name **Steven M. Fulop**  
Title **Mayor**

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

Jacqueline Trausi  
Department Secretary,  
New Jersey Department of Transportation

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

Michael Russo, Director,  
Division of Local Aid & Economic  
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

**John Jay Hoffman**

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

Deputy Attorney General

\_\_\_\_\_ Date

## APPENDIX A

### NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
  - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
  - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Steven M. Fulop, Mayor, hereby certify on behalf of RECIPIENT, that:  
(Name and Title of Grantee Official)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

Steven M. Fulop, Mayor  
(Signature and Title of Authorized Official)

## APPENDIX C

### CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX D**

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

## APPENDIX E

### NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

**APPENDIX F**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I Steven M. Fulop hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

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

\_\_\_\_\_  
Steven M. Fulop, Mayor

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

## APPENDIX G

### AMERICANS WITH DISABILITIES ACT

#### Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, 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 RECIPIENT 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 STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

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

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

## APPENDIX H

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT 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 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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 notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

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

City Clerk File No. Res. 13.716

Agenda No. 10.M

Approved: OCT 23 2013

TITLE:



**RESOLUTION AMENDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

COUNCIL  
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

**WHEREAS**, the Municipal Council of the City of Jersey City at its January 26, 2011 meeting did authorize the award of an extraordinary unspecifiable services contract in the amount of \$796,499.00 for construction management services for the new Municipal Services Center between the City of Jersey City (CITY) and Epic Management, Inc. (EPIC); Res. 11-044; and

**WHEREAS**, the General Contractor has incurred delays to the building completion due to contaminated soil uncovered at the site that had to be removed and brought off site; and

**WHEREAS**, due to delays the General Contractor's timeline regarding construction of the project needs to be adjusted; and

**WHEREAS**, project delays will require the presence of the construction management consultant at the jobsite for a period of time past the anticipated completion date and as a result the contract term needs to be extended by an additional seven (7) months and the contract amount increased by an additional \$235,981.00; and

**WHEREAS**, the additional amount to be encumbered for this contract amendment shall not exceed **TWO HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS (\$235,981.00)** bringing the overall contract amount to **ONE MILLION THIRTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$1,032,480.00)**; and

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

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	102204	\$235,981.00

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

1. a. The agreement with Epic Management, Inc. is amended to increase the contract amount by an additional \$235,981.00; and
- b. The contract with Epic Management, Inc. is amended to extend the contract term by an additional seven (7) months effective as of November 11, 2013; and
- c. All other terms and conditions of the agreement shall remain in effect; and

City Clerk File No. Res. 13.716

Agenda No. 10.M OCT 23 2013

TITLE: **RESOLUTION AMENDING AN UNSPECIFIABLE SERVICE CONTRACT TO EPIC MANAGEMENT, INC, IN CONNECTION WITH CONSTRUCTION ADVISORY AND OBSERVATION FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

- 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 these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

PO # 102204

RR/ab  
October 10, 2013

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 10.23.13											
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 AMENDING AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 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, Division of Architecture; 547-5900

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

It has become necessary to amend the aforementioned contract due to delays in the General Contractor's timeline. During excavation at the site additional unforeseen contaminated soil was found which had to be removed and brought off-site to an acceptable location. Additional delay due to MUA requested design modification of the sewer main that traverses the site.

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

Consulting firm to provide additional observation, reporting, and advisory services to the Owner, in order to determine that the developer design team is performing in a manner consistent with good design and management practices.

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

The funds for this increase are available in account number 04-215-55-838-990 in the amount of the **TWO HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS (\$235,981.00)** bringing the overall base contract amount to **ONE MILLION THIRTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$1,032,480.00)**; and

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

Contract currently in full force and effect. Additional work will commence upon Council approval.

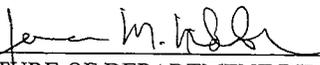
**7. ANTICIPATED COMPLETION OF PURCHASE DATE:**

Seven (7) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

10-15-13  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

10/16/13  
\_\_\_\_\_  
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 15, 2013

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

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

SUBJECT : Municipal Services Center - Phase II - Building Construction and Site Work  
Project No. 2009-029B  
Re: Amending Resolution - Epic Management

---

Due to contaminated soil uncovered during excavation at the site and subsequent delays, it is necessary to increase the contract amount and term with Epic Management for additional services. These services include observation, reporting, and advisory services to the Owner, in order to determine that the contractor is performing in a manner consistent with construction contract documents, directives from the Architect and JCA as well as good design and management practices.

The attached amending resolution for your consideration reflects an extension of services for Epic Management, Inc. for the New Municipal Services Center.

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

*5/2*  
*10/15/13*

## REQUEST FOR CHANGE ORDER OR CANCELLATION

**C.O.  
NO.**

FROM: <i>B. Weller</i> Brian F. Weller, L.L.A., Director	PURCHASE ORDER NO. 102204		
APPROVED: <i>[Signature]</i>	REQUISITION NO.	R0153261	
	ORIGINAL AMOUNT	\$796,499.00	
DEPT./DIV. Public Works/Architecture	BUD. YEAR:	13	FUND: 04 G/L NO: 215
DATE: October 15, 2013	CAFR: 55	SUB LDGR: 886	OBJ: 990
VENDOR NAME Epic Management, Inc.	VENDOR NO. EP191640		

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

- AMOUNT IS WRONG \$ 796,499.00  INCREASE BY \$ 235,981.00
- IT SHOULD BE \$ 1,032,480.00  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: \_\_\_\_\_ LGFS BATCH NO. \_\_\_\_\_  
IT SHOULD BE \_\_\_\_\_
- VENDOR NAME IS WRONG: \_\_\_\_\_  
IT SHOULD BE \_\_\_\_\_
- VENDOR ADDRESS IS WRONG: \_\_\_\_\_  
IT SHOULD BE \_\_\_\_\_
- SHIPPING CHARGE IS WRONG: \$ \_\_\_\_\_ IT SHOULD BE \$ \_\_\_\_\_

**DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:**

Municipal Services Center- Phase II - Building Construction and Site Work, Project No. 2009-029B-Additional Services for Epic Management (see Amending Resolution attached.

BUYER: \_\_\_\_\_  
REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PETER FOLGADO  
PURCHASING DIRECTOR**

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



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

PURCHASE ORDER NUMBER  
**102204**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
BILLS OF MATERIALS, PACKAGES,  
SHIPPING PAPERS AND  
PACKAGES

**PURCHASE ORDER & VOUCHER**

REQUISITION # 0153261  
BUYER **EUS**

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

DATE	VENDOR NO.
01/24/2011	EP191640

**VENDOR INFORMATION**  
EPIC MANAGEMENT INC  
136 ELEVENTH STREET  
  
PISCATAWAY NJ 08854

**DELIVER TO**  
ARCHITECTURE  
575 ROUTE 440  
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	1	MUNICIPAL SERVICES  NEW MUNICIPAL SERVICES CENTER  PROJECT NO. 2009-029  RESOLUTION AWARDED AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT CONSTRUCTION MANAGEMENT SERVICES, INC. IN CONNECTION WITH PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE	04-215-55-886-990	796,499.0000	796,499.00

RECEIVED  
MAR - 2 - 2011  
EPIC

TAX EXEMPTION NO. 22-6002013

PO Total -796,499.00

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X *[Signature]*  
VENDOR SIGN HERE

*[Signature]*  
OFFICIAL POSITION  
  
*[Signature]* 03/03/11  
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 of other reasonable procedures.

*[Signature]* 4-20-11  
TITLE OR POSITION DATE

*[Signature]* 11/26/11  
APPROVED BY THE PURCHASING AGENT DATE

*[Signature]*  
APPROVED BY ACCOUNTS & CONTROL DATE

Original Copy

**COPY**

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

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

City Clerk File No. Res. 11-044

Agenda No. 10.R

Approved: JAN 26 2011

TITLE:



**RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT CONSTRUCTION SERVICES, INC. IN CONNECTION WITH PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**COUNCIL  
RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, the City of Jersey City (City) intends to construct a New Municipal Services Center, Project No. 2009-029 (Project); and

**WHEREAS**, the City requires the services of a construction management firm to monitor, observe, report, and advise the City during programming, planning, pre-construction, and construction of the Project, and

**WHEREAS**, the City of Jersey City solicited and received proposals from the following:

Epic Management	\$ 796,499.00
Gilbane Building Company	\$1,669,000.00
Jacobs Engineering Group	\$1,778,525.00

**WHEREAS**, Epic Management, Inc. (Epic) has submitted a proposal to provide its services to the City for a total contract amount not to exceed the sum of **SEVEN HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS (\$796,499.00)**; and

**WHEREAS**, funds in the amount of \$796,499.00 are available in Account No. 04-215-55-886-990, Purchase Order No. 102204 ; and

**WHEREAS**, the Acting Director of the Division of Architecture has certified in the attached Certification dated January 19, 2011 that these services qualify as Extraordinary and Unspecifiable Services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

**WHEREAS**, the Acting Director of the Division of Architecture has determined and certified in writing that the value of the contract will exceed \$17,500.00; 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. (Pay to Play Law), and

**WHEREAS**, Epic has completed and submitted a Business Entity Disclosure Certification which certifies that Epic 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 Epic from making any reportable contributions during the term of the contract; and

**WHEREAS**, Epic has submitted a Chapter 271 Political Contribution Disclosure Certification; and

**WHEREAS**, Epic has submitted its Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128, adopted September 3, 2008.

RECEIVED

2011 JAN 27 PM 3:14

DIVISION OF ARCHITECTURE

**COPY**

**JAN 26 2011**

TITLE:

**RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT CONSTRUCTION SERVICES, INC. IN CONNECTION WITH PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 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. The Mayor or Business Administrator is authorized to execute an agreement with Epic Management, Inc. for a lump sum fee not to exceed **SEVEN HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS (\$796,499.00)**;
2. Pursuant to N.J.S.A. 40A:11-15(9), the term of the contract shall be for **Thirty-Seven (37) months** commencing on the date the contract is executed by City officials
3. This contract is awarded without competitive bidding as an Extraordinary Unspecifiable Services (EUS) contract in accordance with N.J.S.A. 40A:11-5 (1)(a)(ii) of the Local Public Contract because of the reasons stated in the attached Certification from the Acting Director of the Division of Architecture dated January 19, 2011;
4. Notice of this contract award shall be published in a newspaper of general circulation within the municipality within ten (10) days of the award;
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and
7. The award of this contract shall be subject to the condition that Epic provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

*Donna Mauer* Donna Mauer), as Chief Financial Officer hereby certify that funds are available for this expenditure in Account Number 04-215-55-886-990. *P.O. # 102204*

ab  
 January 19, 2011

APPROVED: *Rodney Roddy 1/19/11* APPROVED AS TO LEGAL FORM  
 APPROVED: *J. Hall* Corporation Counsel  
 Business Administrator

Certification Required   
 Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/26/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance 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 AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT CONSTRUCTION SERVICES, INC. IN CONNECTION WITH PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 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., Acting Director

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

To perform construction management services of building construction and site infrastructure systems for the new Municipal Services Center.

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

The services of a Construction Administration Firm is needed to oversee the development of construction documents, monitor all construction activities and coordinate all construction close out procedures.

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

Account No. 04-215-55-886-990 for a total cost not to exceed SEVEN HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-NINE and 00/100 DOLLARS (\$796,499.00).

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

Immediately upon execution of contract.

**7. ANTICIPATED COMPLETION OF PURCHASE DATE:**

Thirty-Seven (37) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
\_\_\_\_\_  
Brian F. Weller, L.L.A.  
Acting Director

1.19.11  
DATE



October 1, 2013

Mr. Brian Weller, LLA, Director  
City of Jersey City  
Division of Architecture  
575 Route 440, 2<sup>nd</sup> Floor  
Jersey City, NJ 07305

RE: Jersey City Municipal Services Complex  
Jersey City, N.J.  
Contract Extension  
Our File JCMSC #3

Dear Brian:

We hereby request that our contract for construction management services be extended. The contract calls for all services to be completed within 37 months. Our proposal of August 20, 2009, allotted 16 months for pre-construction and 21 months for construction. To better accommodate Jersey City, we adjusted our allotment to 10 months for pre-construction and 27 months for construction phase services. This was done to better align with the two-phase construction period, 7 months for Phase I and 20 months for Phase II. As it turned out, the pre-construction phase went for 13 months and Phase I went for 9 months.

In July of 2011, we requested that our pre-construction phase services be extended from July through September of 2011 due to the extensive work we were doing at the time while the architect was preparing Phase II for bid. This request was not granted at that time. Remember that we performed 5 months of pre-construction services ending in June 2010, for which we were not paid for until May 16, 2011. We then completed 5 more months of pre-construction service from February through June of 2011.

Through September of this year, we have been providing construction phase services for 32 months. Because there was a delay between the completion of Phase I and the beginning of Phase II, we had 7 months (November 2011 - May 2012) where we were only working part time. Taking that into account, we have provided 26.3 full months of construction phase services. Subtracting 26 months from our revised allotment of 27 months means that we have 1 month of full-time construction phase services remaining. This will carry us through October 2013. Since Terminal Construction was given an extension until May 23, 2014, we anticipate that we will have to provide additional construction phase services for 7 additional months (November 2013 - May 2014).

Epic Management, Inc.

48 Wulaton Road • Kintnersville, PA 18930  
732-239-2866 • ddelmar@epicbuilds.com

For the reasons discussed above, we are requesting an additional 3 months of pre-construction services for the amount of \$25,624 and 7 months of construction services for the amount of \$210,357, for a total contract increase of \$235,981. I have attached a spreadsheet detailing these charges.

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

Sincerely,  
Epic Management, Inc.



Dan DeMar, LEED AP  
Project Executive

cc: Michael Razzoli, Director, JC DPW  
Gregory Corrado, JC Assistant Business Administrator





## Jersey City Municipal Services Complex

Extended Pre-Construction and Construction Phase Services Fees

June 13, 2013

### Additional Pre-Construction Phase Services for 3 months (Jul - Sep 2011)

<b>A</b>	<b>B</b>	<b>C</b>
ITEM NO.	DESCRIPTION	SCHEDULED VALUE
<b>PRE-CONSTRUCTION PHASE SERVICES</b>		
1	Project Executive	\$ 11,542
2	LEED/Pre-Con Coordinator	\$ 7,322
3	Estimating	\$ 3,960
4	Clerical/Accounting/MIS	\$ 2,800
		<b>\$ 25,624</b>

### Additional Construction Phase Service for 7 Months (Nov 2013 - May 2014)

<b>A</b>	<b>B</b>	<b>C</b>
ITEM NO.	DESCRIPTION	SCHEDULED VALUE
<b>CONSTRUCTION PHASE SERVICES</b>		
1	Project Executive	\$69,482
2	LEED Coordinator	\$5,600
3	Sr. Project Manager	\$78,246
4	Estimating/Project Engineer	\$47,565
5	Clerical/Accounting/MIS	\$9,464
		<b>\$210,357</b>

\$30,051 per month

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

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

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

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

(REVISED 4/13)

**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.

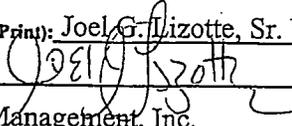
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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): Joel G. Lizotte, Sr. Vice President

Representative's Signature: 

Name of Company: Epic Management, Inc.

Tel. No.: 732-752-6100

Date: October 2, 2013

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

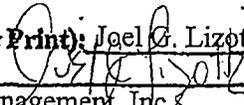
The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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: Jaël G. Lizotte, Sr. Vice President

Representative's Signature: 

Name of Company: Epic Management, Inc.

Tel. No.: 732-752-6100

Date: October 2, 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 : Epic Management, Inc.

Address : 136 Eleventh Street, Piscataway, NJ 08854

Telephone No. : 732-752-6100

Contact Name : Joel G. Lizotte

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

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

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

Business Name: Epic Management, Inc.

Address: 136 Eleventh Street, Piscataway, NJ 08854

Telephone No. : 732-752-6100

Contact Name: Joel G. Lizotte

Please check applicable category:

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

**Definitions  
Minority Business Enterprise**

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

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

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**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 Epic Management, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding August 24, 2010 (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 Epic Management, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Epic Management, Inc.

Signed: Joel G. Lizotte Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: October 2, 2013

Subscribed and sworn before me  
this 2nd day of October, 2013.

My Commission expires:

Nicole Mason

NICOLE MASON

Notary Public of New Jersey

My Commission Expires February 4, 2015

Robert Epifano, Jr., CEO

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

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

**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 candidates 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 Bogglano
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
Robert Epifano, Jr.	824 Summit Ridge Drive, Bridgewater, NJ 08859
John Epifano	5 Gabriella Lane, Warren, NJ 07059

**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: Epic Management, Inc.

Signed: Joel G. Lizotte Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: October 2, 2013

Subscribed and sworn before me this 02 day of October, 2013  
 NICOLE MASON  
 Notary Public of New Jersey  
 My Commission expires February 4, 2015

  
 \_\_\_\_\_  
 (Affiant)  
 Robert Epifano Jr., CEO  
 (Print name & title of affiant) (Corporate Seal)

NICOLE MASON  
 Notary Public of New Jersey  
 My Commission Expires February 4, 2015

**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
Robert Epifano, Jr.	824 Summit Ridge Drive, Bridgewater, NJ 08859	50
John Epifano	5 Gabriella Lane, Warren, NJ 07059	50

SIGNATURE: Joel G. Lizotte  
Joel G. Lizotte

TITLE: Sr. Vice President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 2nd October OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NICOLE MASON  
MY COMMISSION EXPIRES: 20My Commission Expires February 4, 2015  
Notary Public of New Jersey

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



**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-OCT-2011** to **15-OCT-2014**

EPIC MANAGEMENT  
136 ELEVENTH ST.  
PISCATAWAY

NJ 08854



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 13.717

Agenda No. 10.N

Approved: OCT 23 2013

TITLE:



**RESOLUTION AUTHORIZING A THIRD AMENDMENT TO AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Municipal Council of the City of Jersey City at its September 10, 2008 meeting did authorize the award of an extraordinary unspecifiable services contract in the amount of \$324,254.00 for construction management services for the New West District Police Precinct between the City of Jersey City (CITY) and Epic Management, Inc. (EPIC); Res. 08-719; and

**WHEREAS**, this contract amount was subsequently increased by 2 additional change orders for additional services requested by the City which were not part of the original contract; and

**WHEREAS**, the additional change orders increased the total contract amount to \$482,184.00; and

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

**WHEREAS**, as a result of these changes the Project will take longer to complete and Epic will be needed for construction management services for a longer period of time than was originally expected; and

**WHEREAS**, Epic agrees to provide additional construction management services for a sum not to exceed **ONE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS** (\$118,125.00); and

**WHEREAS**, this change order increases the total contract amount to **SIX HUNDRED THOUSAND THREE HUNDRED NINE DOLLARS** (\$600,309.00); and

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

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	109490	\$118,125.00

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

1. a. The agreement with Epic Management, Inc. is amended to increase the contract amount by an additional \$118,125; and
- b. The contract with Epic Management, Inc. is amended to extend the contract term by an additional five (5) months effective as of October 24, 2013; and
- c. All other terms and conditions of the agreement shall remain in effect; and

City Clerk File No. Res. 13.717

Agenda No. 10.N OCT 23 2013

TITLE: **RESOLUTION AUTHORIZING A THIRD AMENDMENT TO AN UNSPECIFIABLE SERVICE CONTRACT TO EPIC MANAGEMENT, INC, IN CONNECTION WITH CONSTRUCTION ADVISORY AND OBSERVATION FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

- 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 these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

PO # 109490

RR/ab  
October 10, 2013

APPROVED: [Signature] 10/16/13

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 10.23.13											
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





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 15, 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 - Epic Management

---

Due to requested changes by representatives from the Police Department and subsequent delays, it is necessary to increase the contract amount and term with Epic Management for additional services. These services include observation, reporting, and advisory services to the Owner, in order to determine that the contractor is performing in a manner consistent with construction contract documents, directives from the Architect and JCA as well as good design and management practices.

The attached amending resolution for your consideration reflects an extension of services for Epic Management, Inc. 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

*SP*  
*10/15/13*

## REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM: <i>B. Weller</i> Brian F. Weller, L.L.A., Director	PURCHASE ORDER NO. 109490
APPROVED: <i>[Signature]</i>	REQUISITION NO. R0161588
	ORIGINAL AMOUNT \$324,254.00
DEPT./DIV. Public Works/Architecture	BUD. YEAR: 13 FUND: 04 G/L NO: 215
DATE: October 15, 2013	CAFR: 55 SUB LDGR: 838 OBJ: 990
VENDOR NAME Epic Management, Inc.	VENDOR NO. EP191640

PLEASE  CHANGE  CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 482,184.00  INCREASE BY \$ 118,125.00
- IT SHOULD BE \$ 600,309.00  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: \_\_\_\_\_ LGFS BATCH NO.  
IT SHOULD BE \_\_\_\_\_
- VENDOR NAME IS WRONG: \_\_\_\_\_  
IT SHOULD BE \_\_\_\_\_
- VENDOR ADDRESS IS WRONG: \_\_\_\_\_  
IT SHOULD BE \_\_\_\_\_
- SHIPPING CHARGE IS WRONG: \$ \_\_\_\_\_ IT SHOULD BE \$ \_\_\_\_\_

**DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:**  
West District - New Police Precinct - Project No. 2007-002 - Additional Services for Epic Management (see Resolution Authorizing a Second Amendment Resolution attached.

BUYER: \_\_\_\_\_  
REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PETER FOLGADO**  
**PURCHASING DIRECTOR**

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



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

## PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER  
**109490**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

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

REQUISITION # **0161588**  
BUYER **EUS**

DATE: **03/25/2013**  
VENDOR NO: **EP191640**

### VENDOR INFORMATION

**EPIC MANAGEMENT INC**  
136 ELEVENTH STREET  
PISCATAWAY NJ 08854

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	1	WEST DISTRICT POLICE NEW WEST DISTRICT POLICE PRECINCT PROJECT NO. 2007-002 PROFESSIONAL SERVICE CONTRACT AS AN EUS TO EPIC MANAGEMENT, INC., IN CONNECTION CONSTRUCTION ADVISORY & OBSERVATION SERVICES FOR THE NEW WEST DISTRICT POLICE PRECINCT PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE RES 08-719, D/D 9/10/08	04-215-55-838-990	324,254.0000	324,254.00

RECEIVED  
2013 MAR 26 AM 10:58  
DIVISION OF ARCHITECTURE

TAX EXEMPTION NO. **22-6002013**

**PO Total 324,254.00**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

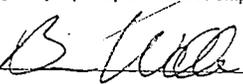
**X**   
VENDOR SIGN HERE

OFFICIAL POSITION \_\_\_\_\_ DATE **3-28-13**

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

**Chief Landscape Architect**  DATE **3-28-13**

APPROVED BY THE PURCHASING AGENT \_\_\_\_\_ DATE **3/25/13**

APPROVED BY ACCOUNTS CONTROLLER \_\_\_\_\_ DATE \_\_\_\_\_

**COPY**

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



October 2, 2013

Mr. Brian Weller, LLA, Director  
City of Jersey City  
Division of Architecture  
575 Route 440, 2<sup>nd</sup> Floor  
Jersey City, NJ 07305

RE: Jersey City West District Police Precinct  
Jersey City, N.J.  
Contract Extension  
Our File JCWP #3

Dear Brian:

We hereby request that our contract for construction management services be extended. Epic's contract was amended by Resolution No. 13-379, extending our services until November 15, 2013. APS' latest schedule shows them completing on January 21, 2014, which we feel is optimistic by about one month. So, the extension needed to coincide with APS' expected completion date would be 3 months. However, the changes proposed by Jersey City to the layout of the basement and second floor will probably add another 2 months to the construction schedule.

We therefore request that our contract be extended for 5 months, to April 15, 2014, at a monthly cost of \$23,625 for a total of \$118,125.

Sincerely,  
Epic Management, Inc.

A handwritten signature in black ink, appearing to read "D DeMar", written in a cursive style.

Dan DeMar, LEED AP  
Project Executive

cc: Michael Razzoli, Director, JC DPW  
Gregory Corrado, JC Assistant Business Administrator

Epic Management, Inc.

48 Wulaton Road • Kintnersville, PA 18930  
732-239-2866 • ddelmar@epicbuilds.com

# **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@jonj.org

(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.

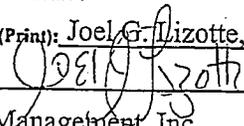
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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): Joel G. Lizotte, Sr. Vice President

Representative's Signature: 

Name of Company: Epic Management, Inc.

Tel. No.: 732-752-6100

Date: October 2, 2013

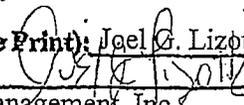
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

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: Jael G. Lizotte, Sr. Vice President  
Representative's Signature:   
Name of Company: Epic Management, Inc.  
Tel. No.: 732-752-6100 Date: October 2, 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 : Epic Management, Inc.

Address : 136 Eleventh Street, Piscataway, NJ 08854

Telephone No. : 732-752-6100

Contact Name : Joel G. Lizotte

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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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: Epic Management, Inc.

Address: 136 Eleventh Street, Piscataway, NJ 08854

Telephone No. : 732-752-6100

Contact Name: Joel G. Lizotte

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

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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:

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**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 Epic Management, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding August 24, 2010 (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: Epic Management, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Epic Management, Inc.

Signed: Joel G. Lizotte Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: October 2, 2013

Subscribed and sworn before me  
this 2<sup>nd</sup> day of October, 2013.

My Commission expires:

Nicole Mason

NICOLE MASON

Notary Public of New Jersey

My Commission Expires: February 4, 2015

Robert Epifano, Jr., CEO  
(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.

**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
Robert Epifano, Jr.	824 Summit Ridge Drive, Bridgewater, NJ 08859
John Epifano	5 Gabriella Lane, Warren, NJ 07059

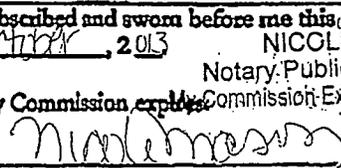
**Part 3 - Signature and Attestation:**

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: Epic Management, Inc.

Signed: Joel G. Lizotte Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: October 2, 2013

Subscribed and sworn before me this <u>12th</u> day of <u>October</u> , 2013	 NICOLE MASON Notary Public of New Jersey My Commission expires <u>February 4, 2015</u>	 _____ (Affiant) Robert Epifano Jr., CEO (Print name & title of affiant) (Corporate Seal)
--	---	---

NICOLE MASON  
 Notary Public of New Jersey  
 My Commission Expires February 4, 2015

**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
Robert Epifano, Jr.	824 Summit Ridge Drive, Bridgewater, NJ 08859	50
John Epifano	5 Gabriella Lane, Warren, NJ 07059	50

SIGNATURE: Joel G. Lizotte  
Joel G. Lizotte

TITLE: Sr. Vice President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 2nd, October OF 2013

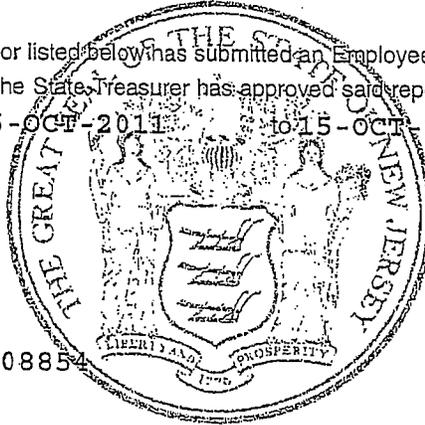
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NICOLE MASON  
MY COMMISSION EXPIRES: 20My Commission Expires February 4, 2015

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

# 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-OCT-2011** to **15-OCT-2014**



EPIC MANAGEMENT  
136 ELEVENTH ST.  
PISCATAWAY

NJ 08854



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

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:  
EPIC MANAGEMENT, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#  
223-317-521/000

CONTRACTOR CERTIFICATION#  
0106293

ADDRESS  
136 ELEVENTH AVE  
PISCATAWAY NJ 08854

ISSUANCE DATE:  
11/02/01

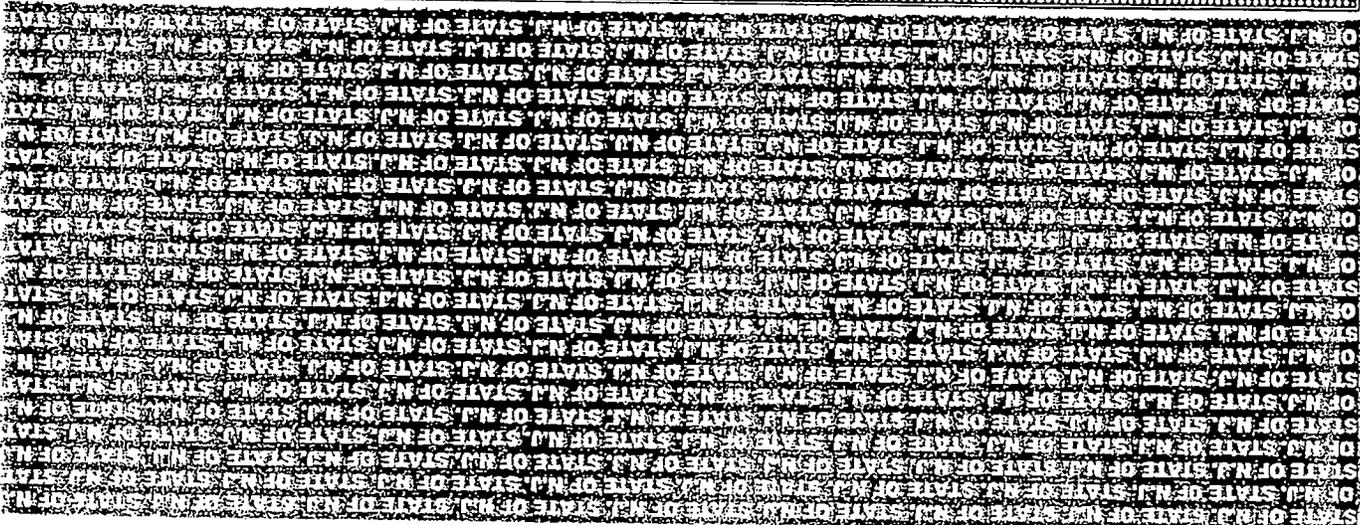
EFFECTIVE DATE:  
06/30/94

*Patricia A. Chacchis*

FORM-BRC(08-01)

Director, Division of Revenue

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



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

City Clerk File No. Res. 13.718

Agenda No. 10.0

Approved: OCT 23 2013

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 12-785, approved on October 24, 2012, awarded a contract in the amount of \$138,932.00 to Amber Air for HVAC and Boiler Maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **October 25, 2013 and ending on October 24, 2014**; and

**WHEREAS**, the total cost of the contract renewal is **\$141,015.98**; and

**WHEREAS**, funds in the amount of \$20,000.00 are available in **Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-310**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Amber Air for HVAC and Boiler Maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of October 25, 2013, and the total cost of the contract shall not exceed **\$141,015.98**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)(2), additional contract funds will be encumbered in the 2014 temporary and permanent calendar year budgets; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 13.718

Agenda No. 10.0 OCT 23 2013

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

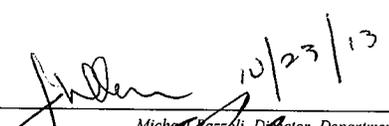
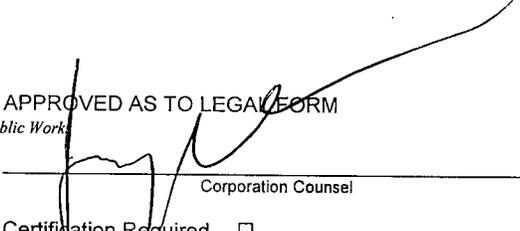
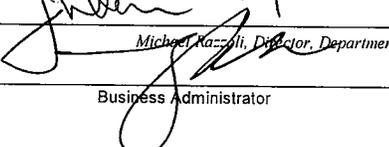
I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-310** for payment of the above resolution.

Requisition # 0163780

Purchase Order # 111494

Temp. Encumbrancy \$20,000.00

MR/sb  
October 23, 2013

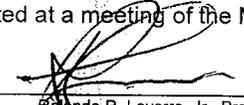
APPROVED:  10/23/13  
 APPROVED AS TO LEGAL FORM  
  
 APPROVED:  Business Administrator  
 CORPORATION COUNSEL  
 Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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

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

1. Full title of ordinance/resolution/cooperative agreement:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

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

Michael Razzoli, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

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

For HVAC and Boiler Maintenance of City owned buildings.

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

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

5. Anticipated benefits to the community:

For HVAC and Boiler Maintenance of City owned buildings.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this contract renewal is one hundred and forty one thousand and fifteen dollars and ninety eight cents (\$141,015.98).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

October 24, 2014.

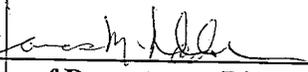
9. Person responsible for coordinating proposed program, project, etc.:

John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

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

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

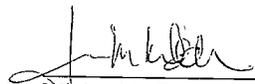
10 | 11 | 13  
\_\_\_\_\_  
Date:

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. 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. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract renewal is \$141,015.98 with a temporary encumbrancy of \$20,000.00.
4. The funds are available in Buildings and Street 2013 Operating Account No. 01-201-26-291-310.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 10/11/13

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

Requisition #  
0163780

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

Assigned PO #

Requisition

Vendor  
AMBER-AIR INC.  
702 RAHWAY AVENUE  
UNION NJ 07083

Dept. Bill To  
BUILDING & STREET MAINTENANCE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

Dept. Ship To  
BUILDING & STREET MAINTENANCE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

AM018900

Contact Info  
John McGrath, Dir  
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	CONTRACT RENEWAL FOR HVAC AND BOILER MAINTENANCE CITYWIDE	01-201-26-291-310	20,000.00	20,000.00

\*\*\* EXERCISING 1ST OPTION TO RENEW FOR AN  
ADDITIONAL ONE YEAR PERIOD

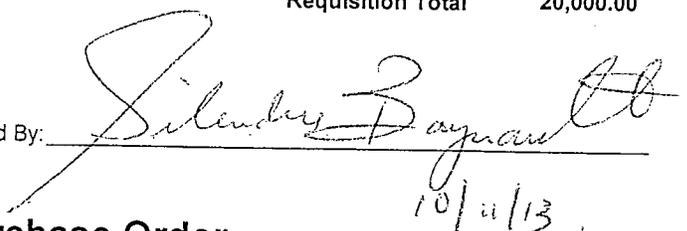
CONTRACT AMOUNT = \$141,015.98  
TEMP. ENCUMBRANCY = \$20,000.00

INITIAL RESO # 12-785 , APPROVED 10/24/13

PPV'S

Requisition Total 20,000.00

Req. Date: 10/11/2013  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By:   
10/11/13

This Is Not A Purchase Order

## Silendra Baijnauth

---

**From:** Silendra Baijnauth  
**Sent:** Thursday, October 10, 2013 3:01 PM  
**To:** 'amberairinc@gmail.com'  
**Cc:** John McGrath  
**Subject:** Contract Renewal  
**Attachments:** revised EEO forms for goods and services.pdf

Hey Paul,

The current contract that Amber Air has with the City of Jersey City is due to expire on October 24<sup>th</sup>. The City desires to extend the contract for an additional year. The renewal price will be adjusted according to the Federal Consumer Price Index . Kindly respond as soon as you can.

I have also attached the EEO/AA Forms, please complete and email me a copy .

Thanks

*Silendra Baijnauth  
Fiscal Officer  
City of Jersey City / Department of Public Works  
575 Route 440  
Jersey City, NJ 07305*

*[Baijnauths@jcnj.org](mailto:Baijnauths@jcnj.org)*

*201-547-4405 ( Work )  
201-547-5264 ( Fax )*



Heating • Ventilating • Air Conditioning • Service & Maintenance

702 Rahway Avenue, Union, NJ 07083 • Tel: (908) 686-2646 Fax: (908) 686-0776

October 10, 2013

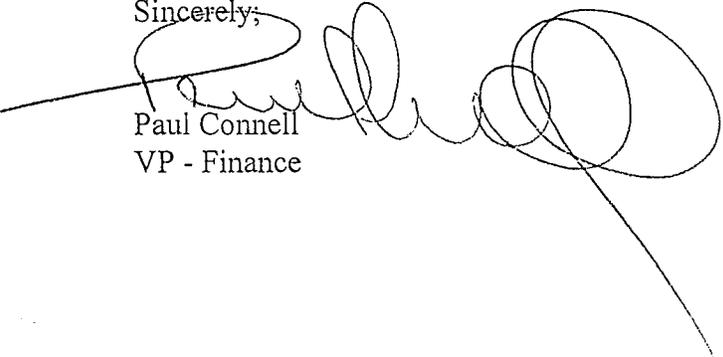
City of Jersey City  
Department of Public Works / Bldgs. & Streets  
Attn.: John Mcgrath, Director  
575 Rt. 440  
Jersey City NJ 07305

Re: Contract Renewal

Dear Mr. Mcgrath

As per your email of October 10, 2013, we are in acceptance of the renewal term of Project No. 2012-033 for HVAC maintenance. We agree to the Federal CPI increase and adjustment of the total contract value by the CPI increase. We value the continued opportunity to serve the City of Jersey. Should you have any questions, please do not hesitate to call.

Sincerely,

  
Paul Connell  
VP - Finance

## Silendra Bajnauth

---

**From:** Raymond Reddington  
**Sent:** Friday, October 11, 2013 11:18 AM  
**To:** Silendra Bajnauth  
**Subject:** RE: Amber Air

Looks okay

**From:** Silendra Bajnauth  
**Sent:** Friday, October 11, 2013 11:13 AM  
**To:** Raymond Reddington  
**Subject:** RE: Amber Air

Please see attached for revisions.

Thanks

**From:** Raymond Reddington  
**Sent:** Friday, October 11, 2013 11:05 AM  
**To:** Silendra Bajnauth  
**Subject:** RE: Amber Air

Please see attached copy of draft no. 1 of resolution for minor corrections.

**From:** Silendra Bajnauth  
**Sent:** Thursday, October 10, 2013 2:54 PM  
**To:** Raymond Reddington  
**Subject:** Amber Air

Mr. Reddington,  
Please see attached for a contract renewal.

Thanks

*Silendra Bajnauth  
Fiscal Officer  
City of Jersey City / Department of Public Works  
575 Route 440  
Jersey City, NJ 07305*

*[Bajnauths@jcnj.org](mailto:Bajnauths@jcnj.org)*

*201-547-4405 ( Work )  
201-547-5264 ( Fax )*

# Databases, Tables & Calculators by Subject

FONT SIZE: 

Change Output Options: From:  To:

include graphs

[More Formatting Options](#) 

Data extracted on: October 3, 2013 (8:18:03 AM)

## Consumer Price Index - All Urban Consumers

Series Id: CUURO100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download:  .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	190.5	191.7	193.0	192.6	192.7	192.8	193.5	194.3	195.0	195.4	195.1	194.9	193.5	192.2	194.7
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464	248.584	248.851	249.411	249.858						248.427	

## 12-Month Percent Change

Series Id: CUURO100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download:  .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	3.0	3.0	3.2	2.6	2.7	2.7	2.8	2.6	2.9	2.9	2.6	2.8	2.8	2.8	2.7
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1	1.2	1.5	1.8	1.5						1.5	

**TOOLS**

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[Budget and Performance](#)



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

PURCHASE ORDER NUMBER  
**108035**  
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # 0159238  
BUYER PUBLICBID

DATE: 10/17/2012 VENDOR NO: AM018900

**VENDOR INFORMATION**

AMBER-AIR INC.  
702 RAHWAY AVENUE  
  
UNION NJ 07083

**DELIVER TO**

BUILDING & STREET MAINTENACE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

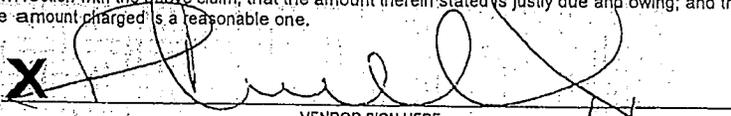
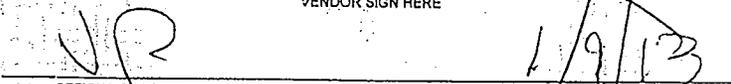
QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	BID	HVAC/BOILER MAINT. THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR:  HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS PROJECT NO: 2012-033 PUBLIC BID  TOTAL CONTRACT AMOUNT: \$138,932.00 TEMPORARY ENCUMBRANCY AMOUNT: \$9,000.00  THE CITY SHALL HAVE THE OPTION TO RENEW THE CONTRACT FOR UP TO TWO (2) ADDITIONAL ONE (1) YEAR TERMS  PARTIAL PAYMENT VOUCHERS	01-201-26-291-310	9,000.0000	9,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 9,000.00

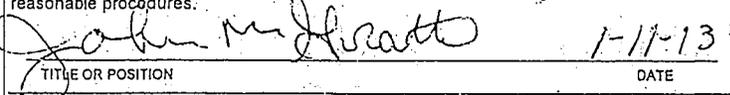
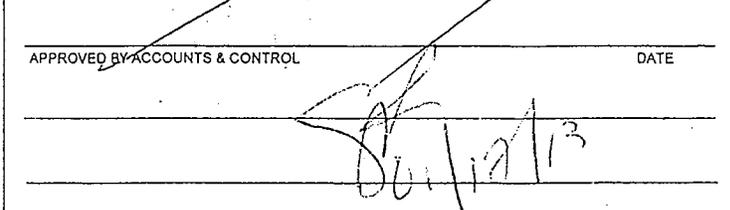
**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**   
VENDOR SIGN HERE  
  
  
OFFICIAL POSITION  
 1/9/13  
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 of other reasonable procedures.

  
TITLE OR POSITION  
DATE 1-11-13  
  
  
APPROVED BY THE PURCHASING AGENT  
DATE 10/17/12  
  
  
APPROVED BY ACCOUNTS & CONTROL  
DATE 10/17/13

Original Copy

10/20

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

City Clerk File No. Res. 12-785

Agenda No. 10.Z.1

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC., FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF BUILDING AND STREET MAINTENANCE**

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

WHEREAS, the City Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for providing HVAC & Boiler Maintenance Contract for Various Buildings for the Department of Public Works/Div. Building and Street Maintenance 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 Amber Air Inc., 702 Rahway Avenue, Union New Jersey 07083 in the total bid amount of One Hundred Thirty Eight Thousand, Nine Hundred Thirty Two (\$138,932.00) Dollars; and

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

WHEREAS, the temporary sum of Nine Thousand (\$9,000.00) Dollars is available in the 2012 permanent budget Account No. 01-201-26-291-310; 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/Div of Building and Street Maintenance			
Acct #	P.O #		Amount
01-201-26-291-310	108035	Temp. Eneumb.	\$9,000.00
		Total Contract	\$138,932.00

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

WHEREAS, the remaining contract funds will be made available in the 2012 thru 2015 temporary and permanent budgets; and

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2012 permanent budget and in the subsequent 2013, 2014 and 2015 fiscal year budgets; and

WHEREAS, if funds are not available for the contract in the 2012 thru 2015 temporary and permanent budgets, the contract will be terminated

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Amber Air Inc., be accepted and that a contract be awarded to said Company in the above amount and the City Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

Agenda **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC.,  
 FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC  
 BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS  
 /DIVISION OF BUILDING AND STREET MAINTENANCE**

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

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

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

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/Div of Building and Street Maintenance			
Acct #	P.O #		Amount
01-201-26-291-310	108035	Temp. Encumb.	\$9,000.00
Total Contract			\$138,932.00

Approved by Peter Folgado, Director, Purchasing, RPPO, QPA

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

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne  
 Robert Byrne, City Clerk

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

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC FOR HVAC AND BOILER MAINTENANCE CONTRACTS FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF BUILDING AND STREET MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Ten (10)

**DATE BIDS WERE PUBLICLY RECEIVED:**

September 18, 2012

**NUMBERS OF BIDS RECEIVED:**

Two (2)

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

HVAC & Boiler Maintenance contract for various buildings for the Department of Public Works/Division of Building & Street Maintenance

**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) Amber Air Inc 702 Rahway Avenue Union, NJ 07083	\$138,932.00
2) Inline Air Conditioning 85 East 21 <sup>st</sup> Street Bayonne, NJ 07002	\$155,457.00

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

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

Date

10/16/12

Peter Folgado, Director of Purchasing, RPPO, QPA

LIST OF PRICES:

Item No. 1 - Preventative Maintenance Service - Part A

The Bidder agrees to provide all labor, materials as outlined in the specifications, equipment and services required to perform the preventative maintenance as described in the specifications for the lump sum bid price of (broken down for each building):

<u>Building</u>	<u>Address</u>	<u>Bid Price for Preventative Maintenance to be Performed by 5/15</u>	<u>Bid Price for Preventative Maintenance to be Performed by 9/15</u>
Apple Tree House	298 Academy Street	\$ <u>70<sup>00</sup></u>	\$ _____
Caven Point Building A	Caven Point Rd. and Chapel Avenue	\$ <u>320<sup>00</sup></u>	\$ <u>199<sup>00</sup></u>
Caven Point Building B	Caven Point Rd. and Chapel Avenue	\$ <u>148<sup>00</sup></u>	\$ _____
City Hall	280 Grove Street Jersey City, NJ	\$ <u>148<sup>00</sup></u>	\$ <u>199<sup>00</sup></u>
Consolidated Fire House	555 Newark Avenue Jersey City, NJ	\$ <u>148<sup>00</sup></u>	\$ <u>199<sup>00</sup></u>
Country Village Field House	Sycamore Rd. Jersey City, NJ	\$ <u>148<sup>00</sup></u>	\$ _____
Department of Public Works	575 Route 440 Jersey City, NJ	\$ <u>380<sup>00</sup></u>	\$ <u>226<sup>00</sup></u>
Engine Co. No. 10	283 Halladay St. Jersey City, NJ	\$ _____	\$ <u>135<sup>00</sup></u>
Engine Co. No. 11	153 Lincoln Street Jersey City, NJ	\$ _____	\$ <u>135<sup>00</sup></u>
Engine Co. No. 13	153 Linden Ave Jersey City, NJ	\$ _____	\$ <u>135<sup>00</sup></u>
Engine Co. No. 15	200 Sip Avenue Jersey City, NJ	\$ _____	\$ <u>135<sup>00</sup></u>

BID PROPOSAL  
(Continued)  
Project No. 2012-033

Engine Co. No. 19	2 Bergen Avenue Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Engine Co. No. 2	160 Grand Street Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Rescue No. 1	585 Communipaw Ave. Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 22	468 Ocean Avenue Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Engine Co. No. 8	25 Ege Avenue Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Engine Co. No. 9	697 Bergen Avenue Jersey City, NJ	\$ 148 <sup>00</sup> —	\$ 135 <sup>00</sup> —
Fire Union	139 South Street Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Fire Headquarters and Station	465 Marin Blvd. Jersey City, NJ	\$ 300 <sup>00</sup> —	\$ 156 <sup>00</sup> —
Gong Club	244 Bay Street Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Hudson City Community Center	Summit Ave. (Pershing Field) Jersey City, NJ	\$ 186 <sup>00</sup> —	\$ 99 <sup>00</sup> —
Kearny Fire House Jersey City, NJ	255 Kearny Ave	\$ 148 <sup>00</sup> —	\$ 199 <sup>00</sup> —
Motorcycle Squad	140 Cornelison Avenue Jersey City, NJ	\$ 70 <sup>00</sup> —	\$ _____

BID PROPOSAL  
(Continued)  
Project No. 2012-033

Municipal Justice Complex	365 Summit Avenue Jersey City, NJ	\$ <u>714<sup>00</sup></u>	\$ <u>364<sup>00</sup></u>
Pavonia Pool	Westside Avenue and Pavonia Avenue	\$ _____	\$ <u>199<sup>00</sup></u>
Pershing Field Pool	201 Central Avenue Jersey City, NJ	\$ <u>186<sup>00</sup></u>	\$ <u>199<sup>00</sup></u>
Pershing Field Ice Rink	201 Central Avenue Jersey City, NJ	\$ <u>600<sup>00</sup></u>	\$ <u>400<sup>00</sup></u>
Police District - East	205 - 207 7 <sup>th</sup> Street Jersey City, NJ	\$ _____	\$ <u>199<sup>00</sup></u>
Police District - North	282 - 284 Central Ave. Jersey City, NJ	\$ <u>97<sup>00</sup></u>	\$ <u>199<sup>00</sup></u>
Police District - South	191 Bergen Avenue Jersey City, NJ	\$ _____	\$ <u>199<sup>00</sup></u>
Police District - West	576 Communipaw Ave. Jersey City, NJ	\$ _____	\$ <u>199<sup>00</sup></u>
Public Safety Center	Bishop Street. Jersey City, NJ	\$ <u>545<sup>00</sup></u>	\$ <u>437<sup>00</sup></u>
Reservoir Fire Station	715 Summit Avenue Jersey City, NJ	\$ <u>240<sup>00</sup></u>	\$ <u>240<sup>00</sup></u>
Roberto Clemente Field House	6 <sup>th</sup> Street Jersey City, NJ	\$ <u>67<sup>00</sup></u>	\$ _____
Senior Citizen Building	28 Patterson Street Jersey City, NJ	\$ _____	\$ <u>164<sup>00</sup></u>
Senior Citizen Center	335 Bergen Avenue	\$ <u>260<sup>00</sup></u>	\$ <u>299<sup>00</sup></u>

BID PROPOSAL  
 (Continued)  
 Project No. 2012-033

Mary McLeod Bethune Life Center 140 Martin Luther King Drive

\$ 320<sup>00</sup> \$ 221<sup>00</sup>

Palisade Avenue Fire House 595 Palisade Avenue

\$ 67<sup>00</sup> \$ 99<sup>00</sup>

TOTAL BID PRICE FOR PREVENTATIVE MAINTENANCE

\$ 5310<sup>00</sup> (In Figures) \$ 6180<sup>00</sup> (In Figures)

TOTAL ITEM NO. 1 COMBINED 5/15 COLUMN AND 9/15 COLUMN

Eleven thousand four hundred ninety (In Writing) and 00/100 DOLLARS \$ 11490<sup>00</sup> (In Figures)

Item No. 2 - Monthly Service

The bidder agrees to provide monthly service as outlined in the specifications, for a period of one full year, for all equipment listed under all buildings requiring this service. The price shall include all material, labor and equipment to perform the described work.

Lump Sum Amount for all facilities:

Twenty six thousand two hundred twelve (In Writing) and 00/100 \$ 26212<sup>00</sup> (In Figures)

Item No. 3 - Year Round Service

The bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon the actual quantity of time used; however, it shall not exceed the estimated quantity without prior written issuance by the City's Director of Purchasing.

Estimated Quantity 1000 Hours \$ 7123 /Hour \$ 71230<sup>00</sup>  
 Unit Cost Mechanic Total Cost

BID PROPOSAL  
(Continued)  
Project No. 2012-033

Item No. 4 - Parts Allowance

Included in the total bid amount will be the sum of Thirty Thousand (\$30,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

<u>Thirty Thousand 00/100 Dollars</u>	<u>\$ 30,000.00</u>
(In Writing)	(In Figures)

GRAND TOTAL - ITEMS 1, 2, 3, AND 4

<u>One Hundred Thirty Eight Thousand Three Hundred and Two 00/100</u>	<u>138932 00</u>
(In Writing)	(In Figures)

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

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

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

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

(REVISED 4/13)

**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): Paul Connors VP

Representative's Signature: [Handwritten Signature]

Name of Company: Amber Air, Inc.

Tel. No.: 908-656-2646

Date: 10/18/13

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

The contractor and the City of Jena, Chi (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

Representative's Name/Title Print: Paul Connors / VP  
Representative's Signature: [Signature]  
Name of Company: Ambow Air, Inc.  
Tel. No.: 908-686-2640 Date: 10/10/13

**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 : AMBER AIR INC  
Address : 702 Rahway Ave Union NJ 07083  
Telephone No. : 908-686-2646  
Contact Name : Paul Connell

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: AMBER AIR INC  
Address: 702 RIVERSIDE AVENUE UNION NJ 0708  
Telephone No.: 908-685-2646  
Contact Name: PAUL CORNELL

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.

Certificate Number  
607008

Registration Date: 06/07/2012  
Expiration Date: 06/06/2014



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2012**  
Amber Air, Inc.

Responsible Representative(s):  
Paul Connell, Vice-President  
Richard Warnett, General Manager

Responsible Representative(s):

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

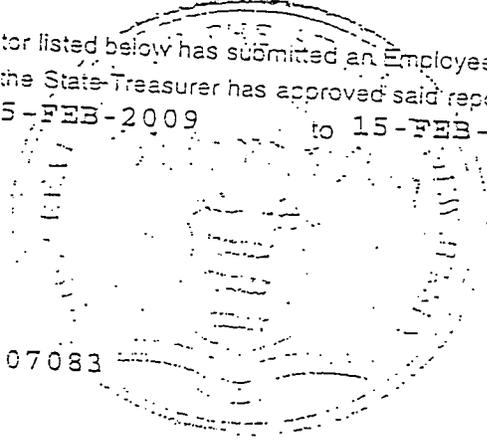
Certification 6619

**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-FEB-2009 to 15-FEB-2016

AMBER AIR, INC.  
702 RAILWAY AVENUE  
UNION

NJ 07083



A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the name of the State Treasurer.

State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AMBER AIR, INC.  
Trade Name:  
Address: 702 RAHWAY AVE  
UNION, NJ 07083-6634  
Certificate Number: 0617859  
Date of Issuance: November 01, 2005

For Office Use Only:  
20051101181035671

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

City Clerk File No. Res. 13.719

Agenda No. 10.P

Approved: OCT 23 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PERSISTENT CONSTRUCTION INC FOR THE CONSTRUCTION OF SPEED HUMPS, SIGNAGE AND PAVEMENT MARKINGS PROJECT NO. 13-018 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**COUNCIL**

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Construction of Speed Humps, Signage and Pavement Markings Project No. 13-018** for the Department of Public Works/ Division of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (2)** Bids, the lowest responsible bid being that from **Persistent Construction Inc , 58 Industrial Avenue, Fairview NJ 07022**, in the total bid amount of **Two Hundred Fifty Five Thousand, Eight Hundred and sixty One (\$255,861.00) 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 **Capital Account # 04-215-55-924-990**; and

**Department of Public Works/Div. of Architecture, Engineering, Traffic & Transportation**

Account Number:	P.O #	Amount
04-215-55-924-990	111496	Total Contract \$255,861.00

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.

WHEREAS, if funds are not available for the contract in the 2013 permanent budget, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Persistent Construction Inc** 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

City Clerk File No. Res. 13.719

Agenda No. 10.P OCT 23 2013

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PERSISTENT CONSTRUCTION INC FOR THE CONSTRUCTION OF SPEED HUMPS, SIGNAGE AND PAVEMENT MARKINGS PROJECT NO. 13-018 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

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

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

Department of Public Works/Div. of Architecture, Engineering, Traffic & Transportation

Account Number:	P.O #	Total Contract	Amount
04-215-55-924-990	111496		\$255,861.00

Approved by Raquel Torado, RPPS  
for Peter Folgado, Purchasing Director, RPPO, QPA

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 10.23.13											
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 FACT SHEET  
OF BID RECEPTION

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PERSISTENT CONSTRUCTION INC FOR THE CONSTRUCTION OF SPEED HUMPS, SIGNAGE AND PAVEMENT MARKINGS PROJECT NO. 13-018 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Six (6)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 10, 2013

**NUMBERS OF BIDS RECEIVED:**

Three (3)

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

Construction of Speed Humps , Signage and Pavement Markings Project No. 13-018

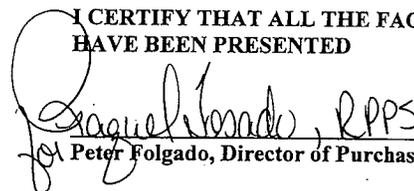
**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) Persistent Construction Inc 58 Industrial Ave Fairview, NJ 07022	\$255,861.00
2) J. Fletcher Creamer & Sons Inc 101 E. Broadway Hackensack, NJ 07601	\$259,634.00
3) Cross Roads Pavement Maintenance 81 Franklin Avenue Nutley, NJ 07110	\$294,709.40

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

10/16/13  
Date \_\_\_\_\_

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED  
  
for Peter Folgado, Director of Purchasing, RPPO, QPA

# RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0163784

PO # 111496

DEPT/DIV: DPW/Architecture

SUBJ: Construction of Speed Humps, Signage & Pavements Markings, Project No. 13-018

## 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										

NOTE:

## BIDS

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

Notes:

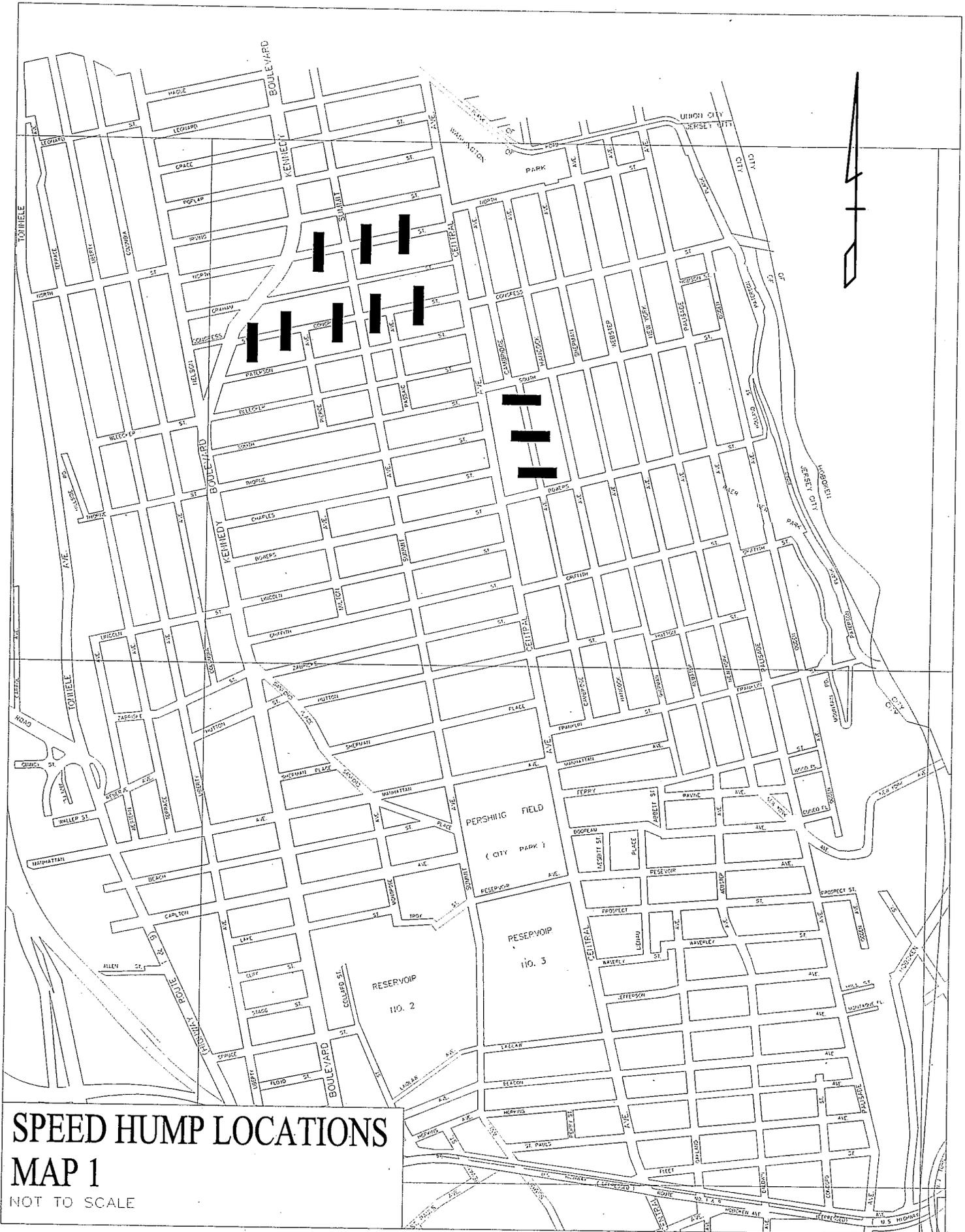
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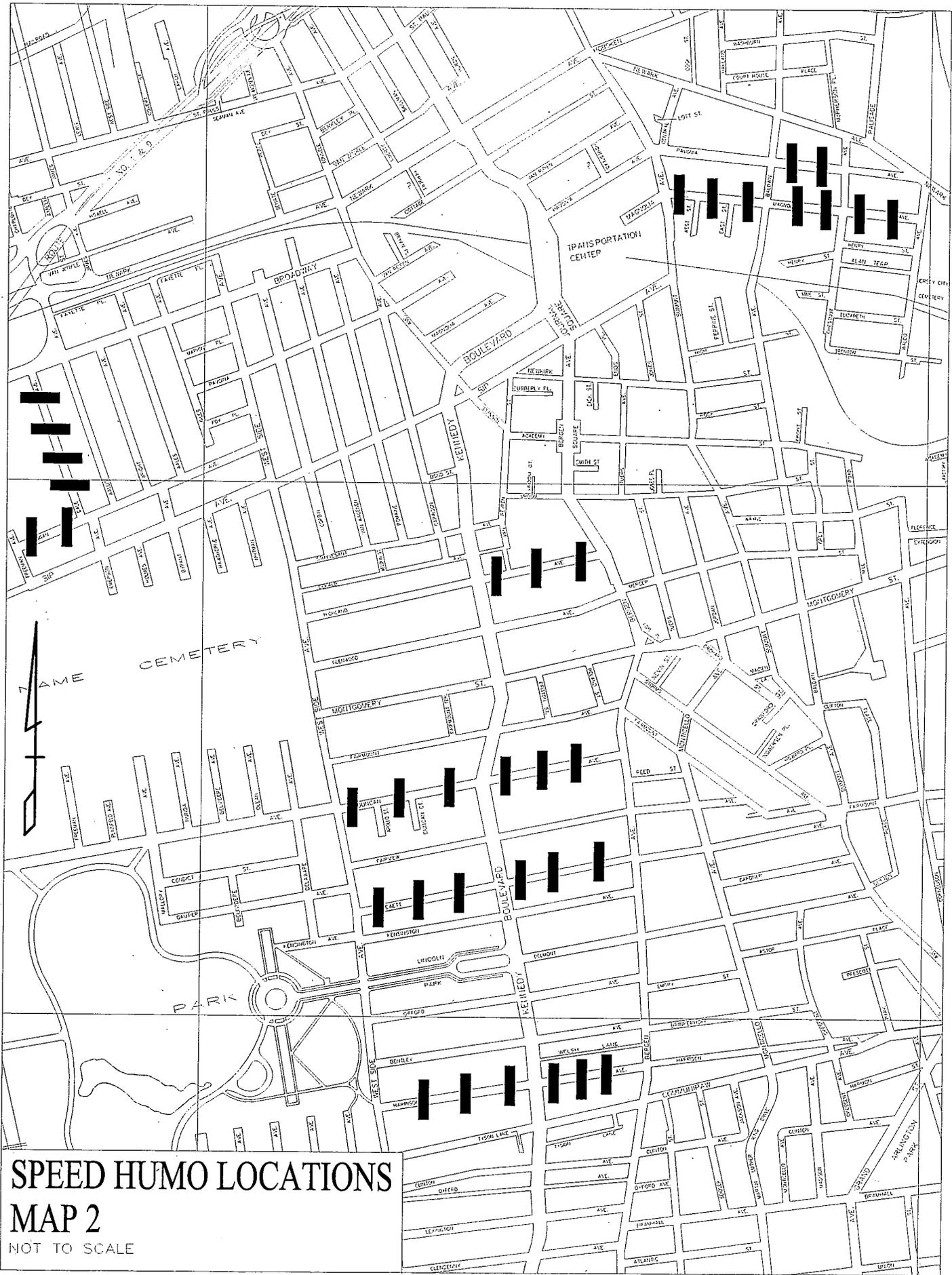


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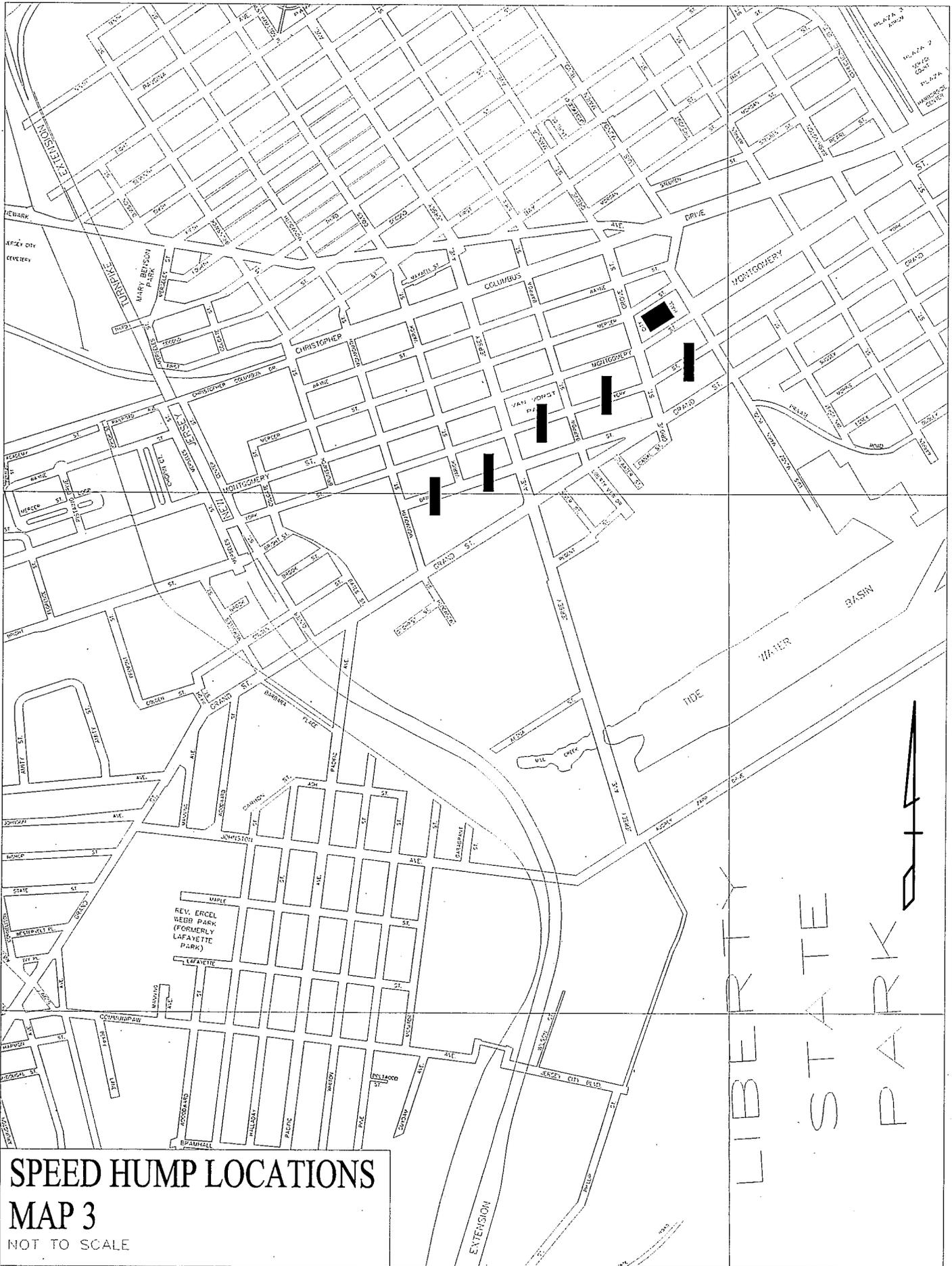


# SPEED HUMP LOCATIONS MAP 1

NOT TO SCALE

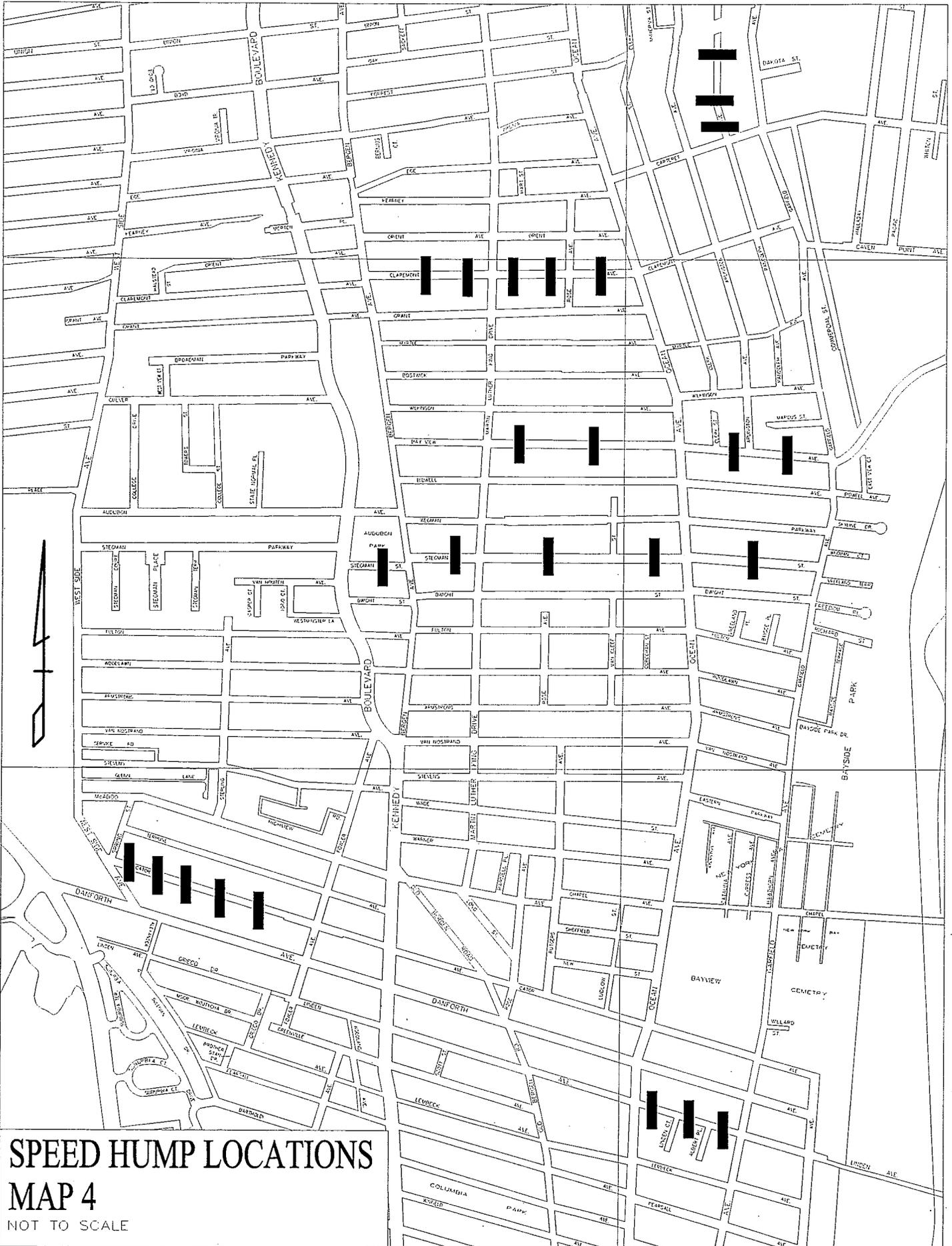


**SPEED HUMO LOCATIONS**  
**MAP 2**  
 NOT TO SCALE



**SPEED HUMP LOCATIONS**  
**MAP 3**  
NOT TO SCALE

LIBERTY  
STATE  
PARK



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

City Clerk File No. Res. 13.720

Agenda No. 10.0

Approved: OCT 23 2013

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN HARDWARE INC. FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### **COUNCIL**

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

**WHEREAS**, the City 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 furnishing and delivering **Hardware Supplies for the Department of Public Works/Division of Buildings and Street Maintenance**; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole responsible bid being that from **Duncan Hardware Inc., 776 Westside Avenue, Jersey City, NJ 07306** in the total bid amount of **Thirty Thousand, Eight Hundred Seventy Six Dollars (\$30,876.69) and Sixty Nine Cents**; and

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

**WHEREAS**, the contract shall be for a period of one (1) year commencing the date of the award of the contract and the City reserves the option to renew the contact for up to two (2) additional one (1) year terms; and

**WHEREAS**, the sum of **Thirty Thousand, Eight Hundred Seventy Six Dollars (\$30,876.69) and Sixty Nine Cents**; will be budgeted for the 2013, 2014, 2015 and 2016 Budget Years subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of **Six Thousand (\$6,000.00) Dollars** is available in the 2013 permanent budget; and

**WHEREAS**, the funds for this purchase are available in **Operating Account # 01-201-26-291-211**

### **Dept. of Public Works/Div. of Buildings and Street Maintenance**

<b>Acct. No.</b>	<b>P.O. No.</b>	<b>Temp Encumb.</b>	<b>Amount</b>
01-201-26-291-211	111495	<b>Total Contract</b>	<b>\$6,000.00</b> <b>\$30,876.69</b>

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**WHEREAS**, the remaining contract funds will be made available in the 2013, 2014, 2015 and 2016 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2013 thru 2016 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2013 permanent budget, the contract will be terminated.

**(Continued on page 2)**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN HARDWARE INC. FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Duncan Hardware Inc.** accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent 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 met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-26-291-210.

**Dept. of Public Works/Div. of Buildings and Street Maintenance**

Acct. No.	P.O. No.	Temp Encumb.	Amount
01-201-26-291-211	111495	Total Contract	\$6,000.00
			\$30,876.69

**APPROVED**  
Peter Folgado, Director of Purchasing, QPA

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 10.23.13											
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 FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN  
HARDWARE INC FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR  
THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET  
MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

One (1)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 3, 2013

**NUMBERS OF BIDS RECEIVED:**

One (1)

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

Furnishing and Delivering Hardware Supplies needed for the Department of Public Works/ Buildings & Street Maintenance

**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) Duncan Hardware, Inc 778 Westside Avenue Jersey City, NJ 07306	\$30,876.69

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

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

10/16/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Folgado, Purchasing Director, QPA

# RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0163361

PO # 111495

DEPT/DIV: DPW/Bldg St. Maint

SUBJ: Resolution for Hardware supplies

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										

NOTE:

## BIDS

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

Notes:

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

City Clerk File No. Res. 13.721

Agenda No. 10.R

Approved: OCT 23 2013



TITLE: **RESOLUTION AUTHORIZING THE APPROVAL OF URBAN ENTERPRISING ZONE FUNDS TO PROVIDE FUNDING FOR PROJECT BY THE JERSEY CITY EMPLOYMENT AND TRAINING CORPORATION TO PROVIDE COUNSELING AND EMPLOYMENT TRAINING FOR INDIVIDUALS WHO HAVE BEEN RELEASED FROM CORRECTIONAL SETTINGS**

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

**WHEREAS**, as of March 29, 2011, the New Jersey Department of Community Affairs has authorized municipalities to use existing urban enterprise zone (UEZ) to fund new projects consistent with the purposes of the UEZ program;

**WHEREAS**, management, administration and monitoring of programs has been delegated by the Department to the individual urban-enterprise zone municipalities.

**WHEREAS**, the Director of the Jersey City Employment and Training Program (JCETP) has submitted a proposal by the Mayor to provide counseling and training to individuals who have been released from correctional settings; and

**WHEREAS**, this program will include training in resume development, mock interviews, job search, basic computer skills, workplace culture and ethics; and communication skills; and

**WHEREAS**, the goal of this program is to provide necessary employment skills for today's competitive job market and to lead participants to take responsibility for their own job research; and

**WHEREAS**, the proposed project will be conducted within an Urban Enterprise Zone and is therefore eligible for this funding; and

**WHEREAS**, the Director of the JCETP has submitted a total program budget of \$501,725; and

**WHEREAS**, the Mayor has approved the proposal of the JCETP as well as the proposed budget and recommends that the City approve this project.

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

1. The project proposed by the Jersey City Employment and Training Corporation be approved and funds in the amount of \$501,725 derived from the Urban Enterprise Zone Account be authorized for this project.
2. The Mayor be authorized to execute an agreement with the Director of the Jersey City Employment and Training Program subject to the terms and conditions necessary to implement the proposal submitted by the Jersey City Employment and Training Corporation.

TF/cw  
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 10.23.13											
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. 13.722

Agenda No. 10.5

Approved: OCT 23 2013

TITLE:



## RESOLUTION TO APPLY FOR AND ACCEPT CHOICE SUBSIDY FOR THE GRAND PARC

**WHEREAS**, the City of Jersey City desires to approve the development of thirty-six (36) units of housing as recited in Exhibit A for the development known as The Grand Parc to be funded under New Jersey Housing and Mortgage Finance Agency's ("the Agency") Choices in Homeownership ("CHOICE") program; and

**WHEREAS**, the CHOICE Subsidy will, when applicable, benefit home buyers of the affordable units that will be restricted by the Agency using Uniform Housing Affordability Controls (UHAC) type restrictions with funds to be repaid solely to the Agency at the first unrestricted sale; and

**WHEREAS**, the CHOICE Subsidy will, when applicable, benefit home buyers of the market priced units that will be restricted by the Agency using the CHOICE program Emerging Markets Units restrictions, with subsidy funds as the buyers may be required to repay, being repaid solely to the Agency at the first sale; and

**WHEREAS**, the City of Jersey City recognizes Jhunday Wali Ma Grand, LLC as the developer/sponsor of the development; and

**BE IT THEREFORE RESOLVED**, that the City of Jersey City does hereby support the developer/sponsor's application for such financing and subsidy from the Agency and acknowledges that the processing and expenditure of funds shall be in accordance with the terms of the CHOICE program.

**BE IT FURTHER RESOLVED** that the persons whose names, titles and signatures appear below are authorized by the City of Jersey City to implement this Resolution and that they or their successors in said titles are authorized to sign any documents necessary in connection therewith:

TITLE:

**RESOLUTION TO APPLY FOR AND ACCEPT CHOICE SUBSIDY FOR THE GRAND PARC**

Actual expenditure of funds may require a budget amendment as per the Local Budget Law (Chapter 159 Procedure).

**EXHIBIT A**

Unit Type	Homeowner	Total
Low Income* (priced up to 45% ROA affordable to 50%)		
Moderate Income* (priced up to 55% ROA affordable to 60%)		
Moderate Income* (priced up to 72% ROA affordable to 80%)		
Emerging Market Unit	36	36
<b>Total</b>	<b>36</b>	<b>36</b>

\*These units will be designated as affordable units and will carry UHAC type income and resale restrictions.

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											
				10.23.13							
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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## THE GRAND PARC

### Project Narrative

The Grand Parc Condominiums, located at 747-753 Grand Street in Jersey City, is a thirty-six (36) unit, five-story elevator masonry building consisting of thirty-three (33) two bedroom-two bathroom units; and three (3) one bedroom, one bathroom units. This development is located on Grand Street and has street frontage on Arlington Avenue, Grand Street and Harmon Street. Thirty-nine (39) on-site, covered parking spaces are included.

The Grand Parc is located just three blocks from the Hudson-Bergen Light-Rail Station on Randolph Avenue in the Bergen-Lafayette Section of Jersey City. The light-rail makes approximately 70 trips a day to Exchange Place in Downtown Jersey City with Path Train or ferry service connections to Manhattan. The Grand Parc is minutes from the New Jersey Turnpike, Jersey City Medical Center and Liberty State Park, and allows easy access to Interstates 78 and 280. Across the street from The Grand Parc is Arlington Park, and is in close proximity to the under-construction, 17 acre Berry Lane Park being redeveloped by the Jersey City Redevelopment Authority.

The City has granted Preliminary and Final Site Plan Approval for this condominium development. The average the one-bedroom unit is 700 sq. ft. and the average two-bedroom apartment is approximately 900 sq. ft.

This masonry building, featuring spectacular views of New York City from the upper floors, will be built with all high-end finishes and will be utilizing Energy Star enhancements.

The need for affordable for-sale housing in this area is great, and this development will assist in addressing the needs of the community. This area offers many opportunities to enhance development activities. Unfortunately, there has been a dearth of any new construction in the Bergen-Lafayette Junction section of Jersey City, as the turbulent real estate market has caused many owners and potential developers in the area to cancel or defer their projects to the future. This development will enhance the area and the surrounding community by providing both building and economic activity to the area, jobs, and an attractive streetscape that will hopefully encourage other construction projects in the area.

The transformation of the area has been slow and scattered. Several blocks away, a local developer recently built a mixed use project with 18 new residential rental units. The development has been fully leased. Several years ago, another developer built a medical office building on Grand Street several blocks away, which is now in the process of being leased. There is a lack of new homeownership opportunities in the area. Any recent projects or rehabilitations have been for the rental market, making new development difficult. This project will anchor the "Junction" section of Jersey City and spur development in the neighborhood.

There is a small, vacant Art Deco brick building across from The Grand Parc that was recently purchased by a local developer that has been waiting for activity in the area to justify improving his property. This is true of several property owners who also own large parcels of vacant land

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

City Clerk File No. Res. 13.723  
 Agenda No. 10.T  
 Approved: OCT 23 2013  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY AND ACCEPT FUNDS FROM THE OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (OJJDP) ENFORCING THE UNDERAGE DRINKING LAWS STATE BLOCK GRANT PROGRAM**

Council \_\_\_\_\_ offered and moved adoption of the following resolution:

**WHEREAS**, the Division of Alcoholic Beverage Control (ABC) is responsible for administering the Office of Juvenile Justice Delinquency Prevention (OJJDP) State Block Grant Program.

**WHEREAS**, the Jersey City Police Department wishes to apply to ABC and accept funds in the sum of \$3,248.33 in connection with a project entitled COPS in Shops; for the period November 15, 2013 to August 31, 2014.

**WHEREAS**, the Jersey City Police Department has reviewed said application and finds approval thereof to be in the best interests of the City of Jersey City; and

**WHEREAS**, said project is a joint project between the State of New Jersey (ABC) and Jersey City Police Department for the purposes therein described:

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

- (1) that as a matter of public policy the Jersey City Police Department wishes to participate with the State of New Jersey (ABC) to the greatest extent possible;
- (2) that the Division of Alcoholic Beverage Control (ABC) be requested to accept said application on behalf of the City of Jersey City; and
- (3) that the appropriate fiscal officer will accept the funds in connection with said project from the ABC and make disbursements in accordance with said application.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to enter into a contract with the Office of Juvenile Justice and Delinquency Prevention and Division of Alcohol Beverage Control for the Enforcement of the Underage Drinking Laws.

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator  
 Corporation Counsel  
 Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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

Date Submitted \_\_\_\_\_

**ORDINANCE/RESOLUTION FACT SHEET**

**Full Title of Resolution:** RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY AND ACCEPT FUNDS FROM THE OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (OJJD) ENFORCING THE UNDERAGE DRINKING LAWS STATE BLOCK GRANT PROGRAM

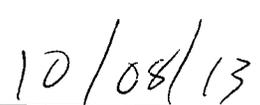
1. **Name and Title of Person Initiating the Resolution:** James Shea, Public Safety Director,
2. **Concise Description of the Proposed Program, Project or Plan:** This program will utilize undercover officers in liquor stores which may attract underage patrons. Police officers will form a partnership with liquor retailers by posing as employees in the retail distribution establishments (liquor stores) and conduct surveillance operations identifying the underage purchasers with the ultimate goal in *Enforcing the Underage Drinking Laws*.
3. **Reasons (Need) for the proposed Program, Project etc:**  
Law enforcement personnel will be used to address underage drinking laws for those who are under the age of 21 in our community.
4. **Anticipated Community Benefits or Assessment of Departmental Need:**  
Anticipated benefits include the reduction in the number of underage drinkers under the age of 21 in addition; to addressing high incidences of underage drinking and the irresponsible consumption of alcohol by persons under the legal age.
5. **Cost of Proposed Program or Project:**  
To be determined by the Office of Juvenile Justice and Delinquency
6. **Date Proposed Program or Project will commence:** November 15, 2013
7. **Anticipated Completion Date:** August 31, 2014
8. **Person Responsible for Coordinating Proposed Program/Project:**  
James Shea, Public Safety Director

I Certify that all the Facts Presented Herein are Accurate.

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

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

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

City Clerk File No. Res. 13.724

Agenda No. 10.U

Approved: OCT 23 2013

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT DRIVING WHILE INTOXICATED**

**COUNCIL as a whole  
of the following resolution**

**Offered and moved adoption**

**WHEREAS**, Driving while intoxicated creates many dangers to motorists and pedestrians of the City of Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this danger and would like to invite the Jersey City Police Department to apply for funds under the **2013 Drunk Driving Enforcement Fund (DDEF)** in the amount of **\$10,786.66**; and

**WHEREAS**, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

**WHEREAS**, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

**WHEREAS**, the Division of Highway Traffic Safety will award the Jersey City Police Department a total of **\$10,786.66** upon completion of this grant application; and

**WHEREAS**, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated; implementing both roving patrols and D.W.I. checkpoints; and

**WHEREAS**, the Jersey City Police Department would like to apply for the **\$10,786.66** grant from the Division of Highway Traffic Safety's **2013 Drunk Driving Enforcement Fund**.

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

1. The City of Jersey City is authorized to submit an application to the New Jersey Law and Public Safety for the 2013 Drunk Driving Enforcement Fund; and
2. The funds will be used for overtime patrols to combat and deter drunk driving.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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

**ORDINANCE/RESOLUTION FACT SHEET** Date Submitted to B.A. \_\_\_\_\_

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

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

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT DRIVING WHILE INTOXICATED

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

James Shea, Public Safety Director

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

The New Jersey Department of Law and Public Safety intends to award the Jersey City Police Department \$10,786.66 to combat and deter drunk driving.

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

Driving while intoxicated is a serious public health concern and creates a fatal risk to pedestrians and motorists in Jersey City.

5. Anticipated Benefits to the Community:

To detect individuals who have been drinking and driving in order to make Jersey City a safer place for pedestrians and motorists who travel on our roadways.

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

The total cost of the program, \$10,786.66, will be distributed through State Funds.

7. Date Proposed Program or Project will Commence: Upon receipt of funds.

8. Anticipated Completion Date: December 31, 2014

9. Person Responsible for Coordinating Proposed Program/Project:

P.O. Jaclyn Marcazo #2987, Police Grants Office



James Shea, Public Safety Director

10/3/13

Date

## 2013 Drunk Driving Enforcement Fund

\*Alphabetical Listing

		Unclaimed Funding	Current Funding	Total Funds Available
HOLLAND TWP.	HUN	\$500.59		\$500.59
HOLMDEL TWP	MON		\$6,932.80	\$6,932.80
HOPATCONG BORO	SUSS		\$8,157.78	\$8,157.78
HOPEWELL TWP (Incl. Hopewell Boro)	MER		\$5,754.57	\$5,754.57
HOWELL TWP	MON		\$18,033.36	\$18,033.36
HUDSON COUNTY PARKS	HUD	\$431.95		\$431.95
HUDSON COUNTY SHERIFF	HUD	\$16,286.02	\$5,468.04	\$21,754.06
INDEPENDENCE TOWN	WARR		\$2,245.89	\$2,245.89
INTERLAKEN BORO	MON	\$1,784.79	\$722.42	\$2,507.21
IRVINGTON TOWN	ESS	\$17,184.23	\$1,699.19	\$18,883.42
ISLAND HEIGHTS BORO	OCE	\$2,174.61	\$84.94	\$2,259.55
JACKSON TWP	OCE		\$10,507.50	\$10,507.50
JAMESBURG BORO	MID	\$8,422.07	\$2,564.08	\$10,986.15
JEFFERSON TWP	MOR	\$13,619.15	\$5,979.99	\$19,599.14
*JERSEY CITY*	HUD		\$10,786.66	\$10,786.66*
KEAN UNIVERSITY	UNI		\$321.98	\$321.98
KEANSBURG BORO	MON		\$1,649.34	\$1,649.34
KEARNY TOWN	HUD	\$28,985.95	\$11,636.25	\$40,622.20
KENILWORTH BORO	UNI	\$2,968.60	\$4,433.57	\$7,402.17
KEYPORT BORO	MON		\$1,896.99	\$1,896.99
KINNELON BORO	MOR		\$3,472.91	\$3,472.91
LACEY TWP	OCE		\$12,764.62	\$12,764.62
LAKE COMO (Form. South Belmar Boro)	MON	\$6,608.30	\$859.84	\$7,468.14
LAKEHURST BORO	OCE	\$27,699.89	\$3,031.51	\$30,731.40
LAKESIDE TWP	OCE	\$26,683.98	\$12,103.97	\$38,787.95
LAMBERTVILLE CITY	HUN		\$8,907.77	\$8,907.77
LAUREL SPRINGS BORO	CAM	\$7,199.69	\$4,145.72	\$11,345.41
LAVALETTE BORO	OCE	\$4,891.02	\$3,962.44	\$8,853.46
LAWNSIDE BORO	CAM	\$1,846.37	\$551.58	\$2,397.95
LAWRENCE TWP	MER		\$7,850.23	\$7,850.23
LEBANON TWP	HUN		\$1,540.25	\$1,540.25
LEONIA BORO	BERG		\$6,534.07	\$6,534.07
LINCOLN PARK BORO	MOR		\$3,262.73	\$3,262.73
LINDEN CITY	UNI		\$16,065.94	\$16,065.94
LINDENWOLD BORO	CAM		\$2,770.32	\$2,770.32
LINWOOD CITY	ATL	\$1,526.61	\$2,262.32	\$3,788.93
LITTLE EGG HARBOR TWP	OCE	\$10,124.84	\$2,692.49	\$12,817.33
LITTLE FALLS TWP	PASS		\$8,095.31	\$8,095.31
LITTLE FERRY BORO (Plus 1/2 of Teterboro)	BERG	\$4,696.08	\$1,482.90	\$6,178.98
LITTLE SILVER BORO	MON	\$3,196.56	\$1,598.83	\$4,795.39
LIVINGSTON TWP	ESS	\$6,388.94	\$2,742.33	\$9,131.27
LODI BORO	BERG		\$3,353.19	\$3,353.19
LOGAN TWP	GLOU		\$3,547.20	\$3,547.20
LONG BEACH TWP (Incl. Barnegat Light Boro)	OCE	\$9,238.66	\$3,847.94	\$13,086.60
LONG BRANCH CITY	MON	\$14,280.08	\$7,402.46	\$21,682.54
LONG HILLS TWP	MOR	\$2,139.16	\$1,895.93	\$4,035.09
LONGPORT BORO	ATL		\$5,886.77	\$5,886.77
LOPATCONG TWP	WARR		\$3,215.88	\$3,215.88
LOWER ALLOWAYS CREEK	SAL		\$622.83	\$622.83

\*Alphabetical Listing

		Unclaimed Funding	Current Funding	Total Funds Available
HOLLAND TWP.	HUN	\$500.59		\$500.59
HOLMDEL TWP	MON		\$6,932.80	\$6,932.80
HOPATCONG BORO	SUSS		\$8,157.78	\$8,157.78
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HUDSON COUNTY PARKS	HUD	\$431.95		\$431.95
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KEAN UNIVERSITY	UNI		\$321.98	\$321.98
KEANSBURG BORO	MON		\$1,649.34	\$1,649.34
KEARNY TOWN	HUD	\$28,985.95	\$11,636.25	\$40,622.20
KENILWORTH BORO	UNI	\$2,968.60	\$4,433.57	\$7,402.17
KEYPORT BORO	MON		\$1,896.99	\$1,896.99
KINNELON BORO	MOR		\$3,472.91	\$3,472.91
LACEY TWP	OCE		\$12,764.62	\$12,764.62
LAKE COMO (Form. South Belmar Boro)	MON	\$6,608.30	\$859.84	\$7,468.14
LAKEHURST BORO	OCE	\$27,699.89	\$3,031.51	\$30,731.40
LAKESWOOD TWP	OCE	\$26,683.98	\$12,103.97	\$38,787.95
LAMBERTVILLE CITY	HUN		\$8,907.77	\$8,907.77
LAUREL SPRINGS BORO	CAM	\$7,199.69	\$4,145.72	\$11,345.41
LAVALETTE BORO	OCE	\$4,891.02	\$3,962.44	\$8,853.46
LAWNSIDE BORO	CAM	\$1,846.37	\$551.58	\$2,397.95
LAWRENCE TWP	MER		\$7,850.23	\$7,850.23
LEBANON TWP	HUN		\$1,540.25	\$1,540.25
LEONIA BORO	BERG		\$6,534.07	\$6,534.07
LINCOLN PARK BORO	MOR		\$3,262.73	\$3,262.73
LINDEN CITY	UNI		\$16,065.94	\$16,065.94
LINDENWOLD BORO	CAM		\$2,770.32	\$2,770.32
LINWOOD CITY	ATL	\$1,526.61	\$2,262.32	\$3,788.93
LITTLE EGG HARBOR TWP	OCE	\$10,124.84	\$2,692.49	\$12,817.33
LITTLE FALLS TWP	PASS		\$8,095.31	\$8,095.31
LITTLE FERRY BORO (Plus 1/2 of Teterboro)	BERG	\$4,696.08	\$1,482.90	\$6,178.98
LITTLE SILVER BORO	MON	\$3,196.56	\$1,598.83	\$4,795.39
LIVINGSTON TWP	ESS	\$6,388.94	\$2,742.33	\$9,131.27
LODI BORO	BERG		\$3,353.19	\$3,353.19
LOGAN TWP	GLOU		\$3,547.20	\$3,547.20
LONG BEACH TWP (Incl. Barnegat Light Boro)	OCE	\$9,238.66	\$3,847.94	\$13,086.60
LONG BRANCH CITY	MON	\$14,280.08	\$7,402.46	\$21,682.54
LONG HILLS TWP	MOR	\$2,139.16	\$1,895.93	\$4,035.09
LONGPORT BORO	ATL		\$5,886.77	\$5,886.77
LOPATCONG TWP	WARR		\$3,215.88	\$3,215.88
LOWER ALLOWAYS CREEK	SAL		\$622.83	\$622.83

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

City Clerk File No. Res. 13.725

Agenda No. 10.V

Approved: OCT 23 2013

TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE  
NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF  
HIGHWAY TRAFFIC SAFETY FOR  
THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2014)**

**COUNCIL**  
of the following resolution.

**Offered and moved adoption**

**WHEREAS**, the need to raise the awareness and increase safety through a combination of enforcement and education initiatives which are essential to all motorists and pedestrians who utilize the streets of Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this need; and

**WHEREAS**, the Division of Highway Traffic Safety has awarded the Jersey City Police Department \$27,900.00 in overtime reimbursement grant funding to be utilized during the time period from October 1, 2013 until September 30, 2014; and

**WHEREAS**, the Jersey City Police Department wishes to accept these funds to promote enforcement and awareness in the areas of Pedestrian Safety, Aggressive Driving, Drunk Driving, and to purchase commodities; and

**WHEREAS**, the Jersey City Police Department would like to accept the \$27,900.00 in overtime reimbursement grant funding to be utilized during the above mentioned time frame which has been deemed appropriate as per the Division of Traffic Highway Safety upon the acceptance of this award.

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

1. The City of Jersey City authorizes to accept the award of \$27,900.00 from the Division of Highway Traffic Safety to be used to reimburse for overtime patrols to promote education and enforcement for pedestrian safety, aggressive driving, drunk driving, and purchase commodities to help deliver the message for pedestrian safety.
2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: 

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

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

Certification Required   
Not Required

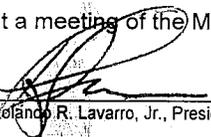
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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.

  
\_\_\_\_\_  
Refando R. Lavarro, Jr., President of Council

  
\_\_\_\_\_  
Robert Byrre, City Clerk

ORDINANCE/RESOLUTION FACT SHEET

Date Submitted to B.A. \_\_\_\_\_

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

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

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR  
*THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2014)*

Name and Title of Person Initiating Ordinance/Resolution: James Shea, Public Safety Director

2. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution:

The New Jersey Division of Highway Traffic Safety awarded the Jersey City Police Department \$27,900.00 in grants funds to promote safety, education, and enforcement initiatives related to traffic safety issues. The project will be part of the *Jersey City Comprehensive Traffic Safety Program*. Funds will be allocated toward police overtime salaries and to purchase commodities that help promote pedestrian safety.

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

To continue our participation with the State of New Jersey's Department of Law and Public Safety, Division of Highway Traffic Safety in efforts to increase pedestrian safety, decrease aggressive driving, and deter driving while intoxicated in Jersey City.

4. Anticipated Benefits to the Community:

Increase public safety for motorists and pedestrians while commuting, driving, and walking in Jersey City.

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

The total award for this program is \$27,900.00.

6. Date Proposed Program or Project will Commence: October 1, 2013

7. Anticipated Completion Date: September 30, 2014

8. Person Responsible for Coordinating Proposed Program/Project:

P.O. Jaclyn Marcazo #2987, Grants Unit

  
James Shea, Public Safety Director

10/3/13

Date



# STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

User: Elyse Gibbs  
Logout

[Main Menu](#) | **System Messages**

Move Message To

## SYSTEM MESSAGE

**From** [Grant System](#)

**Sent** 10/1/2013 9:02:16 AM

**Subject** Your Application FED-2014-Jersey City-00175 has been approved by NJDHTS.

**Message** Congratulations, your Application FED-2014-Jersey City-00175 was approved by DHTS on Oct 01, 2013. The Project Director must login to SAGE to view the Contract Agreement within your Grant Application in order to activate your grant. Please be aware that your application may have been revised during the review process. Therefore it is very important that the Project Director, Financial Officer and the Authorizing Official review the Contract Agreement within SAGE for the final version.

Move Message To



STATE OF  
NEW JERSEY  
**SAGE**  
System for Administering Grants Electronically

Application: FED-2014-Jersey City-00175  
 Status: Confirmation of Receipt  
 User: Elyse Gibbs  
 Role: Agency Administrator  
 Logout

Main Menu ▶ Actions ▶ Application Menu ▶ Related Pages ▶

SAVE SAVE/NEXT DELETE VIEW PDF ADD NOTE FIRST PREVIOUS NEXT LAST

An error was encountered during the save. Please check your data for accuracy.

**Created By:** Gibbs, Elyse on 4/17/2013 12:00:51 PM  
**Last Modified By:** Gibbs, Elyse on 8/27/2013 9:09:42 AM  
[Go to Related Pages](#)

You are here: > Budget

**BUDGET SUMMARY**

**Instructions:**

- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Budget Line Item	Federal Share	State/Local Share	Total Amount	
			Requested	
Salaries and Wages	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Enforcement/Education Details	\$26,400	\$0	\$26,400	\$26,400
Miscellaneous Personal Services	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Commodities	\$1,500	\$0	\$1,500	\$1,500
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs				\$0
<b>Total:</b>	<b>\$27,900</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,900</b>

**RELATED PAGES**

- Contractual Services
- Commodities
- Other Direct Costs
- Indirect Costs
- Budget Summary(1)

SAVE SAVE/NEXT DELETE VIEW PDF ADD NOTE FIRST PREVIOUS NEXT LAST

592781

Attempted to read or write protected memory. This is often an indication that other memory is corrupt.

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

City Clerk File No. Res. 13.726

Agenda No. 10.W

Approved: OCT 23 2013

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM**

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

**WHEREAS**, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$1,661,092.00 thru the FFY13 Urban Area Security Initiative (UASI) grant program; and

**WHEREAS**, this funding will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man- made disasters or acts of terrorism; and

**WHEREAS**, the Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to enhance the city's and UASI region's ability to build, maintain and sustain national preparedness capabilities; and

**NOW, THEREFORE BE IT RESOLVED** the City of Jersey city herewith accepts the award of \$ 1,661,092.20 thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY13 grant program; and

**BE IT FURTHER RESOLVED** that the sum of \$1,661,092.00 is hereby appropriated under the caption FFY13 UASI Department of Homeland Security Grant; and

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

1 Steven M. Fulop, Mayor of the City of Jersey City and/or Robert J. Kakoleski A/Business Administrator of The City of Jersey City are hereby authorized to execute a contract and/or grant agreement with the Department of Homeland Security and the New Jersey Office of Homeland Security And Preparedness; and

2 The Office of Emergency Management & Homeland Security and Budget is authorized To establish an account in the amount of \$1,661,092.00 for the Jersey City Office of Emergency Management & Homeland Security

\_\_\_\_\_  
W. Greg Kierce, Director  
Office of Emergency Management & Homeland Security

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 10.23.13											
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

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

1. **Full title of ordinance/resolution/cooperative agreement:**

**RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM (\$ 1,661,092.00)**

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

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

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

This funding will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man-made disasters or acts of terrorism.

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

To enhance the city's and UASI region's ability to build, maintain and sustain national preparedness capabilities.

5. **Anticipated benefits to the community:**

Enhanced level of preparedness and ability to build, maintain and sustain preparedness capabilities.

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

This grant is thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY-13 award program. No in-kind contributions are required on the part of Jersey City

7. **Date the proposed program, or project will commence:**

Upon approval of the Jersey City Municipal Council

8. **Anticipated completion date:**

Thru the end of the FFY2013 Grant cycle

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

W. Greg Kierce, Director Office of Emergency Management & Homeland Security

10. **Additional comments:**

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

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

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

\_\_\_\_\_  
Date

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

City Clerk File No. Res. 13.727  
 Agenda No. 10.X  
 Approved: OCT 23 2013  
 TITLE: \_\_\_\_\_



**RESOLUTION TO APPLY AND ACCEPT FUNDS FROM THE NEW YORK/ NEW JERSEY HIGH INTENSITY DRUG TRAFFICKING AREA ("HIDTA") TASK FORCE FOR FUNDING THE JERSEY CITY DEPARTMENT OF RECREATION HOOPS ON THE HUDSON INITIATIVE**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the State of New York and State of New Jersey High Intensity Drug Trafficking Area (HIDTA) has offered a funding opportunity for the Hoops On the Hudson Initiative to the City of Jersey City, Department of Recreation; and

**WHEREAS**, the City of Jersey City, Department of Recreation is desirous of applying for the funding opportunity; and

**WHEREAS**, if awarded, the City of Jersey City agrees to accept funding in the amount of Twenty Five Thousand Dollars (\$25,000.00) from the NY/NJ HIDTA for the Hoops on the Hudson Initiative; and

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

1. the City of Jersey City, Department of Recreation is authorized to submit an application to the State of New York and State of New Jersey High Intensity Drug Trafficking Area Task Force for the Hoops on the Hudson Initiative and accept funding in the amount of \$25,000; and
2. the Mayor and/or Business Administrator are hereby authorized to execute an agreement with the State of New York and State of New Jersey High Intensity Drug Trafficking Area Task Force for the Hoops on the Hudson Initiative.

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 10.23.13											
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 J. Lavarro, Jr., President of Council

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

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

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

**RESOLUTION TO APPLY AND ACCEPT FUNDS FROM THE NEW YORK/ NEW JERSEY HIGH INTENSITY DRUG TRAFFICKING AREA ("HIDTA") TASK FORCE FOR FUNDING THE JERSEY CITY DEPARTMENT OF RECREATION HOOPS ON THE HUDSON INITIATIVE**

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

RYAN STROTHER, DIRECTOR

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

PROVIDE BASKETBALL INSTRUCTION FOR JERSEY CITY CHILDREN

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

TO ENSURE CHILDREN HAVE CONSTRUCTIVE ACTIVITIES AFTER SCHOOL

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

JERSEY CITY CHILDREN AGES 6 THROUGH 14 WILL BE INSTRUCTED IN HOW TO ENHANCE THEIR BASKETBALL SKILL

**VI. Cost of Proposed Program Project, etc.**

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

NO COST TO THE CITY OF JERSEY CITY, WILL RECEIVE \$25,000.00 GRANT

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

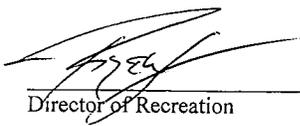
OCTOBER 28, 2013

**VIII. Anticipated Completion Date:**

JANUARY 31, 2014

**IX. Person Responsible for Coordinating Proposed Program/Project:**

RYAN STROTHER, DIRECTOR

  
\_\_\_\_\_  
Director of Recreation

  
\_\_\_\_\_  
Date



CYRUS R. VANCE, JR.  
DISTRICT ATTORNEY

New York County District Attorney's Office  
Asset Forfeiture Community Based Funding Application

ORGANIZATION NAME: Jersey City Recreation Department

ORGANIZATION ADDRESS: Caven Point Complex  
1 Chapel Avenue  
Jersey City, NJ 07305

ORGANIZATION TELEPHONE: (201) 547-4537

EXECUTIVE DIRECTOR: Ryan Strother  
TELEPHONE: (201) 547-4537  
EMAIL ADDRESS: rstrother@jcnj.org

FISCAL DIRECTOR: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

- 1) State, County, or Local Government Department or Agency:  YES  NO
- 2) Private or Nonprofit Organization (26 U.S.C. § 501(c)(3) or (4)):  YES  NO  
If YES, please attach proof of nonprofit status.
- 3) Please Confirm that the Organization Requesting Funding is Both:  
 Community-based; and  
 Supportive of and consistent with a law enforcement effort, policy, or initiative.
- 4) The Organization Activity's Nexus to a Law Enforcement Interest is (Check all that apply):  
 Direct (e.g., paying rewards for key information)  
 Preventative (e.g., funding for a methadone clinic, drug awareness program, anti-gang initiative, and probationer training)  
 Developmental in Promoting Community Policing (e.g., incorporating law enforcement awareness in a Boy Scout Program)
- 5) The Applicant Agrees:  
 To account separately for all guidelines for shared funds use benefits received  
 To subject such accounting to the standard accounting requirements and practices employed under state or local law for recipients of federal, state, or local funds.  
 The applicant is in compliance with the federal civil rights laws.  
 The applicant is in compliance with federal laws that apply to the applicant.  
 No shared benefits will be used for political or personal purposes.  
 No shared benefits will be used for any purpose that would constitute an improper or illegal use under the laws, rules, regulations, or orders of the state or local jurisdiction in which the applicant is located or operates.  
 The items purchased for the agency and/or reimbursed to the agency are permissible items under the DOJ Guide to Equitable Sharing

- 6) **Please provide a synopsis of the program that includes:**
- a) **Program Description**
  - b) **Law Enforcement Nexus (Describe all the at apply- Direct, Preventative and Developmental in Promoting Community Policing)**
  - c) **If approved, how will funds be used?**

The Hoops on the Hudson Initiative is a community based program run by the City of Jersey City, Department of Recreation. The goal of this initiative is to provide a sports basketball program in the community of Jersey City by focusing on potential at-risk youths between the ages of 6–14 years old. The current program is very limited due to funding constraints. The requested funding will be used to expand and enhance the existing program with the goal of engaging the youths who are most vulnerable and reside in the neighborhoods with the highest amount of gang violence, drugs and crime. Over the years, Jersey City has experienced a drastic reduction in the number of sports programs that are available, specifically basketball leagues that attract the critical age groups that this initiative is targeting. Various sources within the Jersey City sports, law enforcement and educational community have identified this void and are now joining forces to offer a structured basketball program that provides not only free quality basketball training but a venue where coaches and mentors have the ability to address important life issues to include drug awareness and anti-gang initiatives.

Numerous studies have shown that community sports programs reduce crime by occupying at-risk youths during peak crime hours and provide a structured support system of caring coaches and mentors. Similar programs in other U.S cities have seen a significant impact on youth crime, safer neighborhoods and foster a sense of community. By focusing on the critical ages of 6-14 year olds, this initiative will take full advantage of the opportunity where these youths are developing their minds, bodies and attitudes that will define who they are and what role they will play in society.

If approved, the initial program will consist of 60 training days commencing on October 28, 2013 and ending January 31, 2014. Mondays and Wednesdays are actual training days and Fridays will consist of a competitive game between the leagues teams. The age categories are broken out to accommodate 6-11 year olds who will practice from 4pm to 6pm and the 12-14 year old category will practice from 6 pm to 8pm. Five separate gymnasiums have been identified throughout critical areas in Jersey City to accommodate the expected 300 participants in this program. A City Wide Championship Tournament will be held February 3-8, 2014 at NJCU or St. Peter's University.

In addition to the paid staff that will run the program, numerous volunteers from law enforcement agencies and the community at large will come out to assist the trainers and connect with the participants. One notable figure who assisted greatly with the concept and vision to implement this initiative in Jersey City is legendary high school basketball coach Bob Hurley. Coach Hurley a native of Jersey City has coached the St. Anthony Friars for the past 39 years and is a very influential figure not only nationally but to the

youth of Jersey City. Coach Hurley will continue to be a positive force in this program and has committed to assist with its success.

Among other things, the trainers, staff and members of the participating agencies are collaborating to incorporate the following services into the programming:

- Free, professional , high quality skill training
- A fun and productive alternative activity for at-risk youths
- Opportunities for positive interactions with law enforcement
- Opportunities for positive interactions with other youth and groups
- Experiences in team building and sportsmanship
- Mentorships
- Guest speakers from sports, arts, education and law enforcement
- Tutoring and school support

Funding is being requested for the following expenses:

PS #3 Basketball School -- Mon, Wed, Fri. 4pm – 8pm (ages 6-11, 4pm-6pm / ages 12-14, 6pm-8pm)

PS #14 Basketball School-- Mon, Wed, Fri. 5pm – 8pm (ages 8-11, 4pm-6pm / ages 12-14, 6pm-8pm)

PS #39 Basketball School -- Mon, Wed, Fri. 4pm – 8pm (ages 6-11, 4pm-6pm / ages 12-14, 6pm-8pm)

PS #40 Basketball School -- Tues, Thurs, Fri. 4pm – 8pm (ages 8-11, 4pm-6pm / ages 12-14, 6pm-8pm)

PS #27 Basketball School – Mon, Wed, Fri. 5pm – 8pm (ages 6-11, 4pm-6pm / ages 12-14, 6pm-8pm)

**\$18,000** - budgeted for 2 Head Instructors per site @ \$10 an hour, 5 hours a day, 3 days a week, for 12 weeks (60 days) comes to \$3,600 per site x 5 sites. The Jersey City Recreation Foundation has agreed to advance the funds to pay the instructors and be reimbursed directly.

**\$3,600** - budgeted for 300 jerseys @ \$12 per jersey. Minimum of 60 children at each site will receive a jersey.

**\$2,400** – budgeted for 4 youth mini goals @ \$600 per.

**\$1,000** - budgeted for basketballs to give a way.

**\$25,000** total

**Recreation In kind Contribution:** Provide minimum of 15 staff members (3 per site), Equipment, Facility etc.

**Organization Certification:**

I certify that the above is true and correct, and agree to abide by the guidelines set for by the New York County District Attorney's Office in respect to the legal use of forfeiture funds as described in the Department of Justice's *Guidelines for Determining a Community-Based Program's Eligibility*.

\_\_\_\_\_  
(Organization Signatory Name)

\_\_\_\_\_  
(Organization Fiscal Officer Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**FOR USE BY THE NEW YORK COUNTY DISTRICT ATTORNEY'S OFFICE**

The New York County District Attorney's Office has authorized use of forfeiture funds to:

\_\_\_\_\_  
(Organization Name)

Based on the information above, I certify that the entity above has met all of the eligibility requirements as set forth by the Department of Justice's *Guidelines for Determining a Community-Based Program's Eligibility*, and is supportive of and consistent with a law enforcement effort, policy, and/or initiative within the guidelines and approve that the process undertaken to certify their good legal standing was satisfactory and complete.

\_\_\_\_\_  
(New York County District Attorney's Office  
Executive Signatory Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

City Clerk- File No: Res. 13.728

Agenda No. 10.Y

Approved: OCT 23 2013

TITLE:



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

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

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

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

**WHEREAS**, the Department of Recreation, will use the facilities for various recreation events, during the period of October 24, 2013 through December 31, 2013; and

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

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

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

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

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

City Clerk File No. Res. 13.728

Agenda No. 10.Y OCT 23 2013

TITLE:

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

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

NEW HOPE URBAN RENEWAL LP,  
THE COMMUNITY BUILDERS INC.,  
FELA INC., D/B/A EMET REALTY INC.

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

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

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

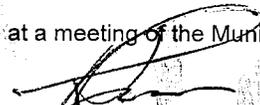
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
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

**ORDINANCE/RESOLUTION FACT SHEET**

Date Submitted to B.A. \_\_\_\_\_

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

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

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

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

RYAN STROTHER, DIRECTOR OF RECREATION

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

RECREATION PROGRAMS AND ACTIVITIES AT THE YMCA 654 BERGEN AVENUE  
JERSEY CITY, NJ 07306 (NEW HOPE URBAN RENEWAL LP, THE COMMUNITY  
BUILDERS INC., & FELA INC. D/B/A EMET REALTY INC.)

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

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

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

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

**VI. Cost of Proposed Program Project, etc.**

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

NONE

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

OCTOBER 24, 2013

**VIII. Anticipated Completion Date:**

DECEMBER 31, 2013

**IX. Person Responsible for Coordinating Proposed Program/Project:**

RYAN STROTHER - DIRECTOR

**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the New Hope Urban Renewal LP, The Community Builders Inc., and FELA Inc., d/b/a Emet Realty Inc., 654 Bergen Avenue, Jersey City, New Jersey 07306, its officer, directors, employees and agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the New Hope Urban Renewal LP, The Community Builders Inc., and FELA Inc., d/b/a Emet Realty Inc., 654 Bergen Avenue City, New Jersey 07306 from October 24, 2013 through December 31, 2013.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Robert Kakoleski,  
Acting Business Administrator

\_\_\_\_\_  
Ronal Brown  
Owner/Operator

Attest:

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

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

City Clerk File No. Res. 13-729

Agenda No. 10.7

Approved: OCT 23 2013

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS**



**WHEREAS**, the City of Jersey City requires the services of an attorney to serve as special counsel to represent the City of Jersey City in pending tax appeals; and

**WHEREAS**, the law firm of O'Donnell McCord 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 \$75,000; and

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

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (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**, O'Donnell and McCord 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**, O'Donnell and McCord 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 O'Donnell and McCord from making any reportable contributions during the term of the contract; and

**WHEREAS**, O'Donnell and McCord has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, O'Donnell and McCord 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: 13-01-251-20-155-312.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement attached hereto with the law firm of O'Donnell and McCord to serve as special counsel to represent the City of Jersey City in Tax Appeals.

City Clerk File No. Res. 13.729

Agenda No. 10.Z OCT 23 2013

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS**

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.: 13-01-201-20-155-312 for payment of this resolution.

Donna Mauer, Chief Financial Officer

P.O.#: 111574

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 10.23.13											
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