

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

City Clerk File No. Res. 10-752

Agenda No. 10.A

Approved: NOV 10 2010

TITLE:



## RESOLUTION AUTHORIZING TRANSITION YEAR 2010 APPROPRIATION TRANSFERS

**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**RESOLVED**, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following TY 2010 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

	From	To
23-210 INSURANCE ALL DEPTS.	301,350	
26-315 AUTOMOTIVE SERVICES- OE		300,000
20-136 PENSION- OE		1,350
<b>TOTAL</b>	<b>301,350</b>	<b>301,350</b>

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 6-1**

**11/10/10**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-753  
 Agenda No. 10.B  
 Approved: NOV 10 2010  
 TITLE:



## RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$203,353.95 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

**WHEREAS**, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated below; and

**WHEREAS**, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

**WHEREAS**, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

**WHEREAS**, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Corporation Counsel has recommended that the complaints be settled at the assessments specified below; and

**WHEREAS**, these settlements will reduce the assessment to reflect the actual fair assessable value of the property(ies) consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

**These settlements will result in a refund and/or credit in the amount of \$203,353.95.**

MAM/mw  
10/28/10

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

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

Certification Required

Not Required

2010130

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	ABSENT		
DONNELLY	ABSENT			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

OFFICE OF THE TAX ASSESSOR  
MEMORANDUM

RECEIVED  
2010 OCT 28 PM 4:25

**DATE:** October 29, 2010  
**TO:** Peter Brennan, Council President, and Members of the City Council  
**FROM:** Eduardo Toloza, Tax Assessor  
**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreement for Various Properties

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The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached page. The refunds result from an agreement that the assessments of the properties fell outside the range permitted for the 2008 and 2009 tax years. The total tax dollar refund for these appeals is \$ 203,353.95.

The largest refund goes to Academy Associates for their apartment building on Erie Street. After an analysis of its income and expenses, it was determined that the market value of the property as of the assessing date (October 1, 2008) did not support the assessment for the 2009 tax year. The same holds true for the apartment buildings owned by Van Vorst Holdings and St. Boniface Holdings. For all three buildings, the owners also filed Freeze Act Applications, which would carry the settlement for the 2009 tax year over to 2010. A similar analysis of income and expenses was also done for the motels owned by Magrat, LLC, and GIF Corporation, and the property owned by Port Liberte Yacht Club, leading to the same conclusion that the market value did not support the assessment for the year under appeal.

The value of commercial properties is calculated by using the income and expense information for the subject property for the relevant tax year, while also considering the sales of comparable properties, if any. In each case, the presumed value of the property must then be multiplied by the ratio for the given tax year to determine whether the assessment falls within the statutory range.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the two years prior to the tax year in question. Under Title 54,

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assessments are valid if they fall within what is called the statutory range or "corridor" (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2008 tax year, with a ratio of 26.12%, was 22.20% to 30.04%. Therefore, a valid assessment for that year should fall between \$3,108,300 and \$4,205,300. In 2009, the ratio dropped to 25.64%. Assuming the same market value, the range of valid assessments would change to \$3,051,200 to \$4,128,000. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

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

ET/mm

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SCHEDULE A - Dated October 29, 2010, Meeting November 10, 2010

Block	Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
285	26	2009	Academy Associates	181 Erie Street	\$2,100,000	\$1,400,000	\$700,000	\$ 42,007.00
285	26	2010 (Freeze)	Academy Associates	181 Erie Street	\$2,100,000	\$1,400,000	\$700,000	\$ 48,321.00
918	180	2009	G.I.F. Corporation	750 Tonnele Avenue	\$ 750,000	\$ 725,000	\$ 25,000	\$ 1,500.25
973	38	2009	Magrat, LLC	455 Tonnele Avenue	\$1,000,000	\$ 800,000	\$200,000	\$ 12,002.00
1497	17	2009	Port Liberte Yacht Cl.	2 Chapel Avenue	\$ 850,000	\$ 600,000	\$250,000	\$ 15,002.50
276	18	2009	St. Boniface Holdings	250 First Street	\$1,500,000	\$1,250,000	\$250,000	\$ 15,002.50
276	18	2010 (Freeze)	St. Boniface Holdings	250 First Street	\$1,500,000	\$1,250,000	\$250,000	\$ 17,257.50
167	24.A	2009	Van Vorst Holdings	245 Van Vorst Street	\$1,230,000	\$ 825,000	\$405,000	\$ 24,304.05
167	24.A	2010 (Freeze)	Van Vorst Holdings	245 Van Vorst Street	\$1,230,000	\$ 825,000	\$405,000	\$ 27,957.15
				<b>Total</b>				<b>\$203,353.95</b>

10-753

NOV 10 2010

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

City Clerk File No. Res. 10-754  
 Agenda No. 10.C  
 Approved: NOV 10 2010  
 TITLE:



**RESOLUTION WAIVING THE ATTORNEY CLIENT PRIVILEGE AS IT RELATES TO THE AUGUST 31, 2007 OPINION OF CORPORATION COUNSEL CONCERNING ADOPTION OF AN ORDINANCE FOR A TAX EXEMPTION FOR AQUA URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE RELEASE OF THE OPINION LETTER TO THE PUBLIC**

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

**WHEREAS**, the Municipal Council of the City of Jersey City requested advice from Corporation Counsel concerning a prospective vote to introduce Ordinance 07-139 approving a long term tax agreement for Aqua Urban Renewal Company, LLC; and

**WHEREAS**, by a letter dated August 31, 2007, Corporation Counsel advised the Municipal Council of his legal opinion; and

**WHEREAS**, based upon that advice, the Municipal Council adopted Ordinance 07-139 and approved a long term tax exemption for Aqua Urban Renewal Company, LLC; and

**WHEREAS**, as the result of a recent inquiry from the public, a request was made to release the opinion letter; and

**WHEREAS**, the opinion letter, being subject to the attorney-client privilege, should only be released by Corporation Counsel if the client, a majority of the Municipal Council, adopts a resolution that waives the attorney-client privilege.

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

- The City of Jersey City hereby waives the attorney-client privilege as it relates to the August 31, 2007, opinion letter of Corporation Counsel concerning the adoption of Ordinance 07-139 which approved a long term tax exemption for Aqua Urban Renewal Company, LLC.

*JM/he*  
11/03/10

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

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

Certification Required   
 Not Required

**APPROVED 7-0**  
**11/10/10**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 10-755

Agenda No. 10.D

Approved: NOV 10 2010



TITLE:

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR DISCHARGE THE MORTGAGE AFFECTING THE PROPERTY KNOWN AS 26 BERGEN AVENUE WITH THE URBAN LEAGUE OF HUDSON COUNTY**

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

**WHEREAS**, the City of Jersey City (City) executed a mortgage with the Urban League of Hudson County (ULHC) on September 12, 1996 in the amount of \$343,195 as a condition of their CDBG contract for the development of seven affordable housing units located at Block 1338, Lot 24A, also known as 26 Bergen Avenue in Jersey City, which said mortgage was recorded on October 16, 1996 in Mortgage Book 6038 at page 234; and

**WHEREAS**, as a condition of the loan, the property was designated as housing for affordable to low and moderate income households for a ten (10) year period and ULHC were to comply with the covenants and conditions set forth in the City's Note and loan documents; and

**WHEREAS**, the ten (10) year period has expired and the City by its Division of Community Development has reviewed the documents and determined that ULHC has complied with the conditions of the City's loan documents, as shown in Exhibit A; and

**WHEREAS**, the City is obligated to execute a Discharge of Mortgage to remove the original mortgage from the public record.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Discharge of the Mortgage dated September 12, 1996 in the sum of \$343,195 for the Urban League of Hudson County, Inc. and any other documents appropriate or necessary to effectuate the purposes of the within resolution for the property 26 Bergen Avenue, Jersey City, also known as Lot 24A in Block 1338.
2. All documents shall be subject to approval by the Corporation Counsel.

11-3-10  
IW/cw

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*

Peter M. Brennan, President of Council

*Robert Byrne*

Robert Byrne, City Clerk

**Itza Wilson**

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**From:** Darice Toon  
**Sent:** Wednesday, November 03, 2010 2:19 PM  
**To:** Itza Wilson  
**Cc:** Vivian McRae; Joanne Monahan  
**Subject:** RE: 26 Bergen Avenue-Urban League of Hudson County

Itza,

Please accept this email as a verification that 26 Bergen Avenue is in compliance and the mortgage can now be discharged.

If you have any questions, please feel free to contact Vivian McRae at extension 5087.

Sincerely,

Darice Toon, Director

J.C. Division of Community Development

30 Montgomery Street – Suite 404

Jersey City, NJ 07302

Phone: 201-547-5304

Fax: 201-547-5986

Email: [Darice@jcnj.org](mailto:Darice@jcnj.org)

*Exhibit A*

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

City Clerk File No. Res. 10-756

Agenda No. 10.E

Approved: NOV 10 2010

TITLE:



## RESOLUTION APPOINTING FRANK T. MOLINA AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

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

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor has by letter dated October 29, 2010, appointed **Frank T. Molina**, of 228 Neptune Avenue, Jersey City, New Jersey, as a trustee of the **Jersey City Medical Center Board**, replacing James A. McLaughlin, Jr., whose term has expired, for a term to commence upon adoption of this resolution and expire December 31, 2011.

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

RB:sjg

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

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

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

October 29, 2010

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

Dear Council President and Members,

Kindly be advised that I have appointed **Frank T. Molina** of 228 Neptune Avenue, Jersey City, New Jersey as a member of the **Jersey City Medical Center Board of Trustees**. Mr. Molina is replacing James A. McLaughlin, Jr., whose term has expired. Mr. Molina's term will commence upon the adoption of a resolution and will expire on December 31, 2011.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy".

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
John Kelly, Business Administrator  
Robert Byrne, City Clerk  
Joyce Tichy, Jersey City Medical Center (Liberty Health System)  
Rosemary McFadden, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Frank T. Molina

OFFICE OF THE MAYOR

# F R A N K T H O M A S M O L I N A

228 Neptune Ave. Jersey City NJ 07305  
FrankM526@aol.com 2014815913

## Committee Seat

### Professional Summary

Jersey City resident for over 20 years and holding and maintaining a professional status as a Jersey City Police Detective. Certified Instructor by the State of New Jersey. President of local fraternal organization, Hispanic American Law Enforcement Association, and holding numerous awards by the City of Jersey City, State of NJ, and Federal entities. I am seeking to assume the committee seat on the Jersey City Parking Authority.

## PROFESSIONAL EXPERIENCE

Jersey City Police Department; City of Jersey City; NJ Active Duty from 7/10/1994 to present

### Position Held

Jersey City Police Detective currently assigned to the Jersey City Emergency Services Unit

- State Certified Instructor
- President of H.A.L.E.A.
- Jersey City's highest award of Honorable Mention, Medal of Honor and numerous awards thereof
- Created and instruct the only Police entrance exam preparatory class of its kind in the State
- Officer of the Year in numerous organizations; for community service and heroic acts above the call of duty

## REFERENCES FURNISHED UPON REQUEST

Degree, Specialty, School Name, School City, School State

# HALEA OFFICER OF THE YEAR

## FRANK T. MOLINA JR.

Officer Frank T. Molina Jr. is a 15 year veteran of the Jersey City Police Department. He was one of the youngest Officers to ever enter the Police Academy. "Young enough to carry, but not old enough to drink." Upon graduation, he entered the ABC unit of the department which deals with alcohol and licensing. Being labeled the "baby face squad", he along with other officers targeted liquor establishments serving alcohol to minors. After some time in that unit, he was then sent out to some other squads for use in undercover capacities, but the story does not end there.

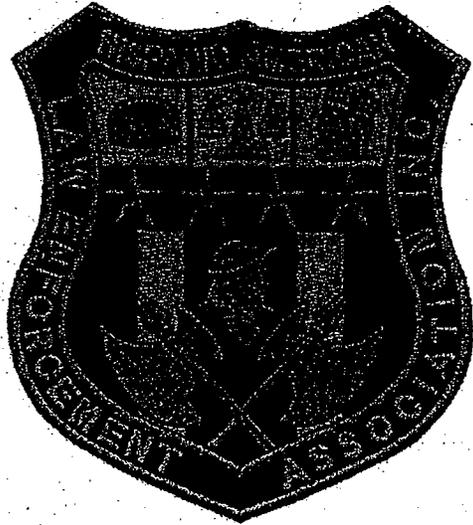
In September 1998, Officer Molina was deployed to Puerto Rico when Hurricane George had devastated the island. A contingency of HALEA Officers responded to Puerto Rico delivering food, water and care packages throughout the island. Officer Molina demonstrated his ability to work hard yet again during these trying times.

During the 9-11 catastrophes Officer Molina, like many other officers, worked long hard hours. Officer Molina's dedication went above and beyond during these horrific times. He never once during these dark days submitted any request for additional payment or overtime.

His dedication to the HALEA recruitment program really measures his loyalty to our community, when denied the opportunity to be trained for the LEEP Program, he requested one week of vacation and attended the recruitment trainer's program on his own time. HALEA recruitment drives speak for itself with over 200+ Hispanic men and Women serving within Jersey City Police and the County of Hudson. Officer Molina is a tireless, dedicated Officer to our recruitment program and these efforts did not go unnoticed. Mayor Healy and Chief Comey of JCPD saw in their wisdom to partner with HALEA and in the summer of 2008 over 750 students attended the joint recruitment venture.

Officer Molina currently is a member of our Elite Emergency Squad whose duties are to respond to the most dangerous of police calls.

We at HALEA are proud to have Officer Frank T. Molina as Officer of the Year.



The Hispanic American Law Enforcement Association (H.A.L.E.A) in association with P.A.C.O. is conducting introductory preparatory classes for prospective candidates for the upcoming entrance exam. H.A.L.E.A.-P.A.C.O has conducted these classes with much success, in the past. Also H.A.L.E.A.-P.A.C.O. has used police officers, who are members of our organization, to conduct seminars. The officers are usually in uniform and volunteer their time so as to coordinate and present an atmosphere that encourages individuals to become police officers. It would be an honor to have you attend classes and increase your chance at a great career. The dates are October 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup>. The location is 211 Sherman Ave. Jersey City NJ. And the times are from 6pm to 10 pm. Each class is different so it is best that you make all three. We normally conduct a minimum of three classes for the Hispanic and minority community, as well as for any resident that wishes to attend. The classes are free of charge and are conducted as a service for the community.

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

City Clerk File No. Res. 10-757

Agenda No. 10.F

Approved: NOV 10 2010

TITLE:



## RESOLUTION APPOINTING LIAM MATTHEW TANELLI AS A MEMBER OF THE JERSEY CITY INCINERATOR AUTHORITY

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated October 29, 2010, that he has appointed **Liam Matthew Tanelli**, of 88 Morgan Street, Apt. 501, Jersey City, New Jersey, as a member of the **Jersey City Incinerator Authority**, replacing John A. Di Staulo who is deceased, for a term to commence immediately upon adoption of this resolution and expire on February 1, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Liam Matthew Tanelli** as a member of the **Jersey City Incinerator Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

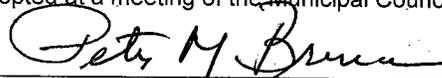
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Peter M. Brennan, President of Council



Robert Byrne, City Clerk



# CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

October 29, 2010

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

Dear President and Council Members,

Kindly be advised that I have appointed **Liam Matthew Tanelli**, of 88 Morgan Street, Apt. 501, Jersey City, New Jersey, as a member of the **Jersey City Incinerator Authority**, replacing John A. Di Staulo who is deceased, for a term to commence upon the adoption of a resolution and expire February 1, 2014.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy".

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
John Kelly, Business Administrator  
Robert Byrne, City Clerk  
Oren Dabney, Chief Executive Director, JCIA  
Rosemary McFadden, Chief of Staff  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Liam Matthew Tanelli

OFFICE OF THE MAYOR

U5 to g = 1 A  
Bd

## WORK EXPERIENCE

UBS Financial Services, New York, NY

Wealth Strategic Associate – The Seminara Group

March 2010 - Present

- Responsible for business development for The Seminara Group. The Seminara Group is one of the largest wealth management teams at UBS with approximately \$750 million assets under management.
- Build tailored financial plans and strategies for existing and potential clients utilizing equities, fixed income, and alternative investments.

Yorkville Advisors, Jersey City, NJ

May 2006 – March 2010

Vice President – Corporate Finance, President EarthShell, LLC, Managing Director Lehigh Acquisition Corp.

Corporate Finance

- Originated, structured and closed over fifteen direct investments (and commitments) with publicly traded and private companies through equity and debt financings for an aggregate sum \$500 million. Including the single largest debt investment in fund history, resulting in \$2.5 million upfront commitment fee, and 85% realized return since consummation.
- Managed \$150 million of the fund's special situations/restructuring efforts in real estate, manufacturing, energy, logistics, digital media, and hospitals. Created \$50 million of additional value through redevelopment, strict cash flow monitoring, cost reductions and asset development.
- Generated greater than \$80 million as a result of deal related performance and fees.
- Sourced more than fifty prospective investment candidates per year through network of Wall Street Investment Banks, business brokers, investor relations firms, existing investee companies, industry conferences and eight hundred personal industry contacts.
- Closed investments using various structures: common and preferred stock, senior and junior secured debentures and statutory underwritings via equity lines of credit with publicly traded companies.
- Investments in the following industries; real estate, manufacturing, shipping, hospitals, oil and gas, digital media, energy, homeland defense, and logistic companies.
- Member of the Junior Investment Committee, responsible for approving all global investments under \$10 million in companies with market capitalizations between \$20 million and \$1 billion.
- Analysis and computation of: technical, financial, valuation, credit and risk models.
- Member of the buy-side equity sales team. In 2008 this team received allocations of \$300 million in registered direct/secondary equities.

Private Equity / Special Situations / Workout Group Highlights:

EarthShell, LLC. (wholly owned subsidiary of Yorkville Advisors) June 2008 – Present

- **President** of EarthShell, LLC a prior NASDAQ \$400 million market capitalization company. Lead the fund to purchase and restructure/ reorganize the entire company in June 2008. Currently run the day to day operations of the company specifically managing the national sales efforts, including sales calls, developing/building/managing the pipeline. Since managing the sales initiative, EarthShell has doubled its national distribution and sales with some of the largest retailers in the United States.
- **Lehigh Acquisition Corp.** (wholly owned subsidiary of Yorkville Advisors) February 2007 - Present
- **Managing Director** of Lehigh Acquisition Corp. ("LAC"). LAC is a real estate development company with assets in Cranford NJ. Solely managing the entitlements, builder remedy litigation, town representative, design, and merger and acquisitions. Since taking responsibility I have increased the development from a 60 unit age restricted development project to a 186 rental development project, creating more than \$25 million incremental present value with future value appreciation potential.

Wachovia Bank, Jersey City, NJ

March 2005 - May 2006

Financial Specialist, Financial Consulting Group

*Rookie of the Year at Wachovia Bank, NA 2005*

- Responsible for sales in all bank products for the Downtown Jersey City office, including bank, financial and insurance products.
- Recorded the second highest commercial deposits in the Atlantic bank for 2005.
- Consistent top performer in all sectors while at Wachovia.

Morgan Stanley- Short Hills, NJ

November 2003 – March 2005

Registered Client Service Representative,

- Member of the top wealth management team in New Jersey, top 50 in the United States.
- Sales responsibilities to structure build and monitor the teams' pipeline.
- Performed asset allocation, modern portfolio theory, rebalancing, presentations, portfolio design and administration.

## MILITARY CAREER

United States Marine Corps

May 1999 – August 2003

MSG-Diplomatic Security

- Provided Counter Intelligence, Anti Terrorism, Emergency Reaction Team, and VIP Protection services in Japan, Kenya and Czech Republic under a Top Secret security clearance. Provided VIP Protection for: President George W. Bush; President James Carter; Secretary of State Colin Powell; Secretary of Defense Donald Rumsfeld and National Security Advisor Dr. Condoleezza Rice.

## EDUCATION

Montclair State University

September 2003 – May 2010

Bachelor of Science in Business Administration, Finance

## LICENSES

- Series 7, 66 and Life and Health Insurance Producer License

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

City Clerk File No. Res, 10-758

Agenda No. 10.6

Approved: NOV 10 2010



**TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH BAYONNE DRYDOCK AND REPAIR CORP. AND HORIZON LINES LLC AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

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

**WHEREAS**, the Fire Department is mandated to provide training to its members, and

**WHEREAS**, due to the proximity to the Hudson River and waterfront, shipboard firefighter training is essential to the members of the Fire Department, and

**WHEREAS**, the Bayonne Drydock and Repair Corp., 100 Port Terminal Blvd., Bayonne, NJ, and Horizon Lines, LLC has offered to provide their facility for training purposes, and

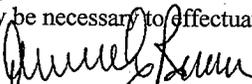
**WHEREAS**, the Bayonne Drydock and Repair Corp. has agreed to provide their facility at no cost to the City for the dates of November 9, 10, 11, and 12, 2010, and

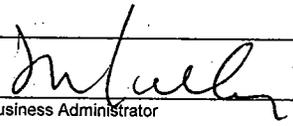
**WHEREAS**, the Bayonne Drydock and Repair Corp. requires indemnification and a letter of insurance from Jersey City, and

**WHEREAS**, Horizon Lines LLC requires indemnification and a letter of insurance from Jersey City, and

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the Bayonne Drydock and Repair Corp. and Horizon Lines, LLC for the use of their facility by the Fire Department for shipboard firefighter training;
2. The Risk Manager is authorized to issue a letter of insurance to the Bayonne Drydock and Repair Corp. to cover this training;
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

**APPROVED:**   
Armando Roman, Director  
Fire & Emergency Services

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

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

Certification Required   
Not Required

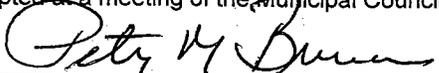
**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-759

Agenda No. 10.H

Approved: NOV 10 2010



**TITLE:** RESOLUTION AUTHORIZING THE GRANTING OF A PERMIT TO PYROTECNICO FIREWORKS FOR A FIREWORKS DISPLAY ON NOVEMBER 20, 2010

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Pyrotecnico Fireworks has applied for a permit to display fireworks on November 20, 2010 on the pier just south of the Hyatt Hotel, Jersey City, New Jersey; and

WHEREAS, the application for fireworks display has been reviewed and approved by the Chief of Police and Firefighter Dennis Nuber, Fire Official, and is in compliance with the regulations of the Fire Prevention Code of the City; and

WHEREAS, Pyrotecnico Fireworks has obtained public liability insurance in the total amount of \$10,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured; and

WHEREAS, N.J.S.A. 21:3-3 provides that the permits for the display of fireworks must be authorized by resolution of the Municipal Council.

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

- (1) A permit be issued to Pyrotecnico Fireworks to display fireworks on the pier just south of the Hyatt Hotel, Jersey City, New Jersey on November 20, 2010; and
- (2) The permit be issued on condition that no fireworks display shall commence 7:30 p.m. on said date for a duration of no more than 12 minutes; and
- (3) The permit be canceled in the event Pyrotecnico Fireworks fails to comply with any of the provisions of the Fire Department Code of the City of Jersey City; and
- (4) A duplicate copy of the application and permit be forwarded to the Bureau of Explosives of the Department of Labor for filing and public inspection.

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

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

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk



JERSEY CITY FIRE DEPARTMENT  
FIRE PREVENTION BUREAU  
465 MARIN BLVD.  
JERSEY CITY, NJ 07302  
(201) 547-4260//FAX (201) 547-5733



The undersigned, carrying on the business of pyrotechnics, manufacturing and the displaying of fireworks at 302 Wilson Road City: New Castle,

State of: Pennsylvania makes application, as required by Law, to have a Public Display of Fireworks, in accordance with the rules and regulations of the City of Jersey City and National Fire Protection Association (NFPA) 1123, Code for Outdoor Display of Fireworks and the National Fire Protection Association (NFPA) 1124, Code for the Manufacturing, Transportation and the Storage of Fireworks.

Violations of any of the conditions imposed by the City of Jersey City, will result in the immediate cancellation of the permit, and steps will be taken to punish the offenders as provided in the Laws of New Jersey, and the Ordinance of the City of Jersey City, New Jersey. This application must be completed and in the Office of the Fire Official 15 days prior to the fireworks display.

NAME OF SPONSOR: Preeti Shah (Simply Stylish, Simply Spotlight)

ADDRESS: 336 W. 37th Street Suite 600 NY, NY 10018

CONTACT PERSON: Preeti Shah PHONE# 917-655-2837

SPECIFIC LOCATION OF DISPLAY: Hyatt Hotel Pier

Jersey City, NJ  
(A dimensional diagram shall be submitted with this application and shall include a discharge site, spectator viewing area(s), parking area and fallout area)

DATE AND HOURS OF DISPLAY: 11-20-10

DURATION OF DISPLAY: 15 minutes

NAME OF PERSON(S) IN CHARGE (ON SITE) --LOADING/DISCHARGING FIREWORKS:  
Ken Furstoss

STATE TRANSPORT ROUTE FROM ENTERING JERSEY CITY TO POINT OF STORAGE AND/OR DISPLAY SITE:  
\_\_\_\_\_

STORAGE SITE OF FIREWORKS PRIOR TO DISPLAY:  
\_\_\_\_\_



**DATE: November 3, 2010**

**SPONSOR**

**Preeti Shah (Simply Stylish, Simply Spotlight)  
336 W. 37<sup>th</sup> Street  
Suite 600  
New York, NY 10018**

**FIREWORKS COMPANY**

**Pyrotecnico  
1640 Garden Rd.  
Vineland, NJ 08360**

**SHOW DATE: November 20, 2010**

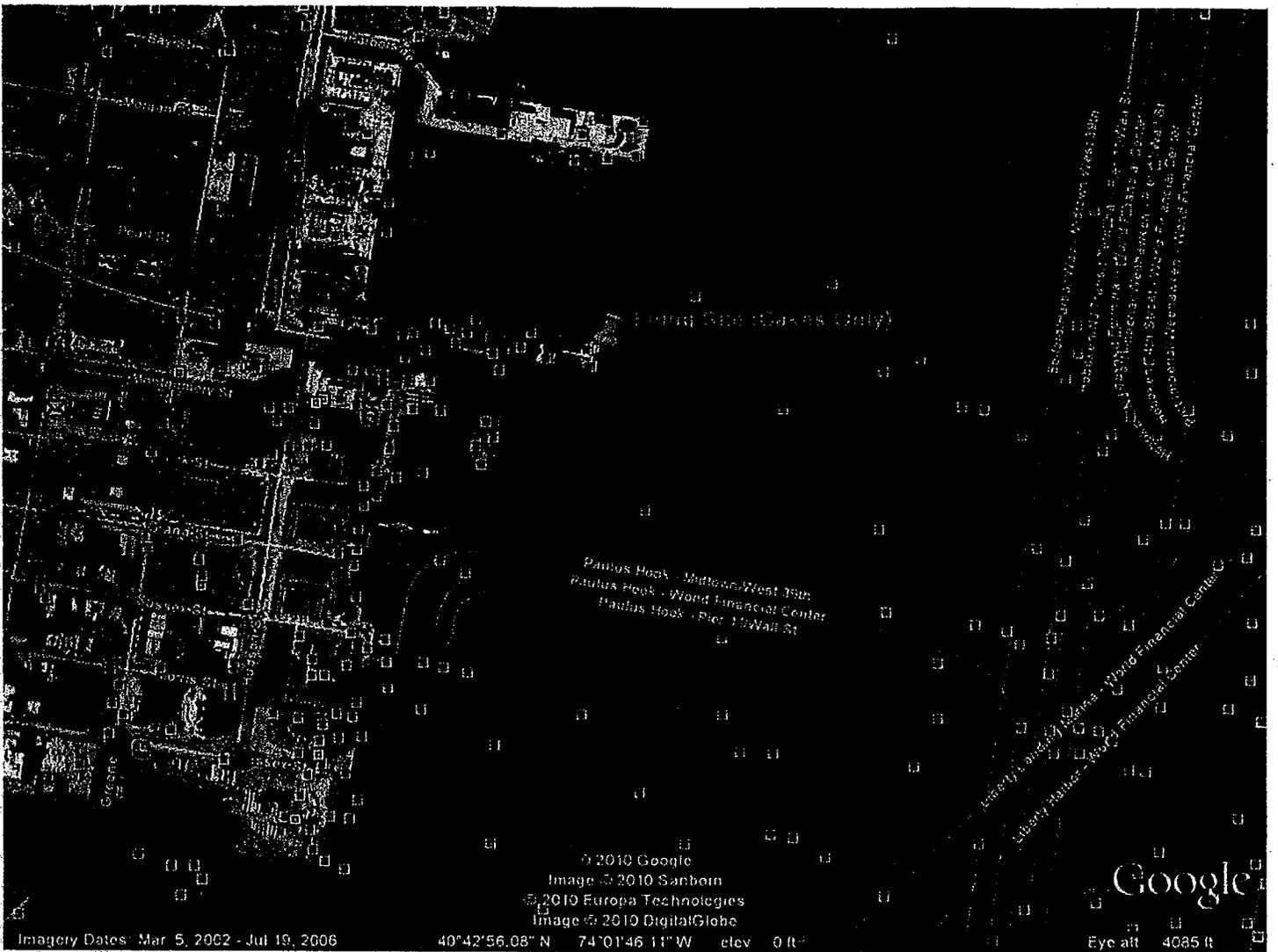
**RAIN DATE: None**

**LOCATION: Hyatt Hotel Pier, Jersey City, NJ**

- 1) Total number of class B Shells being used are approximately: 1100
- 2) Illuminations: 59 Cakes (6924 Shots) – 12 2" Roman Candles (96 Shots)  
Size: 2" Aerial Shells  
Ground Pieces: None
- 3) All shells are DOT approved. EX Numbers are (Please see attached). Only Materials listed and approved by the Bureau of Explosives will be used.
- 4) Display will be electronically fired.
- 5) Delivery to site will be approximately 8am – Set up will take approximately 6 to 8 hours.
- 6) All displays will comply with all requirements as fourth in NJAC 5:70-F3100 and NFPA1123, NFPA1124, NFPA1125, NFPA1126.
- 7) Personnel currently scheduled to represent fireworks display company are:  
Lead: Paul Gaffney Experience: 10 years  
Technician:

Signed:   
Pyrotecnico Representative

Date: November 3, 2010



Paulus Hook - Madison/West 19th  
Paulus Hook - World Financial Center  
Paulus Hook - Pier 11/Wall St

Library Harbor - World Financial Center  
Library Harbor - World Financial Center

Google

Imagery Dates: Mar 5, 2002 - Jul 19, 2006

40°42'56.08" N 74°01'46.11" W elev 0 ft

Eye alt 4085 ft

© 2010 Google  
Image © 2010 Sanborn  
© 2010 Europa Technologies  
Image © 2010 DigitalGlobe

Bond No: 21BSBFH9165  
Bond Amount: \$2,500.00  
Bond Term: 1/30/10 to 1/30/11

THE STATE OF NEW JERSEY  
DEPARTMENT OF LABOR  
OFFICE OF SAFETY COMPLIANCE

SURETY BOND

Discharging, Firing-off, Exploding or Displaying Fireworks,  
at any Public Exhibition or Exhibition.

Know All Men by these Presents, that we S. Vitale Pyrotechnics Ind. Inc. dba Pyrotechnico  
Fireworks Vendor

1640 Garden Road, Vineland, NJ 08360 of (in the County of Cumberland), as  
Fireworks Vendor Street Address County Name

Principal, are held and stand firmly bound unto the Treasurer and Receiver General of the State of New Jersey in the just sum of TWO THOUSAND FIVE HUNDRED dollars (\$2,500) to be paid to the Treasurer and Receiver General or his successor in office, to which payment well and truly to be made, we hereby jointly and severally bind ourselves, our respective heirs, executors and administrators, successors and assigns, firmly by these presents.

The Condition of this Obligation, is such that if the said, Hartford Fire Insurance Company, his heirs, executors and administrators, successors and assigns, shall pay any judgment obtained in an action brought against the said S. Vitale Pyrotechnics Ind. Inc. dba Pyrotechnico for discharging,  
Fireworks Vendor Name

firing-off, exploding or displaying of said fireworks at any public exhibition or exhibitions hereof, for or on account of any loss, damage or injury resulting to persons or property by reason of the said discharging, firing-off, exploding or displaying of said fireworks, at said public exhibition or exhibitions; provided that said judgment is obtained in an action brought within a period of twelve months following the date of the public exhibition or exhibitions, in which cause of said action is alleged to have occurred, this obligation shall be void, otherwise it shall remain in full force and effect. The maximum amount of said bond shall in no way exceed the face amount of said bond no matter how many claims are made on said bond, in each Municipality, per display.

In Witness Whereof, we hereunto set our hands and seals, this 2nd day of February, 2010 .

S. Vitale Pyrotechnics Ind. Inc. dba Pyrotechnico  
Principal

Beth Stone  
WITNESS

Edward W. Edwards, II  
WITNESS

Hartford Fire Insurance Company  
Mark W. Edwards, II  
Attorney In Fact Mark W. Edwards, II

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE,  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-250036

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

*R. E. Daniels, Shelby E. Daniels of Pensacola, FL;  
William P. Hopkins Jr. of Atlanta, GA;*

*Mark W. Edwards II, Jeffrey M. Wilson, Ronald B. Giedrosich of Birmingham, AL*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholz*

Paul A. Bergenholz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

} ss. Hartford

COUNTY OF HARTFORD

On this 1<sup>st</sup> day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, (the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Pasela*

Scott E. Pasela  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 2, 2010 Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

FIREWORKS DISPLAY  
HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of JERSEY CITY  
and Pyrotecnico (Contractor).

WITNESSETH:

1. Pyrotecnico (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of JERSEY CITY from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$1,000,000.00

General Liability: \$5,000,000.00

Automobile Liability: \$1,000,000.00

Umbrella Liability: \$5,000,000.00

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: FIREWORKS Date: 11/20/10 Rain Date: NONE

Dated: 11/1/10 Signed: [Signature]

(Contractor)

Witness: Raguel R. Flowers



U.S. Department  
of Transportation

Eastern Service Center  
Operations Support Group  
AJV-E2

1701 Columbia Ave.  
College Park, GA 30337

November 2, 2010

Ms. Raquel Flowers  
Fireworks Coordinator, Pyrotechnico  
1640 Garden Road  
Vineland, NJ 08360

Dear Ms. Flowers:

We received your letter regarding your proposed fireworks display for Hyatt Hotel Pier, Jersey City, NJ.

**Location of Show: Hyatt Hotel Pier, Jersey City, NJ**  
**Lat/Long: 40-43-00.64N / 074-01-48.11W**  
**Date of the show: November 20, 2010**  
**Rain Date: None**  
**Approximate Start Time: 7:0pm**  
**Duration of Firework Display: Less than 30 minutes**  
**Height of Fireworks: Will not exceed 20 feet Above Ground Level**

**Steps to be taken by Firework Company:**

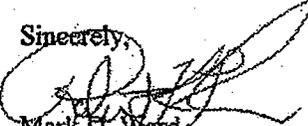
→ Fireworks staff should remain vigilant to ensure that no aircraft are in the area prior to beginning the fireworks display.

Our office has no objection to this event provided all the above notifications and precautions are met.

This letter disposes of the Federal Aviation Administration's interest in this matter but should not be construed as superseding or invalidating any existing rules or regulations promulgated by any other federal, state, county, or municipal government, which may be required for this display. Please be sure to include on all future display request more accurate locations or longitude and latitudes for display.

If you have any questions concerning this event, please contact Rob Kiser at (404) 305-5605.

Sincerely,

  
Mark D. Ward

Group Manager, Operations Support  
Eastern Service Area  
Air Traffic Organization



**Headquarters**

P.O. Box 149  
New Castle, PA 16103

OFFICE  
724. 652. 9555  
800. 854. 4705

FAX  
724. 652. 1288

EMAIL  
info@pyrotecnico.com

WEB  
www.pyrotecnico.com

**U.S. Locations**

Atlanta, GA	877. 924. 0102
Las Vegas, NV	800. 956. 7976
Montgomery, AL	800. 255. 1199
New Orleans, LA	800. 783. 2513
Tampa, FL	888. 352. 7976

**November 3, 2010**

**Preeti Shah – Simply Stylish, Simply Spotlight**  
336 W. 37<sup>th</sup> Street  
Suite 600  
New York, NY 10018

**Dear Preeti:**

**A representative from our company will do a first light inspection at The Hyatt Hotel Pier, Jersey City, New Jersey the morning of first light on November 21, 2010. We will be responsible for policing the fireworks display and search for and disposing of unfired fireworks.**

**Please also be aware that we do police the area after the fireworks display has been completed. This is our procedure for all of our shows.**

**If you have any questions, please do not hesitate to contact our office at 856-697-1023.**

**Sincerely,**

**Raquel L. Flowers**  
**Fireworks Coordinator**

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

City Clerk File No. Res. 10-760

Agenda No. 10.1



TITLE:

## WITHDRAWN

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING AN EASTBOUND, NEAR-SIDE BUS STOP ON CONGRESS STREET @ OGDEN AVENUE, ALL TIMES; A WESTBOUND, NEAR-SIDE BUS STOP ON CONGRESS STREET @ PALISADE AVENUE, ALL TIMES; A WESTBOUND, NEAR-SIDE BUS STOP ON EIGHTH STREET @ JERSEY AVENUE, MON. - FRI., 6:30 A.M. TO MIDNIGHT AND AN EASTBOUND, FAR-SIDE BUS STOP ON NINTH STREET @ McWILLIAMS PLACE, DAILY 6:00 A.M. TO 11:00 P.M. AND DESIGNATE AN EASTBOUND, NEAR-SIDE BUS STOP ON CONGRESS STREET @ PALISADE AVENUE, ALL TIMES AND A WESTBOUND, FAR-SIDE BUS STOP ON CONGRESS STREET @ PATERSON PLANK ROAD, ALL TIMES AND A WESTBOUND, NEAR-SIDE BUS STOP ON EIGHTH STREET @ WEST HAMILTON PLACE, MON. - FRI., 6:30 A.M. TO MIDNIGHT

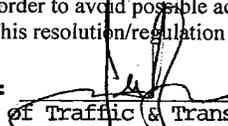
The Municipal Council as a whole resolution:

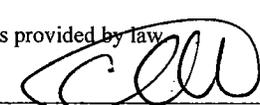
offered and moved adoption of the following

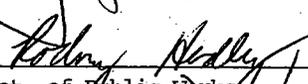
**WHEREAS**, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations amending, designating and/or deleting bus stops; and  
**WHEREAS**, the provisions of Section 3-69(A)(C)(6) of the Code of the City of Jersey City provide that the Municipal Engineer 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 both vehicular and pedestrian safety, that the attached regulations be promulgated (Nos. 10-066 through 10-070) designating and deleting a bus stop at the locations described; and

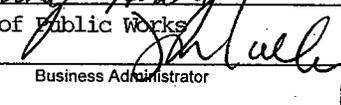
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City; that

- a. The attached regulations shall be a part of the Manual of Bus Stop Designations of the City of Jersey City
  - (10-067) Delete an eastbound near-side bus stop on Congress Street @ Ogden Avenue, all times  
Delete a westbound near-side bus stop on Congress Street @ Palisade Avenue, all times
  - (10-068) Delete a westbound near-side bus stop on Eighth Street @ Jersey Avenue, Mon.-Fri., 6:30 a.m. to Midnight
  - (10-070) Delete an eastbound far-side bus stop on Ninth Street @ McWilliams Place, Daily, 6:00 a.m.-11:00 p.m.
  - (10-066) Designate an eastbound near-side bus stop on Congress Street @ Palisade Avenue, all times  
Designate a westbound far-side bus stop on Congress Street @ Paterson Plank Road, all times
  - (10-069) Designate a westbound near-side bus stop on Eighth Street @ West Hamilton Place, Mon.-Fri., 6:30 a.m. to Midnight
- b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.
- c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.
- d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED:   
 Director of Traffic & Transportation

APPROVED:   
 Municipal Engineer

APPROVED:   
 Director, Dept. of Public Works

APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM

  
 Corporation Counsel

JDS:pcl  
 (2nd orig 10.26.10)

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								11/10/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VELASQUEZ, JR.			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

## WITHDRAWN

Robert Byrne, City Clerk

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

**1. Full title of ordinance/ resolution/cooperation agreement:**

A resolution supplementing the Manual of Bus Stop Designations of the City of Jersey City repealing an eastbound, near-side bus stop on Congress Street @ Ogden Avenue, all times; a westbound, near-side bus stop on Congress Street @ Palisade Avenue, all times; a westbound, near-side bus stop on Eighth Street @ Jersey Avenue, Mon. - Fri., 6:30 a.m. to Midnight and an eastbound, far-side bus stop on Ninth Street @ McWilliams Place, Daily 6:00 a.m. to 11:00 p.m. and designate an eastbound, near-side bus stop on Congress Street @ Palisade Avenue, all times, a westbound, far-side bus stop on Congress Street @ Paterson Plank Road, all times and a westbound, near-side bus stop on Eighth Street @ West Hamilton Place, Mon. - Fri., 6:30 a.m. to Midnight

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works

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

Delete an eastbound near-side bus stop on Congress Street @ Ogden Avenue, all times  
Delete a westbound near-side bus stop on Congress Street @ Palisade Avenue, all times  
Delete a westbound near-side bus stop on Eighth Street @ Jersey Avenue, Mon.-Fri., 6:30 a.m. to Midnight  
Delete an eastbound far-side bus stop on Ninth Street @ McWilliams Place, Daily, 6:00 a.m.-11:00 p.m.  
Designate an eastbound near-side bus stop on Congress Street @ Palisade Avenue, all times  
Designate a westbound far-side bus stop on Congress Street @ Paterson Plank Road, all times  
Designate a westbound near-side bus stop on Eighth Street @ West Hamilton Place, Mon.-Fri., 6:30 to Midnight.

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

The bus stops on Eighth Street are changed to accommodate a disabled woman who lives on Coles Street. NJ Transit has approved the change in location.  
The bus stop on Ninth Street is repealed to create more parking in the neighborhood. NJ Transit has approved the change.  
The bus stops on Congress Street are changed at the request of Councilman Gaughan.

**5. Anticipated benefits to the community:**

Provide better access to the bus stops and restore parking spaces in the neighborhood.

**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 contribute**

No cost to the City. New Jersey Transit will remove and install the bus stop signs.

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

Upon adoption by the Municipal Council

**8. Anticipated completion date:**

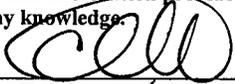
Twenty Days after adoption by the Jersey City Municipal Council

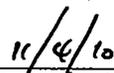
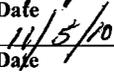
**9. Person responsible for coordinating proposed program, project, etc.:**

Monte Zucker, Division of Engineering, Traffic and Transportation, ex. 4468

**10. Additional comments:**

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

  
Municipal Engineer  
  
Signature of Department Director

  
Date  
  
Date

CITY OF  
**JERSEY CITY**

DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR  
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 10-066

October 26, 2010

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**BUS STOP REGULATION  
DESIGNATED**

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

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

**STREET**

**HOURS**

1. Congress Street, eastbound on the southerly side at:  
a. Palisade Avenue - (near-side)  
Beginning at the westerly curb line of Palisade Avenue and extending to a point 105 feet westerly therefrom. All Times
  
2. Congress Street, westbound on the northerly side at:  
a. Paterson Plank Road - (far-side)  
Beginning at the westerly curb line of Paterson Plank Road and extending to a point 100 feet westerly therefrom. All Times

Division of Engineering, Traffic and Transportation

Joao D. Souza, Director of Traffic & Transportation

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

10-27-10

Approved by Municipal Council Resolution

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

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

RODNEY HADLEY, DPW DIRECTOR  
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 10-067

October 27, 2010

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BUS STOP REGULATION  
REPEALED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

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

STREET	HOURS
1. [ <i>Congress Street, eastbound on the southerly side at: a. Ogden Avenue - (near-side) Beginning at the westerly curb line of Ogden Avenue and extending to a point 105 feet westerly therefrom.</i> ]	<i>All Times</i>
2. [ <i>Congress Street, westbound on the northerly side at: b. Palisade Avenue - (near-side) Beginning at the easterly curb line of Palisade Avenue and extending to a point 105 feet easterly therefrom.</i> ]	<i>All Times</i>

Division of Engineering, Traffic and Transportation

Joao D Souza, Director of Traffic & Transportation

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

Approved by Municipal Council Resolution

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

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

RODNEY HADLEY, DPW DIRECTOR  
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 10-068

October 22, 2010

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**BUS STOP REGULATION  
REPEALED**

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

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

**STREET**

**HOURS**

1. *[Eighth Street, westbound on the northerly side at:  
a. Jersey Avenue – (near-side)  
Beginning at the easterly curb line of Jersey Avenue and  
extending to a point 105 feet easterly therefrom.]*

*Mon. – Fri.  
6:30 a.m. to Midnight*

Division of Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

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

*10-27-10*

Approved by Municipal Council Resolution

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

CITY OF  
**JERSEY CITY**

DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR  
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 10-069

October 22, 2010

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**BUS STOP REGULATION  
DESIGNATED**

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

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

**STREET**

**HOURS**

1. Eighth Street, westbound on the northerly side at:

Mon. – Fri.

a. West Hamilton Place - (near-side)

6:30 a.m. to Midnight

Beginning at the easterly curb line of West Hamilton Place and extending to a point 105 feet easterly therefrom.

Division of Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

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

10-27-10

Approved by Municipal Council Resolution

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

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

RODNEY HADLEY, DPW DIRECTOR  
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 10-070

October 22, 2010

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BUS STOP REGULATION  
REPEALED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

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

STREET

HOURS

1. *[Ninth Street, eastbound on the southerly side at:*

*Daily.*

*a. McWilliams Place – (far-side)*

*6:00 a.m. to 11:00 p.m.*

*Beginning at the easterly curb line of McWilliams Place and extending to a point 100 feet easterly therefrom.]*

Division of Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

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

10.27.10

Approved by Municipal Council Resolution

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



SOUTH

54

74

CLARK'S

NEW YORK AV.

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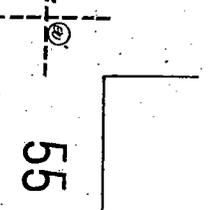
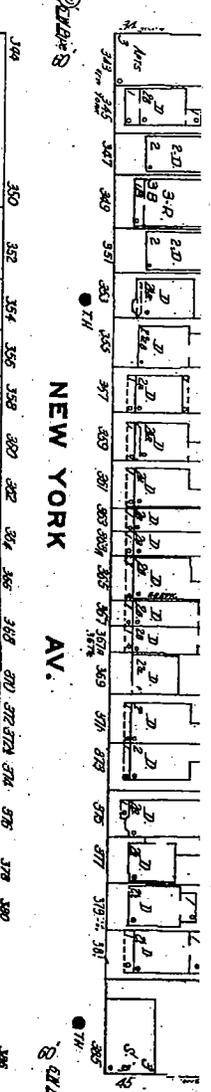
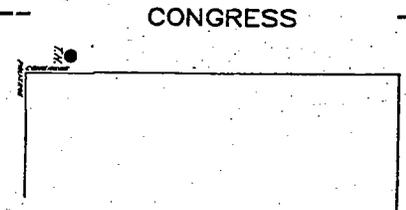
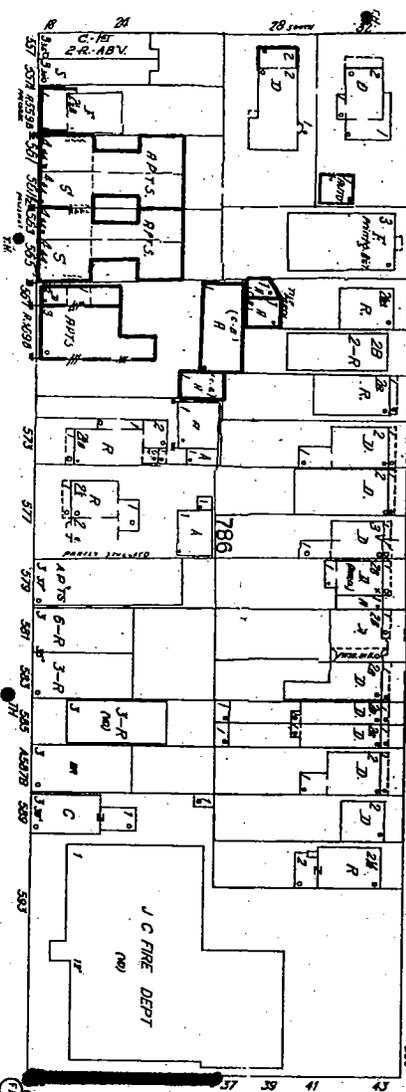
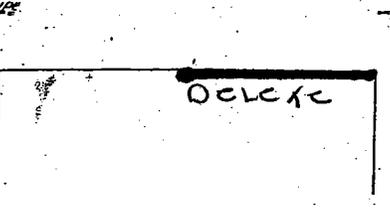
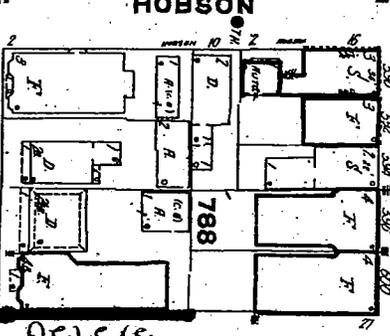
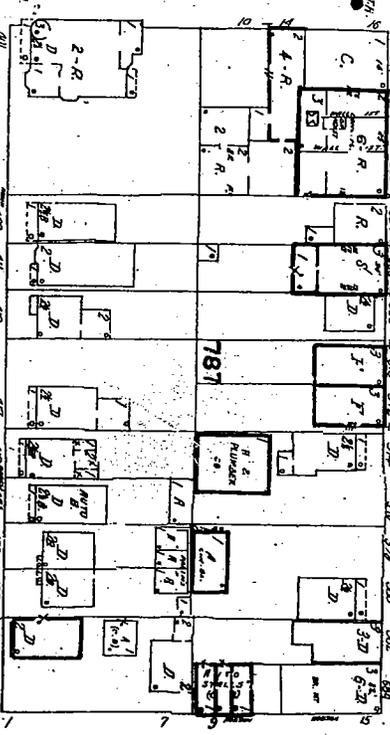
27' W.C. 25

PALISADE AV.

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27' W.C. 25

27' W.C. 25

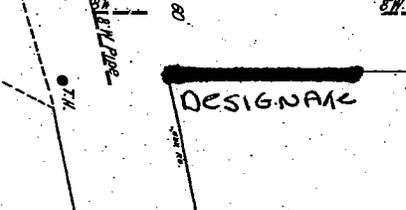
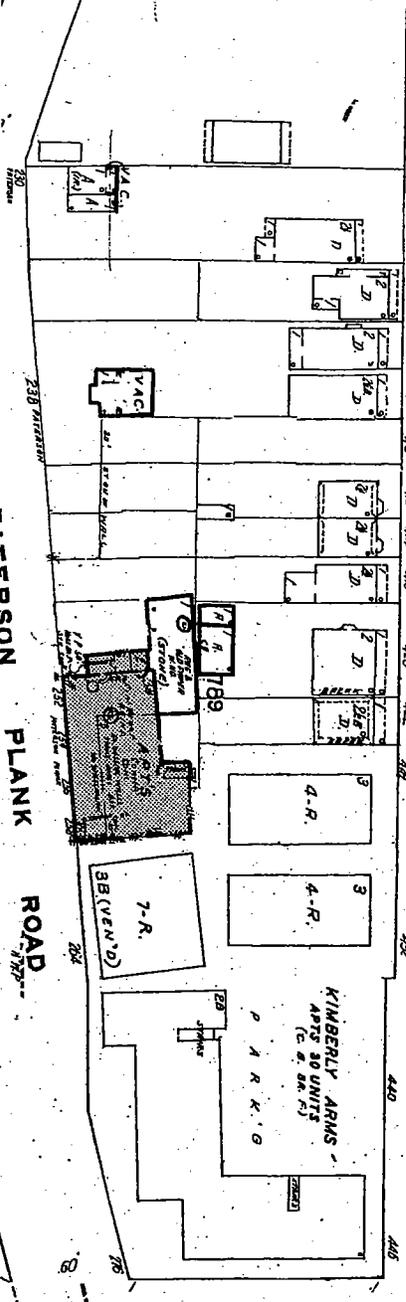


OGDEN AV.

HOBSON

EN. PIP.

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ROBSON PLANK ROAD

NEW PIP.

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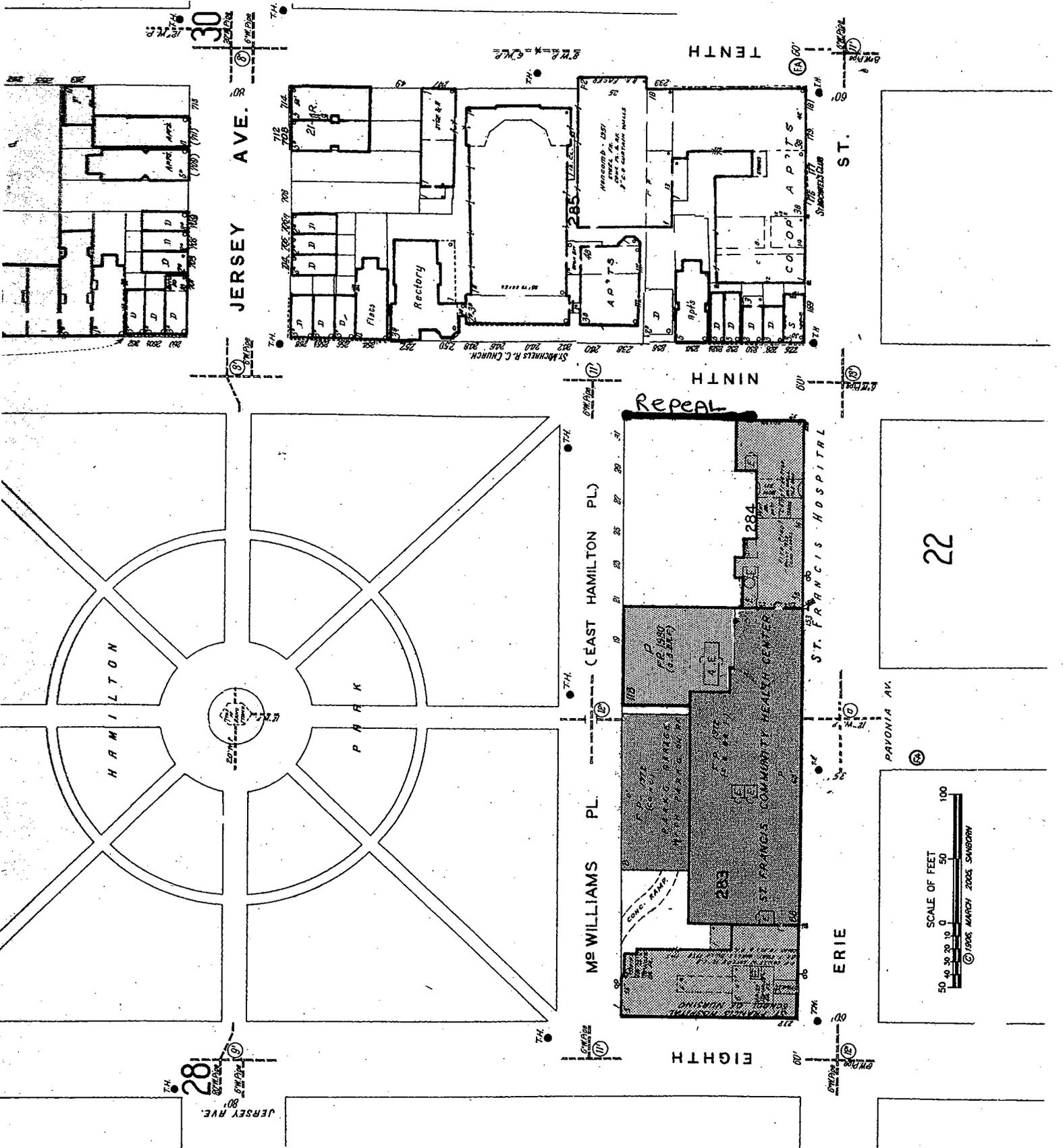
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JERSEY AVE.

28

HAMILTON

PARK

MS WILLIAMS PL.

EAST HAMILTON PL.

ERIE

JERSEY AVE.

283

284

285

Rectory

Apts

St. Francis Community Health Center

St. Francis Hospital

RAYONIA AV.

EIGHTH

NINTH

TENTH

SCALE OF FEET

© 1968, MARCH 2005, SANDRBY



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

City Clerk File No. Res. 10-761

Agenda No. 10.J

Approved: NOV 10 2010

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE BLOCK 200 STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3, or "an area in need of rehabilitation", as defined by NJSA 40A:12A-14.; and

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

**WHEREAS**, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

**WHEREAS**, the study area contains vacant land and structures that appears to exhibit the characteristics qualifying as an area in need of redevelopment and/or rehabilitation; and

**WHEREAS**, the study area is consistent with the attached map labeled "Block 200 Study Area Boundary Map" dated October 29, 2010; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment" or an "area in need of rehabilitation," and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

*Robert D. Cotter*

Robert D. Cotter, Director  
Division of City Planning

APPROVED: *Carl Sapich*

APPROVED AS TO LEGAL FORM

APPROVED: *Jon Luber*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0  
11/10/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*

Peter M. Brennan, President of Council

*Robert Byrne*

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE BLOCK 200 STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION**

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

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

**3. Concise Description of the Plan Proposed in the Resolution:**

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of an "area in need of redevelopment" or an "area in need of rehabilitation" warranting the adoption of a redevelopment plan for the area.

**4. Reasons for the Proposed Plan:**

This resolution authorizes the planning Board to study portions of Block 200 with the attached map labeled "Block 200 Study Area Boundary Map" dated October 29, 2010. The study area contains vacant land and structures that appears to exhibit the characteristics qualifying as an area in need of redevelopment and/or rehabilitation. If the requisite conditions are determined to exist, it allows for the review and recommendation to the Municipal Council a proposed Redevelopment Plan, which shall include the said property within the Plan.

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

The continued existence of these lands in their vacant and underutilized condition is a detriment to the community. Through the powers of the redevelopment statutes, a unified redevelopment of these blocks can be supported.

**6. Cost of Proposed Program, Project, etc.:** \$0.00, all work done in house

**7. Date Proposed Program or Project will commence:** Upon Adoption

**8. Anticipated Completion Date:** N/A

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

Robert D. Cotter, Director, City Planning 547-5050  
Jeffrey Wenger, Principal Planner 547-5453

**10. Additional Comments:** None

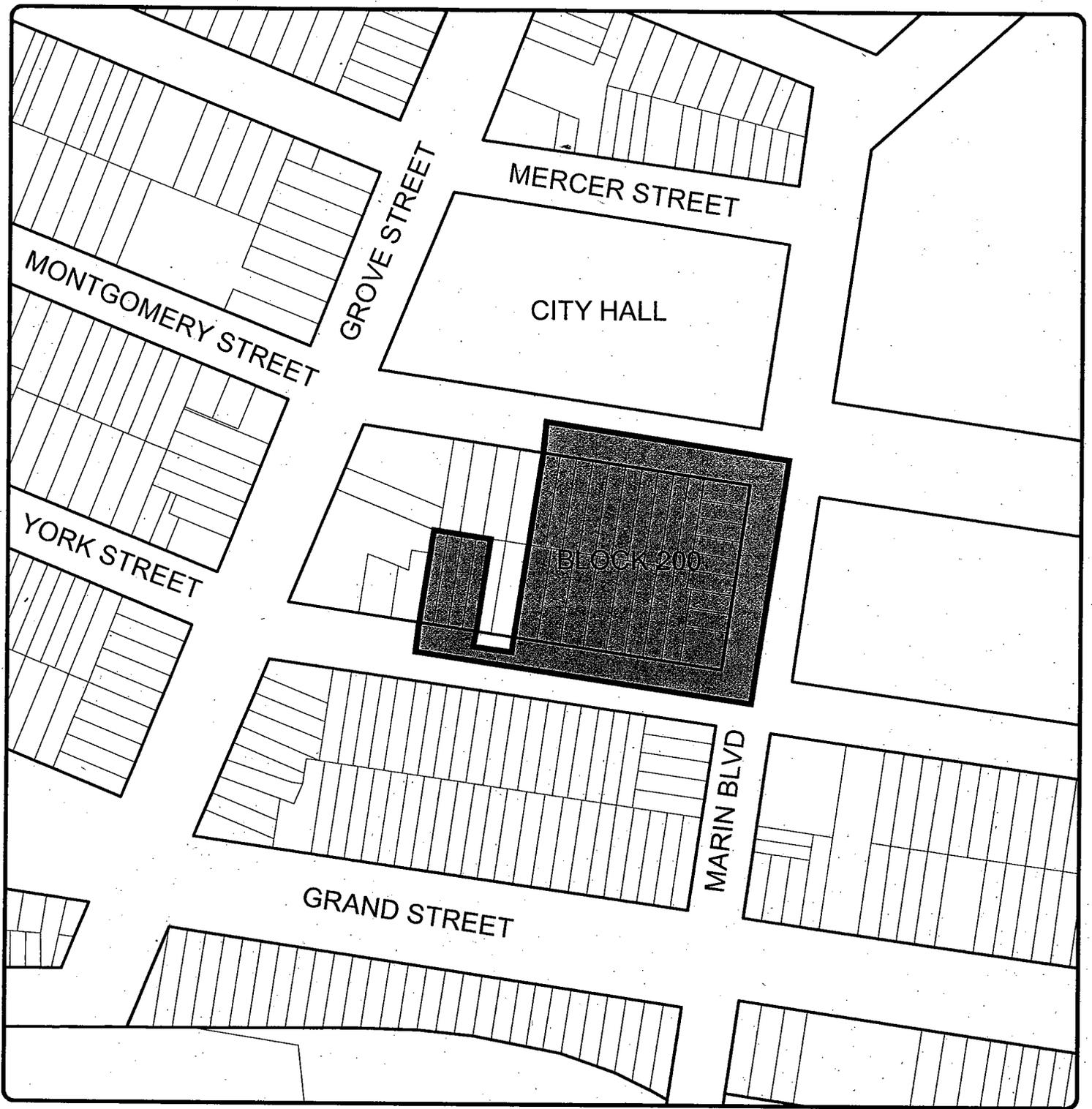
I Certify that all the Facts Presented Herein are Accurate.

  
Division Director

29 OCT 2010  
Date

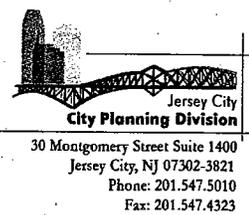
  
Department Director Signature

\_\_\_\_\_  
Date

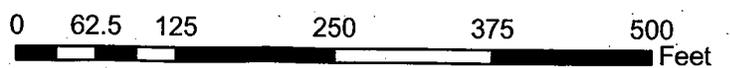


**BLOCK 200 STUDY AREA  
BOUNDARY MAP**

**OCTOBER 29, 2010**



1 inch = 150 feet



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

City Clerk File No. Res. 10-762

Agenda No. 10.K

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, each year a Unified Planning Work Program including the Jersey City Subregional Transportation Planning (STP) Program is developed by the North Jersey Transportation Planning Authority (NJTPA), and

**WHEREAS**, the Jersey City Division of City Planning is the designated Subregional Transportation Planning agency for the City of Jersey City; and

**WHEREAS**, the NJTPA has approved \$71,976.25 for implementation of Fiscal Year 2011 STP Program; and

**WHEREAS**, of the funding available as of July 1, 2010, the Federal Highway Authority (FHWA) contributes \$43,185.75, the Federal Transit Administration (FTA) contributes \$14,395.25 and the local match is \$14,395.25;

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

1. The City of Jersey City is hereby authorized to enter into a Basic Agreement with the North Jersey Transportation Planning Authority and New Jersey Institute of Technology; and
2. The Mayor and/or Business Administrator are authorized to accept this Basic Agreement and to take such other steps as may be necessary to effectuate the purpose of this resolution.

APPROVED: Paul Gasplido

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
						11/10/10					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution:**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS

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

Naomi Hsu, AICP, PP, Senior Planner Transportation, Division of City Planning

**3. Concise Description of the Plan Proposed in the Resolution:**

Accepts grant funds from NJTPA to pay for transportation planning efforts.

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

Jersey City is required to produce transportation plans to qualify for financial assistance for transportation improvements. The state and federal governments contribute 80% of the funds for this planning effort. Jersey City contributes the other 20%, which is considered met by the fringe benefits cost of the employee and City staff time.

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

Transportation improvements are needed throughout the city. The transportation planner coordinates the transportation planning efforts of the city, manages transportation studies, and serves as the liaison with the NJTPA.

**6. Cost of Proposed Plan, etc.:**

\$14,395.25. This amount is the "local match" which is satisfied by the fringe benefit package and City staff time

**7. Date Proposed Plan will commence:**

July 1, 2010

**8. Anticipated Completion Date:**

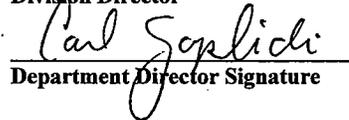
June 30, 2011

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

Robert D. Cotter, AICP, PP, Director, Division of City Planning 547-5010  
Naomi Hsu, AICP, PP, Senior Planner Transportation, Division of City Planning 547-5010

**10. Additional Comments: None**

I Certify that all the Facts Presented Herein are Accurate.

  
Division Director  
  
Department Director Signature

28 OCT 2010  
Date  
10/28/10  
Date

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

City Clerk File No. Res. 10-763

Agenda No. 10.1

Approved: NOV 10 2010

TITLE:



## RESOLUTION APPROVING THE APPOINTMENT OF MUNICIPAL PROSECUTORS FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERMS OF ONE YEAR

**COUNCIL  
Resolution:**

**offered and moved adoption of the following**

**WHEREAS, N.J.S.A. 2B:25-4** provides that each Municipal Court in New Jersey shall have a Chief Municipal Prosecutor and Municipal Prosecutors to serve for terms of one year from the date of their appointments; and

**WHEREAS, under N.J.S.A. 2B:25-5a,** Municipal Prosecutors shall prosecute all offenses within the statutory jurisdiction of the Municipal Court as defined by law, including but not limited to municipal ordinance and municipal code violations pertaining to zoning, land or property use regulation, property maintenance, building or construction; and

**WHEREAS, the Mayor has also appointed following Municipal Prosecutors of the City of Jersey City for a one year term:**

- (1) **Linda Aristondo** residing at 288 Barrow Street, Jersey City, New Jersey 07302;
- (2) **Steven Hummel** residing at 1077 River Road, Edgewater, New Jersey 07020;
- (3) **Armando Molina** residing at 41 Jefferson Street, Metuchen, New Jersey 08840;
- (4) **Mark C. Curtis** residing at 53 Garrison Avenue, Jersey City, New Jersey 07306;
- (5) **Alan Pearlman** residing at 11 Short Hills Lane, Scotch Plains, New Jersey 07076;
- (6) **Paul Scalia** residing at 3571 Kennedy Boulevard, Jersey City, New Jersey 07307;
- (7) **Joseph Talafous** residing at 10 Huron Avenue, Jersey City, New Jersey 07306;
- (8) **James McCaffery** 102-B Shearwater Court, Jersey City, New Jersey 07305
- (9) **Jay Yacker** residing at 1025 Park Avenue Plaza, Hoboken, New Jersey 07030.

which appointments are subject to the advice and consent of the Municipal Council.

**WHEREAS, the Mayor has also appointed the following Part-Time Municipal Prosecutors on an as needed basis for the City of Jersey City for a one year term:**

- (1) **Nora Kallen**, residing at 100 Dudley Street, Apt. 2233, Jersey City, NJ 07302;
- (2) **Raymond Reddington**, residing at 93 Brookside Avenue, Caldwell, NJ 07006;
- (3) **Stevie Chambers**, residing at 294 Varick Street, Apt. 2, Jersey City, NJ 07302.

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

1. The appointments of **Linda Aristondo, Steven Hummel, Armando Molina, Mark C. Curtis, Alan Pearlman, Paul Scalia, Joseph Talafous, James McCaffery and Jay Yacker**, as Municipal Prosecutors, be and are hereby approved with one year terms of office to commence on or about July 1, 2010 and to expire on June 30, 2011.

TITLE:

**RESOLUTION APPROVING THE APPOINTMENT OF MUNICIPAL PROSECUTORS FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERMS OF ONE YEAR**

- 2. The appointments of **Nora Kallen, Raymond Reddington and Stevie Chambers** as Part-Time Municipal Prosecutors on an as needed basis, be and are hereby approved with one year terms of office to commence on or about July 1, 2010 and to expire on June 30, 2011.
- 3. The Chief Municipal Prosecutor and the Municipal Prosecutors shall be compensated on an hourly, per diem, or annual basis in an amount to be determined by the Mayor or Business Administrator.

WM/igp  
11/3/10

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 5-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
						11/10/10					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO		✓		GAUGHAN		✓		FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

## Office of the Corporation Counsel

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

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

November 3, 2010

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

**Re: Resolution Approving the Appointment of Municipal Prosecutors  
for the Jersey City Municipal Court to Serve for a One Year Term**

Dear Council President and Members of the Municipal Council:

The City Council previously rejected a resolution that would have reappointed the Municipal Prosecutors serving in the Jersey City Municipal Court because of the Council's position that the City would save money by having these prosecutors serve under professional service contracts as opposed to being employees. The Council has stated that the City could save significant monies by not providing health care benefits to prosecutors and by just paying them a lump sum as their annual salary for their one-year appointment. We are respectfully requesting that the Council reconsider and approve the Resolution reappointing the municipal prosecutors so that they can continue to serve as employees because it is our belief that by discontinuing their employee status, we will lose many qualified municipal prosecutors that will lead to a disruption in the administration of justice at the Jersey City Municipal Court, which in the long run will ultimately cost the City money.

Many of the Municipal Prosecutors have been serving in the Court for years. One of the primary incentives for them to serve are health benefits, the denial of which is the impetus behind the Council's attempt at costs savings. Another important incentive is the fact that they are part of the City Pension System. As you may recall, we reduced the salaries of Municipal Prosecutors significantly last year. By terminating their employee status, not only will their health benefits be denied, but they will also be removed from the pension system. Several Municipal Prosecutors have served for many years on the reliance that based upon their good service, they would ultimately be able to enjoy a pension. We believe that by terminating their employment status we will lose many talented municipal prosecutors, which would lead to a disruption of the administration of justice in our Municipal Court.

Violations of City ordinances and other matters that generate revenue to the City are handled by municipal prosecutors. The City receives millions of dollars of revenues from the efficient prosecution of these matters, which could be jeopardized if we lost experienced

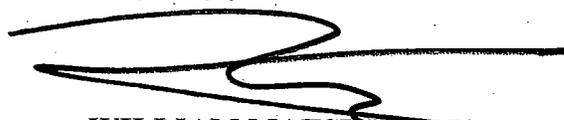
Municipal Prosecutors. Additionally, experienced prosecutors economically manage police overtime, which produces savings of hundreds of thousands of dollars.

As you are aware, Assignment Judge Maurice Gallipoli has voiced similar concerns to Mayor Healy in a letter dated October 6, 2010, which was copied to all of the City Council. In addition to Judge Gallipoli, the exact same concerns that we are communicating to you are shared by Chief Municipal Judge Nesle Rodriguez and Hudson County Prosecutor Ed DeFazio.

Nevertheless, we have come up with an alternative plan to save money at the Municipal Court. Upon his appointment to the Municipal Council, Ray Velazquez retired as a Municipal Judge. It has been determined that there is no need to fill Mr. Velazquez's vacancy, which will save the City over \$40,000. We are also not reappointing former Judge Wilson Campbell, who resigned and had a salary of \$53,515. Additionally, we have decided not to reappoint a hold over municipal judge, which will save the City another \$60,000. Finally, we have decided to appoint one less municipal prosecutor and continue the long standing tradition of having one of the night courts serviced by an Assistant Corporation Counsel which will save the City nearly \$56,000. If we were to eliminate the health care benefits of the ten (10) current municipal prosecutors, the City would save close to \$182,000. Under our plan, the City would save nearly \$219,437, a superior savings of \$37,466. A chart explaining computations is attached hereto. Moreover, by switching Prosecutors, we risk losing hundreds of thousands of dollars if the Courts are not operated as efficiently as they are now.

Because we believe that it is important for the administration of justice at the Municipal Court, which generates significant revenues for the City, to maintain the Municipal Prosecutors as employees, we are respectfully requesting that you vote in the affirmative on the resolution before you.

Very truly yours,



**WILLIAM MATSIKOUDBIS**  
**CORPORATION COUNSEL**

WM/igp  
Enclosure

c: Jerramiah T. Healy, Mayor  
John Kelly, Business Administrator  
Rosemary McFadden, Chief of Staff  
Honorable Maurice J. Gallipoli, A.J.S.C.  
Honorable Nesle Rodriguez  
Robert Byrne, City Clerk

<b>Employee</b>	<b>No. of Dependents</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Prosecutor One	3	\$1,429.45	\$17,153.40
Prosecutor Two	5	\$1,293.56	\$15,522.66
Prosecutor Three	1	\$878.83	\$10,545.90
Prosecutor Four	1	\$1,779.89	\$21,358.73
Prosecutor Five	3	\$2,056.65	\$24,679.80
Prosecutor Six	3	\$2,058.00	\$24,696.00
Prosecutor Seven	4	\$2,053.73	\$24,644.70
Prosecutor Eight	3	\$1,428.78	\$17,145.30
Prosecutor Nine	2	\$1,281.02	\$15,372.24
Prosecutor Ten	1 (self)	\$904.37	\$10,852.44
<b>Total</b>		<b>\$15,164.28</b>	<b>\$181,971.17</b>

Potential Prosecutor Health Care Benefits Savings:

\$181,971.17

(1) Less two Judges' Salaries and Health Care Benefits

Ana Moriera           \$ 62,139.44  
Ray Velasquez       \$ 47,782.40  
Wison Campbell      \$ 53,515.60  
\$163,437.44

(2) Less one Prosecutor's  
Salary and Benefits

\$ 56,000.00  
\$219,437.44

**Minus (1) and (2)**

**\$37,466.27**

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

City Clerk File No. Res. 10-764

Agenda No. 10.M

Approved: NOV 10 2010



**TITLE:**

**RESOLUTION AWARDING PROFESSIONAL SERVICES AGREEMENTS TO ATTORNEYS-AT-LAW OF THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR THE 2011 FISCAL YEAR**

**COUNCIL**  
Resolution:

offered and moved adoption of the following

**WHEREAS**, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

**WHEREAS**, the prior professional services agreements expired on June 30, 2010; and

**WHEREAS**, each attorney named on the list attached hereto is licensed to practice law in the State of New Jersey, has experience in criminal law and is otherwise qualified to serve as Public Defender; and

**WHEREAS**, each attorney will enter into a professional services agreement with the City of Jersey City to serve as a Public Defender for a period not to exceed one year effective as of July 1, 2010; and

**WHEREAS**, the professional services agreement for any of the participating attorneys may be cancelled at any time during the 2011 Fiscal Year; and

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

**WHEREAS**, the 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**, each attorney on the attached list 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 any of the attorneys from making any reportable contributions during the term of the contract; and

**WHEREAS**, each attorney has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, each attorney 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**, it is estimated that the annual cost of these contracts shall be approximately \$300,000; and

**WHEREAS**, *EIGHTEEN* Thousand *pm* Dollars is presently available in the temporary budget Account No.: 11-01-201-43-495-312 for the costs of these services; and

**WHEREAS**, the continuation of the contracts after the expenditure of funds from the temporary budget is contingent upon the availability of funds in the permanent budget.

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

1. The Business Administrator is authorized to execute an agreement with each of the attorneys named on the list attached hereto, to serve as a Public Defender in Jersey City Municipal Court for a period not to exceed one year commencing retroactively as of July 1, 2010 subject to the following terms and conditions.

TITLE:

**RESOLUTION AWARDING PROFESSIONAL SERVICES AGREEMENTS TO ATTORNEYS-AT-LAW OF THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR THE 2011 FISCAL YEAR**

- (a) Each attorney shall be compensated in the sum of Two-Hundred (\$200.00) Dollars per session, with an additional sum of Seventy-Five (\$75.00) Dollars per session paid in those cases where a trial extends beyond one session;
  - (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five (\$75.00) Dollars.
  - (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five (\$75.00) Dollars.
  - (D) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.
2. The agreement with each attorney shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
  3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No.: 11-01-201-43-495-312 for payment of this Resolution.

  
Donna Mauer, Chief Financial Officer

MS:

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

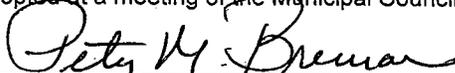
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY		ABSENT		FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

10-765  
NOV 10 2010

**JERSEY CITY MUNICIPAL PUBLIC DEFENDERS****Fiscal year 2011**

1. Markis Abraham, Esq. 30 Journal Sq., Jersey City, NJ 07306 - PO 101690
2. Andrew Abrams, Esq. 255 Newark Av., Jersey City, NJ 07302 - PO 101689
3. Jay Michael Arnesen, Esq. P.O. Box 546, Little Ferry, NJ 07643 - PO 101733
4. John J. Collins, Esq. 638 Newark Av., Jersey City, NJ 07306 - PO 101734
5. Jonathan Goodman, Esq. P.O. Box 16096, Jersey City, NJ 07306 - PO 101735
6. John F. Hamill, Jr., Esq. P.O. Box 8134, Jersey City, NJ 07308 - PO 101736
7. Richard Hanlon, Esq. 497 Broadway, Bayonne, NJ 07002 - PO 101737
8. Keith Hirschorn, Esq. 50 Harrison St., Hoboken, NJ 07030 - PO 101691
9. Adam Jacobs, Esq. 1919 Kennedy Blvd., North Bergen, NJ 07047 - PO 101692
10. Carl Losito, Esq. 75 Summit Av., Hackensack, NJ 07601 - PO 101693
11. Chanima Odoms, Esq. 1812 Front St., Scotch Plains, NJ 07076 - PO 101694
12. Faye R. Puddington, Esq. 46 Logan Av., Jersey City, NJ 07306 - PO 101695
13. Kevin Purvin, Esq. 1919 Kennedy Blvd., North Bergen, NJ 07047 - PO 101696
14. Adam Reisman, Esq. 8 Lott St., Jersey City, NJ 07306 - PO 101697
15. Vito Sciancalepore, Esq. 615 Kearny Av., Kearny, NJ 07032 - PO 101698
- ~~16. Hugh Sweeny, Esq. 265 Second Street, Jersey City, NJ 07302 - PO 101699~~
17. Robert Utsey, Esq. 665 Newark Av., Jersey City, NJ 07306 - PO 101700
18. Aglaia Papadopoulou-Vlantes., Esq. 103 Court Hs. Pl., Jersey City, NJ 07306 - PO 101701
19. Nadya Zerquera, Esq. 209 34<sup>th</sup> St., Union City, NJ 07087 - PO 101702

**Re: Jersey City Public Defender Program**

Dear :

You have been approved as a participating attorney in the City of Jersey City Municipal Court Public Defender Program. Prior to commencing work, it will be necessary for you to agree to the terms and conditions set forth in this agreement.

You will represent indigent individuals on a rotating basis in Jersey City Municipal Court for a period not to exceed one year commencing on July 1, 2010 and ending June 30, 2011. The number of sessions you will be required to cover will be flexible. You shall be compensated in the sum of \$200 per session, with an additional \$75 per session paid in those cases where a trial extends beyond one session.

In a case where more than one defendant is eligible for a public defender, you will be required to represent one of the co-defendants for the sum of \$75. You will prosecute an appeal to its conclusion of any case tried by you for a fee of \$75.

The services under this agreement shall be performed exclusively by you, not by any other member of your firm. The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, you shall be paid for services due up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

You will submit herewith a copy of the name and address of your professional services liability insurer. You will prepare notices suitable for filing with the Clerk of the Superior Court stating the defense costs for each person you represented. You will be required to submit a monthly affidavit of services specifying the sessions attended.

You will not receive compensation until the affidavit of services and notice regarding defense costs have been submitted to the Municipal Court Administrator's Office.

If the foregoing meets with your approval, kindly indicate your consent to this agreement by signing your name in the space provided. Return the signed original of this agreement to me promptly thereafter. Retain the enclosed copy for your files. It is imperative that a signed agreement be returned to this office. Under no circumstances shall any fees be paid unless an executed agreement is on file.

You will be contacted by the Municipal Court Administrator upon receipt of this agreement within the next week to ten days.

Very truly yours,

WILLIAM MATSIKLOUDIS  
CORPORATION COUNSEL

I hereby agree to the terms and conditions of the within Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print or type name here

**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 ANDREW C. ABRAMS (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 7/1/10 (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 ANDREW C. ABRAMS (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: ANDREW C. ABRAMS

Signed [Signature] Title: ATTORNEY

Print Name: ANDREW C. ABRAMS Date: 8/31/10

Subscribed and sworn before me  
this 31<sup>st</sup> day of AUGUST, 2010.

My Commission expires:

[Signature]  
(Affiant)  
ANDREW C. ABRAMS  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
JENNIFER BOGARD  
AN ATTORNEY AT LAW  
OF THE STATE OF  
NEW JERSEY

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

*None*

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
<i>None</i>	

**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: Andrew C. Abram  
 Signed: [Signature] Title: Attorney  
 Print Name: Andrew C. Abram Date: 8/31/10

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

*NONB*

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
<i>NONB.</i>	

**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: ANDREW C. ABRAMS  
 Signed: [Signature] Title: ATTORNEY  
 Print Name: ANDREW C. ABRAMS Date: 8/31/10

Subscribed and sworn before me this 31<sup>st</sup> day of AUGUST, 2010  
 My Commission expires: JULIAN SEPULON  
AN ATTORNEY AT LAW  
OF THE STATE OF  
NEW JERSEY

[Signature]  
 (Affiant)  
ANDREW C. ABRAMS  
 (Print name & title of affiant) (Corporate Seal)



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions:

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print):

ANDREW C. ABRAMS  
Representative's Signature: Andrew C. Abrams  
Name of Company: ANDREW C. ABRAMS

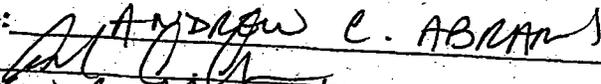
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of J.C., (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: Andrew C. ABRAMS  
Representative's Signature:   
Name of Company: Andrew C. ABRAMS  
Tel. No.: 201-659-5500 Date: 8/31/10

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

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

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

Business Name : ANDREW C. ABRAMS  
Address : 255 NEWARK AVE. JC, NJ 07302  
Telephone No. : (201) 659-5500  
Contact Name : \_\_\_\_\_

Please check applicable category :

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**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 : ANDREW C. ABRAMS  
Address : 255 NEWARK AVE, JC. NJ  
Telephone No. : (201) 659-5500 07302  
Contact Name : \_\_\_\_\_

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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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.

09/15/06

Taxpayer Identification# 158-685-015/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

**ABRAMS, ANDREW C**

ADDRESS:

**255 NEWARK AVE  
JERSEY CITY NJ 07302**

EFFECTIVE DATE:

**09/15/06**

TRADE NAME:

SEQUENCE NUMBER:

**1264894**

ISSUANCE DATE:

**09/15/06**



Acting Director  
New Jersey Division of Revenue

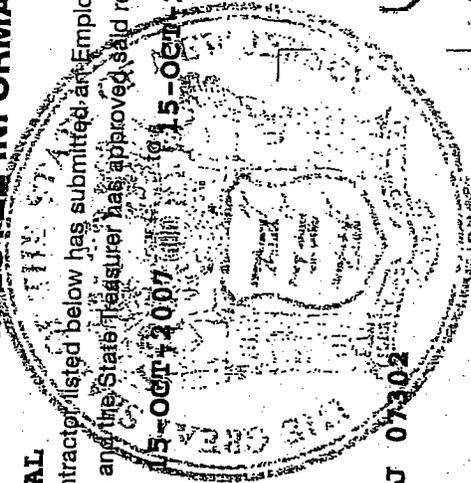
Certification 5708

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

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

15-06-2007 to 15-06-2014

ANDREW C. ABRAMS  
255 NEWARK AVENUE  
JERSEY CITY NJ 07302



*Andrew C. Abrams*  
Acting State Treasurer

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Law Office of Markis M. Abraham (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 7/1/2010 (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 Law Office of Markis M. Abraham (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

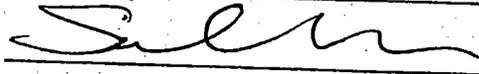
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Law Office of Markis M. Abraham

Signed Markis M. Abraham Title: Owner / Attorney

Print Name Markis M. Abraham Date: 9/1/2010

Subscribed and sworn before me  
this 1 day of 9, 2010.  
My Commission expires:

  
SANTO V. Artusa, Jr.  
(Affiant)  
(Print name & title of affiant) (Corporate Seal)  
Attorney at Law  
State of NJ

\*\*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).

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**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: Law office of Mark's N. Abraham

Signed: Mark's N. Abraham Title: Owner/Title

Print Name: Mark's N. Abraham Date: 9/1/2010

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

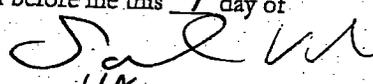
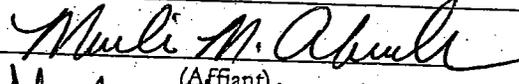
**Part 3 - Signature and Attestation:**

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: Law Office of Markis M. Abraham

Signed: Mueli M. Abraham Title: Owner / Title

Print Name: Markis M. Abraham Date: 9/1/2010

Subscribed and sworn before me this <u>9</u> day of <u>2</u> 20 <u>10</u>  My Commission expires: <u>N/A</u> Attorney State of NJ	 (Affiant) <u>Markis M. Abraham - Owner</u> (Print name & title of affiant) (Corporate Seal)
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## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Markis M. Abraham

Owner / Title

Representative's Signature: Markis M. Abraham

Name of Company: Law Office of Markis M. Abraham

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall indemnify, in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Markis M. Abraham / Owner  
Representative's Signature: Markis M. Abraham  
Name of Company: Law Office of Markis M. Abraham  
Tel. No.: 201-680-7151 Date: 9/1/2010

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Law office of Markis M. Abraham  
Address : 35 Journal Square Suite 430 Jersey City NJ 07306  
Telephone No. : 201-680-7151  
Contact Name : Markis M. Abraham

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.

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 : Law Office of Markis M. Abraham  
Address : 35 Journal Sq. Suite 430 Jersey City, NJ 07306  
Telephone No. : 201-680-7151  
Contact Name : Markis M. Abraham

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:

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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.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
ABRAHAM, MARKIS M

ADDRESS:  
35 JOURNAL SQUARE SUITE 430  
JERSEY CITY NJ 07306  
EFFECTIVE DATE:

12/07/09

TRADE NAME:  
LAW OFFICE OF MARKIS M. ABRAHAM

SEQUENCE NUMBER:  
1529032

ISSUANCE DATE:

12/07/09

*James J. Quinonez*  
Director

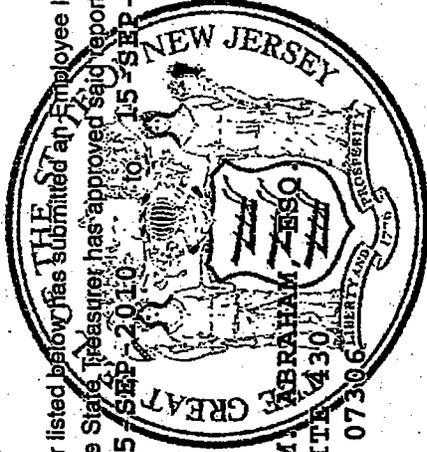
New Jersey Division of Revenue

(04-08), D205846V

Certification 45514

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2016 to 15-SEP-2017



LAW OFFICE OF MARKIS M. ABRAHAM, ESQ.  
35 JOURNAL SQUARE SUITE 430  
JERSEY CITY NJ 07306



*h.*

Andrew P. Sclamon-Eristoff  
State Treasurer

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

**PART I - Vendor Affirmation**

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

Signed [Signature] Title: OWNER

Print Name: JAY ARNESEN Date: 8/24/10

Subscribed and sworn before me  
this 24 day of August, 2010.

My Commission expires:

[Signature]

[Signature]  
(Affiant)  
JAY ARNESEN OWNER  
(Print name & title of affiant) (Corporate Seal)

ANN F. MEYER  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 9/03/2011

\*\*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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
JAY M. ARNESEN	110 BUENA VISTA DR RINGWOOD, NJ 07456

**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: JAY M. ARNESEN, ESQ.  
 Signed: [Signature] Title: OWNER  
 Print Name: JAY ARNESEN Date: 8/24/10

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

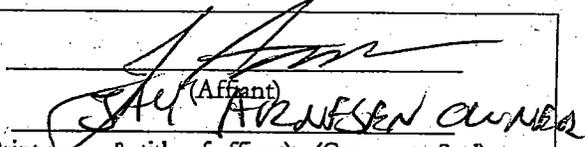
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
JAY M ARNESEN	110 BUENA VISTA DR RINGWOOD, NJ 07456

**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: JAY M. ARNESEN, ESQ  
 Signed: [Signature] Title: OWNER  
 Print Name: JAY ARNESEN Date: 8/24/10

Subscribed and sworn before me this <u>24</u> day of <u>August</u> , 2010	 (Affiant) JAY ARNESEN OWNER (Corporate Seal)
My Commission expires: ANN F. MEYER A NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 9/03/2011	





## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print):

JAY M. ARNESEN, ESQ.

Representative's Signature:

Name of Company:

LAW OFFICE OF JAY M ARNESEN

Tel No. 201 847 2000 Date: 01/21/12

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

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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): JAY M. ARNESEN  
Representative's Signature: [Signature]  
Name of Company: LAW OFFICE OF JAY M. ARNESEN  
Tel. No.: 201.807.0990 Date: 8/24/10

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

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

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

Business Name : LAW OFFICE OF JAY M. ARNESEN  
Address : 384 LIBERTY ST, LITTLE FERRY, NJ 07643  
Telephone No. : 201. 807. 0990  
Contact Name : JAY ARNESEN

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 : LAW OFFICE OF JAY M. ARNESEN  
Address : 384 LIBERTY ST, LITTLE FERRY, NJ 07643  
Telephone No. : 201. 807. 0990  
Contact Name : JAY ARNESEN

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

**Woman Business Enterprise**

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

09/11/08

Taxpayer Identification# 136-866-065/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
ARNESSEN, JAY MICHAEL

TRADE NAME:

ADDRESS:  
384 LIBERTY STREET  
LITTLE FERRY NJ 07643

SEQUENCE NUMBER:  
1436216

EFFECTIVE DATE:  
09/11/08

ISSUANCE DATE:  
09/11/08

  
Director  
New Jersey Division of Revenue

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL

Certification 35256

This is to certify that the contractor listed above has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of 15 months from 01/01/2015 to 03/31/2015.



JAY MICHAEL JENSEN, Esq.  
384 LIBERTY STREET  
LITTLE FERRY  
NJ 07643

NU 07643

*[Handwritten signature]*  
State Treasurer

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Law Office of John J. Colli (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 8/20/10 (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 Law Office of John J. Colli (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: Law Office of John J. Colli  
Signed J. Colli Title: Attorney  
Print Name: John J. Colli Date: 8/20/10

Subscribed and sworn before me  
this 20 day of August, 2010  
My Commission expires:

\_\_\_\_\_  
(Affiant)

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

Andrew C. Abrams

ANDREW C. ABRAMS

ATTORNEY - AT-LAW STATE OF NEW JERSEY

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
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Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
John J. Collier	8 Tottenham Court Jersey City NJ 07305

**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: Law Office of John J. Collier  
 Signed: [Signature] Title: Attorney  
 Print Name: John J. Collier Date: 8/20/10

**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).

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

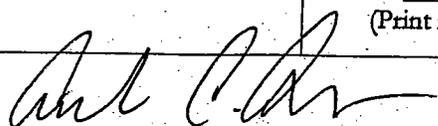
Name of Stock or Shareholder	Home Address
John J. Gore	8 Tottenham Court Jersey City NJ 07310

**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: Law Office of John J. Gore  
 Signed: [Signature] Title: Attorney  
 Print Name: John J. Gore Date: 8/20/10

Subscribed and sworn before me this <u>29<sup>th</sup></u> day of <u>August</u> , 20 <u>10</u>	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

  
 ANDREW W. ABRAMS  
 ATTORNEY-AT-LAW STATE OF NEW JERSEY



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): \_\_\_\_\_

*John Collins, Attorney*

Representative's Signature: \_\_\_\_\_

Name of Company: *Law Office of John J. Collins*

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

The contractor and the City of J.C., (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: John J Collins  
Representative's Signature: [Signature]  
Name of Company: Law Office of John J Collins  
Tel. No.: (201) 792-5800 Date: 8/20/10

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

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

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

Business Name : Law Office of John J. Cali  
Address : 638 Newark Ave, Jersey City NJ, 07306  
Telephone No. : (201) 792-8900  
Contact Name : John Cali

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 : Law Office of John J. Galin  
Address : 638 Newark Ave, Jersey City, NJ 07306  
Telephone No. : (201) 792-8900  
Contact Name : John Galin

Please check applicable category :

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <u>Minority Owned Business (MBE)</u> | <input type="checkbox"/> <u>Minority &amp; Woman Owned Business (MWBE)</u> |
| <input type="checkbox"/> <u>Woman Owned business (WBE)</u>               | <input type="checkbox"/> <u>Neither</u>                                    |

**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:

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

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

**Woman Business Enterprise**

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

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
INITIAL

Certification

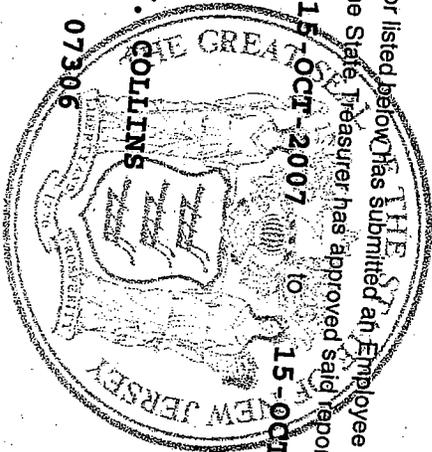
596

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-2007 to 15-OCT-2014

LAW OFFICES OF JOHN J. COLLINS  
638 NEWARK AVENUE  
JERSEY CITY

NJ 07306



State Treasurer

A handwritten signature in black ink, appearing to be "John J. Collins", written over a horizontal line.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JOHN J COLLINS ESQ LIMITED LIABILITY COMPANY  
**Trade Name:**  
**Address:** 5 WEST 22ND STREET  
BAYONNE, NJ 07002  
**Certificate Number:** 1184443  
**Date of Issuance:** August 18, 2006

**For Office Use Only:**

20060818094545375

**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 JENNIFER GOODMAN LAW OFFICE (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding JULY 1, 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 JENNIFER GOODMAN LAW OFFICE (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: JENNIFER GOODMAN LAW OFFICE

Signed Jennifer Goodman Title: ATTORNEY / PROPRIETOR

Print Name: JENNIFER GOODMAN Date: AUGUST 31, 2010

Subscribed and sworn before me  
this 21<sup>st</sup> day of August, 2010  
My Commission expires:

Jennifer Goodman  
(Affiant)  
JENNIFER GOODMAN PROPRIETOR  
(Print name & title of affiant) (Corporate Seal)

ANDREW C. ABRAMS  
AC

ATTORNEY-AT-LAW OF  
STATE OF NEW JERSEY

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
JONATHAN SCORAMAN	136 WALKER ROAD WEST ORANGE, NJ 07062

**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: JONATHAN SCORAMAN  
 Signed: [Signature] Title: SOLE PROPRIETOR  
 Print Name: JONATHAN SCORAMAN Date: AUGUST 31, 2010

**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 (t).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

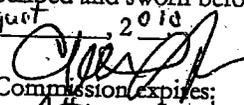
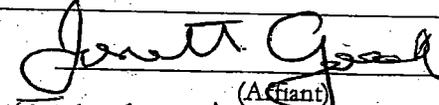
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
JENNIFER N. SEAMAN	136 WALKER ROAD WEST ORANGE, NJ 07032

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: JENNIFER N. SEAMAN LAW OFFICES  
 Signed: Janet Seaman Title: SOLE PROPRIETOR  
 Print Name: JENNIFER N. SEAMAN Date: AUGUST 31, 2010

Subscribed and sworn before me this <u>31<sup>st</sup></u> day of <u>August</u> , 20 <u>10</u>  My Commission expires: <u>Adam B. Reinher</u> Attorney at Law State of New Jersey	 (Affiant) <u>JENNIFER N. SEAMAN PROPRIETOR</u> (Print name & title of affiant) (Corporate Seal)
--	---



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): JENNIFER W. GOODMAN  
ATTORNEY - PROPRIETOR  
Representative's Signature: [Signature]  
Name of Company: JENNIFER W. GOODMAN  
LAW OFFICE  
Tel. No. (732) 204-067 Date: 05/21/10

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

The contractor and the CITY of JENSON CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): JENNIFER GORDON, STENOGRAPHER  
Representative's Signature: Jennifer Gordon  
Name of Company: JENNIFER GORDON STENOGRAPHER LAW OFFICE  
Tel. No.: (201) 240-0282 Date: AUGUST 31, 2010

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

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

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

Business Name : JENNIFER SEAMAN LAW OFFICE  
Address : P.O. Box 16096  
JERSEY CITY, N.J. 07306  
Telephone No. : (201) 240-0262  
Contact Name : JENNIFER SEAMAN

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.

**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 : JONATHAN GOODMAN LAW OFFICE  
Address : LOWER LEVEL 649 NEWARK AVENUE JERSEY CITY NJ 07310  
Telephone No. : (201) 240-0262  
Contact Name : JONATHAN GOODMAN

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:

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

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

**Woman Business Enterprise**

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

Department of Treasury - Division of Revenue, On-Line Inquiry

Page 1 of 1



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOODMAN, JONATHAN

Trade Name:

Address: 69 WASHBURN ST.  
JERSEY CITY, NJ 07306

Certificate Number: 1270464

Date of Issuance: October 06, 2006

For Office Use Only:

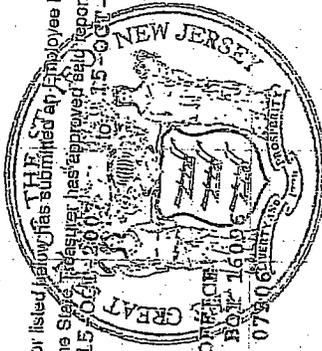
20061006114950875

Certification 3657

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

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 15 2014 to 15 OCT 2014.

JONATHAN GOODMAN LAW OFFICE  
649 NEWARK AVENUE, PO BOX 1600  
JERSEY CITY NJ 07306



*[Handwritten signature]*

State Treasurer



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

**PART I - Vendor Affirmation**

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

Signed: [Signature] Title: ATTORNEY

Print Name JOHN F. HAMM, JR. Date: 9-27-10

Subscribed and sworn before me  
this 27 day of SEPT, 2010.  
My Commission expires:

[Signature]  
(Affiant)

LIZET VAZQUEZ  
A Notary Public of New Jersey  
My Commission Expires 3/10/12

(Print name & title of affiant) VAZQUEZ (Corporate Seal)  
A Notary Public of New Jersey  
My Commission Expires 3/10/12

**\*\*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).

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
JOHN F. HAMM, JR., ESQ	61 SIP AVENUE PO BOX 8134 JERSEY CITY NJ 07308

**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: JOHN F. HAMM, JR., ESQ

Signed: [Signature] Title: attorney

Print Name: JOHN F. HAMM, JR. Date: 9-27-10

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
John F. Hamlin, Jr.	61 SIP AVENUE PO BOX 8134 JERSEY CITY NJ 07308

**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: John F. Hamlin, Jr., Esq.  
 Signed: [Signature] Title: Attorney  
 Print Name: John F. Hamlin, Jr. Date: 9-27-10

Subscribed and sworn before me this <u>27</u> day of <u>Sept</u> , 20 <u>10</u>  My Commission expires: <u>LIZET VAZQUEZ</u> A Notary Public of New Jersey My Commission Expires <u>3/10/12</u>	<u>[Signature]</u> LIZET VAZQUEZ A Notary Public of New Jersey (Print name & title of affiant) (Corporate Seal) My Commission Expires <u>3/10/12</u>
---	--





## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

### EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions:

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

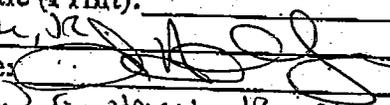
- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): JOHN F. HAMILL, JR.  
 Representative's Signature:   
 Name of Company: JOHN F. HAMILL, JR., ESQ.

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

The contractor and the City of J.C. (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: RONALD F. HAMM, JR.  
Representative's Signature: [Signature]  
Name of Company: R. F. Hamm, Inc. 88.  
Tel. No.: 201 656 6700 Date: 9-27-10

Form A-302  
Rev. 10/08

STATE OF NEW JERSEY  
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

EMPLOYER - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE FILLING FORM. TYPE OF CONTRACTOR NUMBER SHOWN ON PGM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED FEES MAY DELAY ISSUANCE OF YOUR CONTRACT. DO NOT REMOVE REPORT FOR SECTION, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. I.D. NO. OR SOCIAL SECURITY: 1SD 42-7984

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

3. TOTAL NO. EMPLOYEES IN SERVICE COMPANY: 1 (MYSELF)

4. COMPANY NAME: JOHN F. HAMILL, JR. ESQ.

5. ADDRESS: 61 SIP AVE. PO BOX 8134 JERSEY CITY NJ 07308

6. NAME OF PAYMENT OR ASSIGNED COMPANY (IF NONE, SO INDICATE): NONE

7. EMPLOYEES IN THE COMPANY:  SINGLE EMPLOYEE OR ONE EMPLOYEE  MULTIPLE EMPLOYEES

8. IF MULTIPLE EMPLOYEES, STATE THE NUMBER OF EMPLOYEES BY SEX: 1

9. TOTAL NUMBER OF EMPLOYEES AT END OF REPORT WHO HAVE BEEN ASSIGNED THIS CONTRACT: 1

10. PUBLIC AGENCY, DEPARTMENT, CONTRACT: \_\_\_\_\_

11. CONTRACT ONLY: \_\_\_\_\_

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN RECORD. Do not report those on all-time and/or contract who have no an employer in your industry category, nor a race. Include ALL employees, not just those in minority or non-minority categories, in column 1, 2, & 3. EXCEPT FOR AN AGENCY REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT AGENCY CONTRACT TEMPORARY EMPLOYEE RESERVE FORCE											
	COL. 1 TOTAL (20-2-23)	COL. 2 MALE	COL. 3 FEMALE	WHITE	BLACK	HISPANIC	ASIAN	INDIAN	OTHER	BLACK	HISPANIC	ASIAN	INDIAN	OTHER	
Officials/Managers															
Professionals	1	X													
Technical															
Skilled Workers															
Office Mechanical															
Construction (Skilled)															
Operations (Skilled)															
Unskilled (Skilled)															
Reserve Workers															
TOTAL															
Total Employment															
Temporary															
Reserve Force															
Time-Employees															

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO EACH ORIGINATOR OBTAINED?  
 1. Direct Source  2. Employer Record  3. Other (Specify)

13. NUMBER OF PATROL PERIODS: \_\_\_\_\_

14. IS THIS EMPLOYER'S Employee Information Report Submitted?  
 1. YES  2. NO

15. IF NO, DATE AND REPORT NUMBER: \_\_\_\_\_

SECTION C - SIGNATURE AND NOTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print Name): JOHN F. HAMILL JR.

17. ADDRESS NO. STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION):  
61 SIP AVE. PO BOX 8134 JERSEY CITY NJ (NJ) 07308

18. DATE AND YEAR: 9/27/10

I declare that the information on this Form is true and correct.

WRITE - DIV. OF PUBLIC CONTRACTS (DPC) COUNTY - DIV. OF PUBLIC CONTRACTS (DOP) FIRM - PUBLIC AGENCY GOLD - VENDOR  
201-656-6700

### 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 : JOHN F. HAMIN JR., ESS

Address : 61 SIP NEME RD BOX 8134  
JERSEY CITY NJ 07308

Telephone No. : 201 656 6700

Contact Name : JOHN F. HAMIN, JR.

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 : JOHN F. HAMM, JR., ESS

Address : 61 SIP AVE NE PD BOX 8134  
JERSEY CITY NJ 07308

Telephone No. : 201 656 6700

Contact Name : JOHN F HAMM, JR

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:

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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.

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

**PART II - Signature and Attestation:**

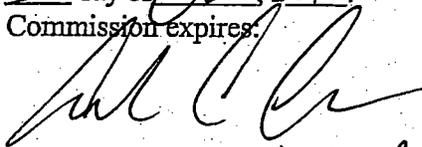
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Keith Hirschorn PC

Signed Keith H Title: Attorney

Print Name: Keith Hirschorn Date: 10/5/10

Subscribed and sworn before me  
this 5th day of October, 2010  
My Commission expires: \_\_\_\_\_



\_\_\_\_\_  
(Affiant)

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

ANDREW A. ABRAMSON  
ATTORNEY AT-LAW STATE OF NEW JERSEY

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Keith Hirschorn	16 Grant St, Long Branch, NJ 07740

**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: Keith Hirschorn PC  
 Signed: [Signature] Title: Attorney  
 Print Name: Keith Hirschorn Date: 10-5-10

**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).

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  Subchapter S Corporation  
 Limited Partnership     
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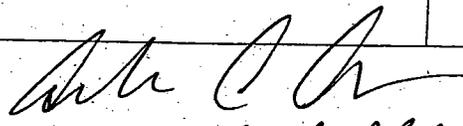
Name of Stock or Shareholder	Home Address
Keith Hirschorn	16 Grant St, Long Branch NJ 07740

**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: Keith Hirschorn PC  
 Signed: [Signature] Title: Attorney  
 Print Name: Keith Hirschorn Date: 10-5-10

Subscribed and sworn before me this <u>17</u> day of <u>October 2010</u>	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

  
 ANDREW C. ABRAMS  
 ATTORNEY-AT-LAW STATE OF NEW JERSEY





## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions:

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Keith Hirschorn, Attorney  
Representative's Signature: Keith Hirschorn  
Name of Company: Keith Hirschorn PC  
50 Harrison St. 212 B. Hoboken NJ 07030

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

The contractor and the City of J.C. (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: Keith Hirschorn, Attorney  
Representative's Signature: [Signature]  
Name of Company: Keith Hirschorn PC  
Tel. No.: 201798-4444 Date: 10-5-10

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Keith Hirschorn PC  
Address : 50 Harrison St, 212B Hoboken NJ 07030  
Telephone No. : 201 798 4444  
Contact Name : Keith Hirschorn

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 : Keith Hirschorn PC  
Address : 50 Harrison St, 212B Hoboken NJ 07030  
Telephone No. : 201 798-4444  
Contact Name : Keith Hirschorn

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.

04/07/05

Taxpayer Identification# 202-622-531/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

KEITH HIRSCHORN PROFESSIONAL CORPORATION

TRADE NAME:

ADDRESS:

103 1ST ST APT B  
ROBOKEN NJ 07030

SEQUENCE NUMBER:

1140721

EFFECTIVE DATE:

04/05/05

ISSUANCE DATE:

04/07/05

*John E. Tully*  
Director

Certification 39075  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

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

12-15-2011 to 12-15-2013



KEITH HIRSCHORN PC  
50 HARRISON STREET  
HOBOKEN NJ 07030

*Bradley Abelan*

State Treasurer

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Adam E. Jacobs

Signed [Signature] Title: Proposed

Print Name: Adam E. Jacobs Date: 9/2/10

Subscribed and sworn before me  
this 2<sup>nd</sup> day of Sept. 2010  
My Commission expires:

\_\_\_\_\_  
(Affiant)  
\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

[Signature]

ANDREW L. ABRAMS

ATTORNEY - AT - LAW STATE OF NEW JERSEY

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**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: Adan G. Vades  
 Signed: [Signature] Title: Sole Proprietor  
 Print Name: Adan Vades Date: 9/2/10

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

*CITY OF JERSEY CITY*

### Part I – Vendor Affirmation

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

### Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

### 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: Atlant Gardens  
 Signed: [Signature] Title: Sole Proprietor  
 Print Name: Atlant Gardens Date: 9/2/10

Subscribed and sworn before me this <u>2nd</u> day of <u>Sept</u> , 20 <u>10</u> My Commission expires: _____	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)
--	---

*ATTORNEY-AT-LAW  
STATE OF NEW JERSEY*



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions:

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

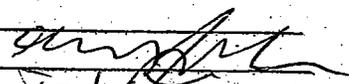
The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish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

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

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

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

Representative's Name/Title (Print): Adam E. Jacobs

Representative's Signature: 

Name of Company: Adam E. Jacobs

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

The contractor and the City of S.C., (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): Alan Jacoby  
Representative's Signature: [Signature]  
Name of Company: Alan Jacoby, Inc.  
Tel. No.: (29) 758-0002 Date: 2/2/10

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

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

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

Business Name : Adan Jacobs  
Address : 1919 Kennedy Blvd North Bergen, NJ 07047  
Telephone No. : (201) 758-0000  
Contact Name : Adan Jacobs

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 : Adams Jacobs  
Address : 1919 Kennedy Blvd. Nutley, N.J. 07047  
Telephone No. : (201) 758-0002  
Contact Name : Adams Jacobs

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.

11-08-08:04:39PM:  
WEST NEW YORK

NJ 0709



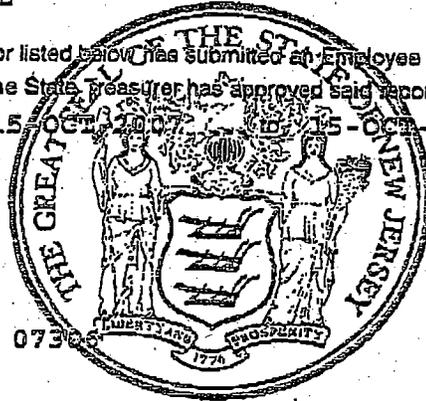
*[Signature]*

State Treasurer

Certification 983

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2007 to 15-OCT-2014



ADAM E. JACOBS, ESQ.  
551 SUMMIT AVENUE  
JERSEY CITY

NJ 07306



*[Signature]*

State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JACOBS, ADAM  
Trade Name: ATTORNEY AT LAW  
Address: 551 SUMMIT AVENUE  
JERSEY CITY, NJ 07306  
Certificate Number: 0357577  
Date of Issuance: August 22, 2006

For Office Use Only:  
20060822152031412

**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 CANL M. LOSITO, ESQ. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 8-26-10 (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 CANL M. LOSITO, ESQ. (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: CANL M. LOSITO, ESQ.

Signed Carl M. Losito Title: ATTORNEY AT LAW

Print Name CANL M. LOSITO Date: 8-26-10

Subscribed and sworn before me  
this 26 day of August, 2010.  
My Commission expires:

Albert F. Carilli  
**ALBERT F.A. CARILLI**  
**(ATTORNEY AT LAW)**  
**75 SUMMIT AVENUE 2ND FL**  
**HACKENSACK, NJ 07601**  
(Print name & title of affiant) (Corporate Seal)

**ALBERT F.A. CARILLI**  
**ATTORNEY AT LAW**  
**75 SUMMIT AVENUE 2ND FL**  
**HACKENSACK NJ 07601**

\*\*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).

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**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: Carla M. Losito, Esq.  
 Signed: [Signature] Title: Attorney at Law  
 Print Name: Carla M. Losito Date: 8-26-10

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I -- Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II -- Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
N/A	

**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: Carl M. Losito, EFO  
 Signed: Carl M. Losito Title: ATTORNEY AT LAW  
 Print Name: Carl M. Losito Date: 8-26-10

Subscribed and sworn before me this <u>26<sup>th</sup></u> day of <u>August</u> , 20 <u>10</u>  My Commission expires:	ALBERT E.A. CARILLI ATTORNEY AT LAW 75 SUMMIT AVENUE 2ND FL HACKENSACK NJ 07601 (Print name & title of affiant) (Corporate Seal)
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## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

**- EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): CARL M. LOSITO,  
ATTORNEY AT LAW  
Representative's Signature: *Carl M. Losito*  
Name of Company: CARL M. LOSITO, C/P

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

The contractor and the City of Rocky City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

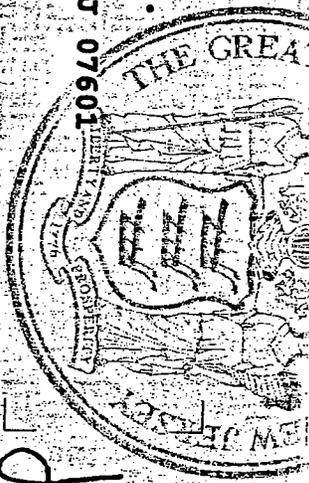
Representative's Name/Title Print): CARL M. LOSITO  
Representative's Signature: *Carl M. Losito*  
Name of Company: CARL M. LOSITO ETC.  
Tel. No.: 201-342-5557 Date: 8/26/10

Certification 38011

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

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

**CARL M. LOSITO, ESO.**  
**75 SUMMIT AVENUE**  
**HACKENSACK NJ 07601**



*John P. ...*  
State Treasurer

## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 280  
TRENTON, NJ 08646-0280

TAXPAYER NAME:  
**LOSITO, CARL M.**

TAXPAYER IDENTIFICATION #:  
**141-388-6861000**

ADDRESS:  
**75 SUMMIT AVENUE**  
**HACKENSACK NJ 07601**

EFFECTIVE DATE:  
**06/01/96**  
FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:  
**02568844**

ISSUANCE DATE:  
**09/09/04**

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

*John P. ...*  
Acting Director

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that The Law Office of Chanima K. Odum (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 8/26/10 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract The Law Office of Chanima K. Odum (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: The Law Office of Chanima K. Odum, Esq.

Signed: Chanima K. Odum Title: Sole Proprietor

Print Name Chanima K. Odum Date: 8/26/10

Subscribed and sworn before me  
this 26 day of August, 2010.  
My Commission expires:

\_\_\_\_\_  
(Affiant)  
\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

Andrew C. ABRAMS  
Attorney-at-Law STATE OF NEW JERSEY

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
N/A	N/A

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: The Law Office of Chanima K. Odoms, Esq.  
 Signed: Chanima K. Odoms, Title: Sole Proprietor  
 Print Name: Chanima K. Odoms Date: 8/26/10

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
N/A	N/A

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: The Law Office of Chanima K. Odoms, Esq.  
 Signed: Chanima K. Odoms Title: Sole Proprietor  
 Print Name: Chanima K. Odoms Date: 8/26/10

Subscribed and sworn before me this <u>26<sup>th</sup></u> day of <u>August</u> , 20 <u>10</u> .	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

*Andrew C. Abrams*  
**ANDREW C. ABRAMS**  
**ATTORNEY-AT-LAW**  
**STATE OF NEW JERSEY**





## EXHIBIT A -

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Charima K. Odome, Esq., Sole Proprietor  
Representative's Signature: Charima K. Odome, Esq.  
Name of Company: The Law Office of  
Charima K. Odome, Esq.

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

The contractor and the City of J.C., (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: Chanima K. Odoms / Sole Proprietor  
Representative's Signature: Chanima K. Odoms  
Name of Company: The Law Office of Chanima K. Odoms, Esq.  
Tel. No.: 908.663.2114 Date: 8/26/10

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

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

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

Business Name : The Law Office of Chanima K. Odoms, Esq.  
Address : 1812 Front St. Scotch Plains, NJ 07076  
Telephone No. : 908-663-2114  
Contact Name : Chanima K. Odoms, Esq.

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 : The Law Office of Chanima K. Odums, Esq.  
Address : 1812 Front St. Scotch Plains, NJ 07076  
Telephone No. : 908-663-2114  
Contact Name : Chanima K. Odums, Esq.

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ODOMS, CHANIMA K

TAXPAYER IDENTIFICATION#:

200-189-191/000

ADDRESS:

880 BERGEN AVE STE 102  
JERSEY CITY NJ 07306

EFFECTIVE DATE:

03/21/03

FORM-BRC(08-01)

TRADE NAME:

THE LAW OFFICE OF CHANIMA K ODOMS

SEQUENCE NUMBER:

1089314

ISSUANCE DATE:

09/23/04

*J.P. Tully*  
Acting Director

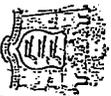
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

Certification 36954

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-MAY-2005** to **15-MAY-2012**

THE LAW OFFICE OF CHANIMA K. ODOMS, ESQ.  
880 BERGEN AVE. SUITE 102  
JERSEY CITY NJ 07306



*John P. DeLore*  
State Treasurer

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Aglaia Papadopoulou (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 07.01.10 (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 Aglaia Papadopoulou (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: Aglaia Papadopoulou - Papadopoulou - Mentes + Moehrmis LLC

Signed [Signature] Title: Attorney

Print Name AGLAIA PAPADOPOULOS Date: 9.20.10

Subscribed and sworn before me  
this 20<sup>th</sup> day of September 2010.  
My Commission expires:

[Signature]  
(Affiant)  
Aglaia Papadopoulou  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
John Moehrmis  
Attorney-at-law  
of the State of N.J.

\*\*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).

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned. *None*

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
<i>None</i>	

**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: *Aglaia Papadopoulos Papadopoulos-Ventis + Moehambele*  
 Signed: \_\_\_\_\_ Title: *Attorney*  
 Print Name: *Aglaia Papadopoulos* Date: *09.26.10*

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

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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

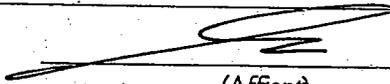
Name of Stock or Shareholder	Home Address
<i>None</i>	

**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: *Papadopolis-Wentworth*  
 Signed: *[Signature]* Title: *Attorney*  
 Print Name: *Aslaia Papadopolis* Date: *11.20.10*

Subscribed and sworn before me this *20* day of *September* 2013  
 My Commission expires: *July 11/13*  
*An attorney-at-law*  
*of the State of N.J.*

  
 (Affiant)  
*Aslaia Papadopolis*  
 (Print name & title of affiant) (Corporate Seal)



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Attorney

Aglae Papadopoulos

Representative's Signature: \_\_\_\_\_

Name of Company: Aglae Papadopoulos

201-876-9700

9.20.10

Papadopoulos + Vantes +  
Moeham LLC

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

The contractor and the City of J.C., (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: Aglaia Papadopoulos-Vlantes  
Representative's Signature: [Signature]  
Name of Company: Papadopoulos-Vlantes & Moehring  
Tel. No.: 201.876.9700 Date: 9/20/10

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

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

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

Business Name : Papadopoulos - Vlantes + Moehring, LLC  
Address : 103 Great Home Place, J.C. N.J. 07306  
Telephone No. : 201-876-9700  
Contact Name : \_\_\_\_\_

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**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 : PAPADPOULOS - Ventes + MOCHANIGLLE  
Address : 103 COURT HOME PLACE, J.C. N.J. 07306  
Telephone No. : 201. 876. 9700  
Contact Name : \_\_\_\_\_

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

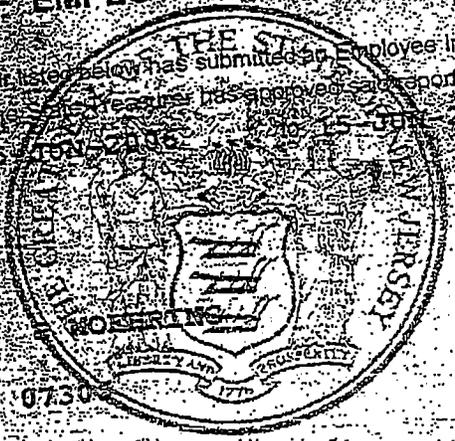
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Certification: 20616

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

DEPARTMENT OF TREASURY  
DIVISION OF ACCOUNTS  
STATE OF NEW JERSEY

EMPLOYEE: PAPADOPOULOS, VLANTIS  
The contractor listed below has submitted an Employee Information Report pursuant to  
NJ Administrative Code 17:27 et seq. and the State Treasurer has approved said report. This approval will remain in  
effect for the period of 12/15/2011 to 12/15/2012.



PAPADOPOULOS, VLANTIS  
103 COURT HOUSE PLACE  
JERSEY CITY NJ 07310



*Bradley Abela*

State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PAPADOPOULOS-VLANTES & MOEHRING, L.L.C.  
Trade Name:  
Address: 103 COURT HOUSE PL  
JERSEY CITY, NJ 07306  
Certificate Number: 1238446  
Effective Date: May 23, 2006  
Date of Issuance: November 05, 2008

For Office Use Only:

20081105140744521

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

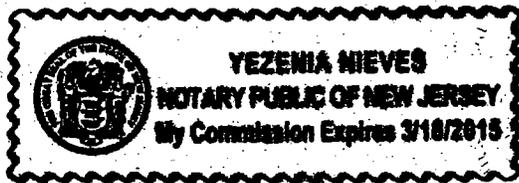
Name of Business Entity: PUNVIN + PUNVIN - KAVIN PUNVIN

Signed [Signature] Title: ATTORNEY

Print Name KAVIN PUNVIN Date: \_\_\_\_\_

Subscribed and sworn before me  
this 14 day of Sept., 2010.  
My Commission expires:

[Signature]  
(Affiant)  
Yezenia Nieves  
(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).

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
KEVIN PUMVIN	MEADOWBROOK RD, WYCLIFF, NJ
MICHAEL PUMVIN	BLUE SPRUCE RD, UPPER SADELER MAN, NJ

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: PUMVIN & PUMVIN  
 Signed: [Signature] Title: ATTORNEY  
 Print Name: KEVIN S. PUMVIN Date: 8/14/10

**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).

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Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

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Check the box that represents the type of business entity:

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  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
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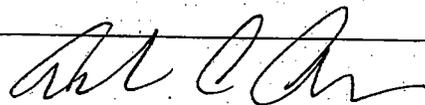
Name of Stock or Shareholder	Home Address
MICHAEL PUMIN	BLUE SPANCO RD, 11 UGALA S ADD LANE, NJ
LAWIN PUMIN	MEADOWBROOK RD, WYCKOFF, NJ

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: PUMIN & PUMIN  
 Signed: [Signature] Title: ATTORNEY  
 Print Name: KEVIN PUMIN Date: 8/14/10

Subscribed and sworn before me this <u>14th</u> day of <u>September</u> , 20 <u>10</u> My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)
--	---

  
 ANDREW C. ABRAMS  
 ATTORNEY-AT-LAW STATE OF NEW JERSEY





## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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



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

The contractor and the City of S.C., (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): KEVIN PUNN, ATTORNEY  
Representative's Signature: [Signature]  
Name of Company: PUNN & PUNN  
Tel. No.: (201) 867-4454 Date: 8/14/10

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

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

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

Business Name : PURVIN + PURVIN  
Address : 1818 KENNEDY BLVD, NORTH BARRON, NJ  
Telephone No. : (201) 867-4454  
Contact Name : KEVIN PURVIN

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 : PURVIN + PURVIN  
Address : 1819 KENNEDY BLVD, NORTH BRUNGEN, NJ  
Telephone No. : (201) 867-4454  
Contact Name : KEVIN PURVIN

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:

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

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

**Woman Business Enterprise**

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

*James J. Fruscione*

James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

PURVIN & PURVIN LLC

ADDRESS:

5600 KENNEDY BLVD  
WEST NEW YORK NJ 07093

EFFECTIVE DATE:

08/06/01

TRADE NAME:

SEQUENCE NUMBER:  
1263086

ISSUANCE DATE:  
09/08/06

*James J. Fruscione*  
Acting Director  
New Jersey Division of Revenue

375

Certification 823

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

#### INITIAL

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

15-OCT-2007 - 15-OCT-2014



PURVIN & PURVIN  
5600 KENNEDY BOULEVARD  
WEST NEW YORK NJ 07093



*[Handwritten signature]*

State Treasurer

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

**PART I - Vendor Affirmation**

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

Signed Faye R. Puddington Title: ATTORNEY AT LAW

Print Name: Faye R. Puddington Date: 9-6-2010

Subscribed and sworn before me  
this 6<sup>th</sup> day of Sept, 2010.

My Commission expires:

\_\_\_\_\_  
(Affiant)

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

Andrew C. Abrams  
ANDREW C. ABRAMS  
ATTORNEY-AT-LAW STATE OF NEW JERSEY

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
<i>None</i>	<i>None</i>

**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: Faye R. Puddington, FSA  
 Signed: Faye R. Puddington, Esq. Title: ATTORNEY AT LAW  
 Print Name: Faye R. Puddington Date: 9-6-10

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
<i>None</i>	<i>None</i>

**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: Faye R. Puddington, Esq.  
 Signed: Faye R. Puddington Title: ATTORNEY AT LAW  
 Print Name: Faye R. Puddington Date: 9-6-2010

Subscribed and sworn before me this <u>6</u> day of <u>September</u> 20 <u>10</u>	(Affiant) <u>Faye R. Puddington, Esq., Attorney at Law</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires:	

  
 ANDREW C. ABRAM S  
 ATTORNEY-AT-LAW STATE OF NEW JERSEY





## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): \_\_\_\_\_

FAYE R. PUDDINGTON

Representative's Signature: Faye R. Puddington

Name of Company: FAYE R. PUDDINGTON, ESQ.

Tel. No. 201.435.2533

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

The contractor and the City of J.R. G. (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): Faye R. Puddington / ATTORNEY AT LAW  
Representative's Signature: Faye R. Puddington  
Name of Company: Faye R. Puddington, ESQ  
Tel. No.: 201 435 2533 Date: 9-6-2010

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

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

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

Business Name : Faye R. Puddington, Esq.  
Address : 46 Logan Ave., Jersey City, NJ 07306  
Telephone No. : 201-435-2533 (cell: 201 705 7069)  
Contact Name : Faye R. Puddington

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 : Faye R. Puddington, Esq.  
Address : 46 LOGAN Avenue, Jersey City, NJ 07306  
Telephone No. : 201 435-2533 (cell: 201 705 7069)  
Contact Name : Faye R. Puddington

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

**Woman Business Enterprise**

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

Sincerely,



James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

DEPARTMENT OF TREAS  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:

PUDDINGTON, FAYE R

TRADE NAME:

ADDRESS:

46 LOGAN AVE  
JERSEY CITY NJ 07306

SEQUENCE NUMBER:

1261486

EFFECTIVE DATE:

08/30/06

ISSUANCE DATE:

09/01/06



Acting Director  
New Jersey Division of Revenue

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**INITIAL**

Certification 454

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 2007 to 15 OCT 2014

FAY R. PUDDINGTON, ESQ  
46 LOGAN AVENUE  
JERSEY CITY NJ 07306



A handwritten signature in black ink, appearing to read "FAY R. PUDDINGTON".

State Treasurer

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Law Offices of Adam B. Reisman, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding September 23, 2008 (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 Law Offices of Adam B. Reisman, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Law Offices of Adam B. Reisman, LLC

Signed: [Signature] Title: President

Print Name: Adam B. Reisman Date: August 26, 2010

Subscribed and sworn before me  
this 26<sup>th</sup> day of August, 2010

My Commission expires:

Robert J. Diamond  
Attorney State of NJ

[Signature]  
(Affiant)  
Adam B. Reisman, President  
(Print name & title of affiant) (Corporate Seal)

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Adam B. Reisman	1125 Maxwell Lane, #1006, Hoboken, NJ 07030

**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: Law Offices of Adam B. Reisman, LLC

Signed: [Signature] Title: President

Print Name: Adam B. Reisman Date: August 26, 2010

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

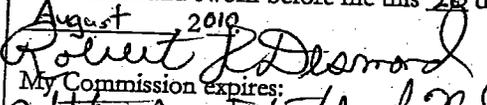
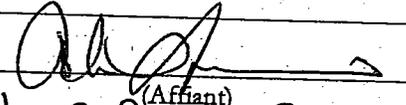
Name of Stock or Shareholder	Home Address
Adam B. Reisman	1125 Maxwell Lane, # 1006, Hoboken, NJ 07030

**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: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this <u>26<sup>th</sup></u> day of <u>August</u> 2010.  My Commission Expires: _____ attorney State of N.J.	 (Affiant) <u>Adam B. Reisman, President</u> (Print name & title of affiant) (Corporate Seal)
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## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

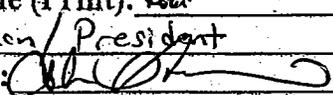
Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Adam B. Reisman / President  
Representative's Signature:   
Name of Company: Lew Offices of Adam B. Reisman, LLC  
(201) 222-1140 August 26, 2010

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

The contractor and the, City of J.C., (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): Adam B. Reisman / President  
Representative's Signature:   
Name of Company: Law Offices of Adam B. Reisman LLC  
Tel. No.: (201) 222-1140 Date: August 26, 2010

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

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

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

Business Name : Law of Adam B. Reisman, LLC  
Address : 8 Lott Street, Jersey City, NJ 07306  
Telephone No. : (201) 222-1140  
Contact Name : Adam Reisman

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 : Law Offices of Adam B. Reisman, LLC  
Address : 8 Lott Street, Jersey City, NJ 07306  
Telephone No. : (201) 222-1140  
Contact Name : Adam Reisman

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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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.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LAW OFFICES OF ADAM B. REISMAN, L.L.C.  
**Trade Name:**  
**Address:** 8 LOTT STREET  
JERSEY CITY, NJ 07306  
**Certificate Number:** 0911907  
**Effective Date:** October 29, 1999  
**Date of Issuance:** August 26, 2010

**For Office Use Only:**

20100826154201357

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
INITIAL

Certification 6223

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 the report. This approval will remain in effect for the period of 15 days.



LAW OFFICES OF ADAM B. WEISSMAN  
1291 PATTERSON PLANK ROAD  
SECAUCUS NJ 07094

  
State Treasurer



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

**PART I - Vendor Affirmation**

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

Signed Vito Sciancalepore Title: owner

Print Name VITO SCIANCALEPORE Date: 8/30/10

Subscribed and sworn before me  
this 30 day of August, 2010.  
My Commission expires:

Frank R. Gioia  
(Affiant)  
FRANK R. GIOIA  
(Print name & title of affiant) (Corporate Seal)  
ATTORNEY AT LAW OF NJ

**\*\*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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

### Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
VITO SCIANCALEPPE	199 WOOD STREET, RUTHERFORD NJ 07070

### 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: VITO SCIANCALEPPE  
 Signed: Vito Sciancaleppe Title: OWNER  
 Print Name: VITO SCIANCALEPPE Date: 2/30/12

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY.

**Part I – Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

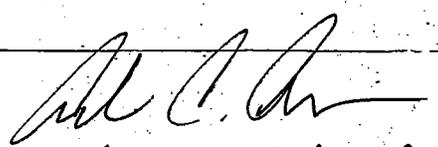
Name of Stock or Shareholder	Home Address
VITO SCIALAJA	199 Wood Street Rutherford NJ 07070

**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: \_\_\_\_\_  
 Signed: Vito Scialaja Title: \_\_\_\_\_  
 Print Name: VITO SCIALAJA Date: 9/2/10

Subscribed and sworn before me this <u>21</u> day of <u>September</u> , 20 <u>10</u>	_____ (Affiant)
My Commission expires _____	_____ (Print name & title of affiant) (Corporate Seal)

  
 ANDREW C. ABRAMS  
 ATTORNEY-AT-LAW STATE OF NEW JERSEY



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions:

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): \_\_\_\_\_

Representative's Signature: VITO SCIALAPONE

Name of Company: VITO SCIALAPONE

ATTORNEY AT LAW

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

The contractor and the City of J.L., (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): VITO SCIANCALEPORE  
Representative's Signature: Vito Sciancalepore  
Name of Company: VITO SCIANCALEPORE ATTORNEY AT LAW  
Tel No.: 201-955-2666 Date: 8/30/70

**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 : Vito Sciancalepore, Attorney AT LAW  
Address : 615 Kearny Avenue, Kearny NJ 07032  
Telephone No. : 201-955-2666  
Contact Name : Vito Sciancalepore

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 : Vito Sciancalepore, ATTORNEY AT LAW  
Address : 615 KEARNY Avenue, KEARNY NJ 07032  
Telephone No. : 201-955-2666  
Contact Name : Vito Sciancalepore

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SCIANCALEPORE, VITO

**Trade Name:** ATTORNEY AT LAW

**Address:** 615 KEARNY AVENUE  
KEARNY, NJ 07032

**Certificate Number:** 0101465

**Effective Date:** October 10, 2001

**Date of Issuance:** September 08, 2009

**For Office Use Only:**

20090908145631064

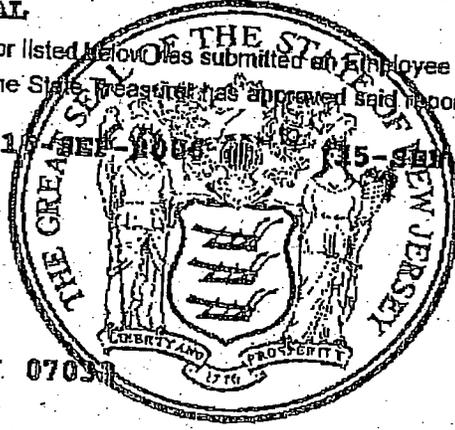
Certification 38539

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## INITIAL

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

15-SEP-2008 TO 15-SEP-2013



VITO SCIANCALEPORE  
615 KEARNEY AVENUE  
KEARNEY

NJ 07034

*Bradly A. ...*  
State Treasurer

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: HUGH SWEENEY

Signed Hugh Sweeney Title: Attorney

Print Name: HUGH SWEENEY Date: Aug 31 2010

Subscribed and sworn before me  
this 1 day of September, 2010.  
My Commission expires:

Gerard R. DeStasio, Jr. Esq.  
(Affiant)  
Attorney at Law, New Jersey  
(Print name & title of affiant) (Corporate Seal)  
GERARD R. DeSTASIO, Jr. Esq.

\*\*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.

Hugh Sweeney

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund.	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
NONE	

**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: HUGH SWEENEY  
 Signed: Hugh Sweeney Title: ATTORNEY  
 Print Name: \_\_\_\_\_ Date: 8-31-10

*Hugh Sweeney*

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

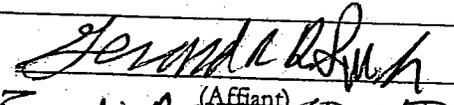
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
NONE	

**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: HUGH SWEENEY  
 Signed: [Signature] Title: Attorney  
 Print Name: HUGH SWEENEY Date: 8-31-10

Subscribed and sworn before me this <u>1</u> day of <u>September</u> , 20 <u>10</u>	 (Affiant) Gerald K. DeWard, Esq. N.J. Attorney (Print name & title of affiant) (Corporate Seal)
My Commission expires:	

[Signature]





## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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



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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): HUGH SWEENEY  
Representative's Signature: Hugh Sweeney  
Name of Company: HUGH SWEENEY Attorney  
Tel. No.: \_\_\_\_\_ Date: 8-31-10

201) 798-4480

STATE OF NEW JERSEY  
Division of Public Contracts Equal Employment Opportunity Compliance

**EMPLOYEE INFORMATION REPORT**  
IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN INK USE BALLPOINT PEN.  
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$10.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.  
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: **058-366000**

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

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **1**

4. COMPANY NAME: **HUGH SWEENEY Attorney**

5. STREET: **265 SECOND ST** CITY: **JERSEY CITY** COUNTY: **HUD** STATE: **NJ** ZIP CODE: **07302**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): **SAME** CITY: STATE: ZIP CODE:

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

8. IF MULTIPLE ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS BY NY

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

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

11. Use Only: TRADE REGISTRY: (INDICATE) ASSIGNED CERTIFICATION NUMBER:

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures in all boxes. When there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in column 1, 2, & 3. DO NOT SUBMIT A ZERO REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Col. 2-4)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****										
				BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	
Official/Management														
Professional	1	1	0					1						
Technician	0													
Sales Workers	0													
Office & Clerical	0													
Construction (Skilled)	0													
Operatives (Skilled)	0													
Laborers (Skilled)	0													
Service Workers	0													
TOTAL	1	1	0					1						
Total employment from previous Report (EEO-1)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:  
 1. Visual Survey  2. Employment Record  3. Other (Specify)

13. IF YES, DATE LAST REPORT SUBMITTED: MO., DAY, YEAR: **LAST YEAR SAME JOB**

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

15. DATES OF PAYROLL PERIODS USED: IN: **NA**

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Last or Type): **HUGH SWEENEY** SIGNATURE: *Hugh Sweeney* TITLE: **Attorney** ISSUE AND DAY YEAR: **8/31/10**

17. ADDRESS NO. & STREET: **265 SECOND ST. J.C.** CITY: **JERSEY CITY** COUNTY: **HUD** STATE: **NJ** ZIP CODE: **07302** PHONE (AREA CODE, NO. EXTENSION): **201-798 4480**

I certify that the information on this Form is true and correct.

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO/DF; PAK - PUBLIC AGENCY; GOLD - VENDOR

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 : HUGH SWEENEY / ATTORNEY  
Address : 265 SECOND Street JC NJ  
Telephone No. : 201) 798-4480  
Contact Name : Hugh Sweeney

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.

\* MANKIND ORIGINATED IN AFRICA - DOES EVERYONE COUNT?

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

N/A

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 :

HUGH SWEENEY

Address :

265 SECOND Street JC NJ

Telephone No. :

201) 798-4480

Contact Name :

Hugh Sweeney

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:

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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.

**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 Law Offices of Robert L. Utsey, Jr. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Law Offices of Robert L. Utsey, Jr. (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: Law Offices of Robert L. Utsey, Jr., Esq.

Signed [Signature] Title: Attorney At Law

Print Name Robert L. Utsey, Jr., Esq. Date: 8/23/10

Subscribed and sworn before me  
this 23 day of August 2010.

My Commission expires:  
Alice Rumbaaut

[Signature]  
(Affiant)  
Robert L. Utsey, Jr., Attorney At Law  
(Print name & title of affiant) (Corporate Seal)

**ALICE RUMBAUT  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID #2341581  
MY COMMISSION EXPIRES  
MARCH 9 2011**

\*\*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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert L. Utsey, Jr., Esq.	18 Washington PL, Glen Ridge NJ 07028

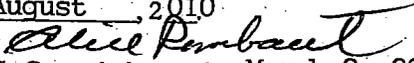
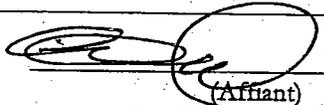
**Part 3 – Signature and Attestation:**

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: Law Offices of Robert L. Utsey, Jr., Esq.

Signed: \_\_\_\_\_ Title: Attorney At Law

Print Name: Robert L. Utsey, jr. Date: 8/23/10

Subscribed and sworn before me this <u>23</u> day of <u>August</u> , 2010  My Commission expires: <u>March 9, 2011</u>	 (Affiant) <u>Robert L. Utsey, Jr. Attorney At Law</u> (Print name & title of affiant) (Corporate Seal)
--	--

ALICE RUMBAUT  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 ID #2341581  
 MY COMMISSION EXPIRES  
 MARCH 9 2011



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Robert L. Utsey, Jr.

Representative's Signature: [Handwritten Signature]

Name of Company: Law Offices of Robert L. Utsey, Jr., Esq.

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Robert L. Utsey, Jr., Esq.  
Representative's Signature: [Signature]  
Name of Company: Law Offices of Robert L. Utsey, Jr.  
Tel. No.: 201-963-1426 Date: 8/23/0

**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 : Law Offices of Robert L. Utsey, Jr., Esq.  
Address : 618 Newark Avenue, Suite 103, Jersey City, NJ 07306  
Telephone No. : 201-963-1426  
Contact Name : Alice Rumbaut

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 : Law Offices of Robert L. Utsey, Jr., Esq.  
Address : 618 Newark Avenue, Suite 103, Jersey City, NJ 07310  
Telephone No. : 201-963-1426  
Contact Name : Alice Rumbaut

Please check applicable category :

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)               | <input type="checkbox"/> 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**

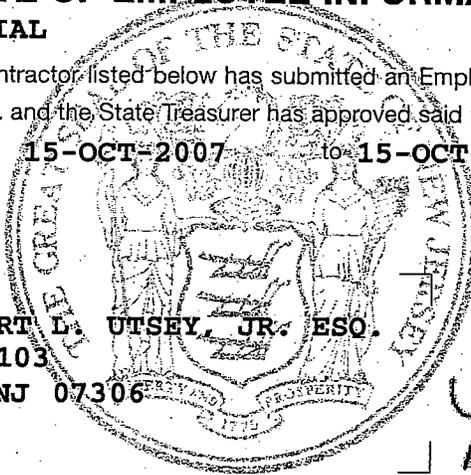
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2007** to **15-OCT-2014**

**LAW OFFICES OF ROBERT L. UTSEY, JR. ESQ.**  
**618 NEWARK AVENUE #103**  
**JERSEY CITY NJ 07306**



*Michael Was*  
Acting State Treasurer



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** UTSEY, ROBERT L JR  
**Taxpayer ID #:** 22-2987977

**Trade Name:**

**Address:** 618 NEWARK AVE STE 103  
JERSEY CITY, NJ 07306-2313

**Certificate Number:** 0077656

**Date of Issuance:** October 25, 2004

**For Office Use Only:**

20041025211439184

**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 NADYA M. ZERQUERA (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 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 \_\_\_\_\_ (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: NADYA M. ZERQUERA  
Signed: [Signature] Title: ATTORNEY  
Print Name: NADYA M. ZERQUERA Date: 8/27/2010

Subscribed and sworn before me  
this 27 day of August, 2010  
My Commission expires:

(Affiant)

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

[Signature]  
ANDREW C. ABRAMS  
ATTORNEY - AT-LAW STATE OF NEW JERSEY

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Mary Spinello for Council	Healy for Mayor 2009
Friends of Steve Lipski	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**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: NJYA M 2009

Signed: [Signature] Title: [Blank]

Print Name: NJYA M 2009 Date: 8/20/2010

Subscribed and sworn before me this 20<sup>th</sup> day of August, 2010  
 My Commission expires: ATTORNEY AT-LAW STATE OF NEW JERSEY

[Signature]  
 (Affiant)  
ANDREW C. ASHAMS, ATTORNEY AT-LAW  
 (Print name & title of affiant) (Corporate Seal) STATE OF NEW JERSEY





## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions:

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

*NADYA M. ZENKOVICH*  
*[Signature]*

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

The contractor and the City of J.E., (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: NADYA M ZERUBVERA  
Representative's Signature: [Signature]  
Name of Company: [Signature]  
Tel. No.: 701-829-4168 Date: 8/27/2010

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

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

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

Business Name : NADYA M. ZARUBA  
Address : 6809 Bergaline Ave Cuff. NJ 07095  
Telephone No. : 201-869-4168  
Contact Name : NADYA or MITA

Please check applicable category :

- |  |  |
|--|--|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input checked="" type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input type="checkbox"/> 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 : NADYA M. ZEROUFA  
Address : 6809 Bergenline Ave. Gut, NJ 07093  
Telephone No. : 201-869-4968  
Contact Name : NADYA or RITA

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ZERQUERA,NADYA M  
**Trade Name:**  
**Address:** 209 34TH ST  
UNION CITY, NJ 07087  
**Certificate Number:** 1444865  
**Effective Date:** October 22, 2008  
**Date of Issuance:** November 05, 2008

**For Office Use Only:**  
20081105142139852

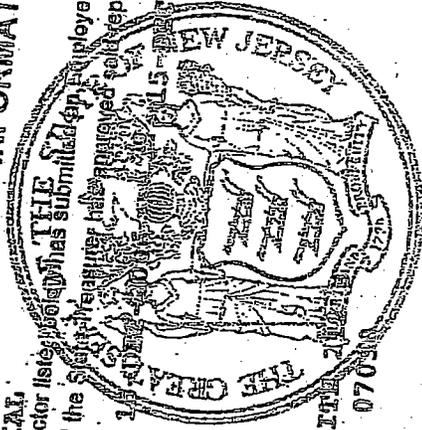
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 39075

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

1/15/2013 to 1/15/2017-2013

KEITH HIRSHORN PC  
50 HARRISON STREET SUITE 200  
HONOLULU HI 96813



*Bradley Abela*

State Treasurer

STATE OF NEW JERSEY DEPARTMENT OF TREASURY

201

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

City Clerk File No. Res. 10-765

Agenda No. 10.N

Approved: NOV 10 2010



TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY, TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2011 FISCAL YEAR**

**COUNCIL**  
Resolution:

offered and moved adoption of the following

**WHEREAS**, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

**WHEREAS**, by virtue of the adoption of a resolution to engage attorney's to act as public defender, Andrew C. Abrams, Esq. of 255 Newark Avenue, Jersey City, New Jersey will perform the duties of a Public Defender; and

**WHEREAS**, pursuant to PL 1997.c.256. Sec. 3 (N.J.S.A. 2B:12-28), any municipal court with two or more municipal public defenders shall have a Chief Municipal Defender who shall be appointed by the governing body of the municipality; and

**WHEREAS**, in accordance with N.J.S.A. 2B:12-28, the City is desirous of appointing Andrew C. Abrams, Esq., as Chief Municipal Public Defender effective July 1, 2010 and expiring on June 30, 2011; and

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

**WHEREAS**, the 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**, Andrew C. Abrams, Esq. 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 Andrew C. Abrams, Esq. from making any reportable contributions during the term of the contract; and

**WHEREAS**, Andrew C. Abrams, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Andrew C. Abrams, Esq. 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**, Andrew C. Abrams, Esq. will receive the sum of **Seven-Thousand (\$7,000.00) Dollars** per year paid in monthly increments.

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

1. Andrew C. Abrams, Esq. shall serve as Chief Municipal Public Defender in addition to the duties he is performing for the City of Jersey City as a Public Defender.

TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY, TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2011 FISCAL YEAR**

- 2. The total amount of this contract will be Seven Thousand (\$7,000.00) Dollar.
- 3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that Seven Thousand (\$7,000.00) Dollars is available in Account No: 11-01-201-43-495-312 for payment of this resolution. *P.O. # 101689*

*Donna Mauer*  
\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

ms:

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY		ABSENT		FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

Andrew C. Abrams, Esq.  
255 Newark Avenue  
Jersey City, New Jersey 07306

RE: Chief Municipal Public Defender

Dear Mr. Abrams:

Jersey City has established a Public Defender Program pursuant to Public Laws 1997, Chapter 256, Section 3 (N.J.S.A. 2B:12-28). You have been selected to serve as Chief Municipal Public Defender. This selection is in addition to and separate and apart from your contract as a participating trial attorney. Your term as Chief Municipal Public Defender will commence July 1, 2010 and expire June 30, 2011. Prior to commencing work, it will be necessary for you to agree to the terms and conditions set forth in this agreement.

As Chief Municipal Public Defender, your duties shall be to schedule, supervise and coordinate the public defenders and administer the office functions related thereto. Your fee will be \$7,000.

The services under this agreement shall be performed exclusively by you, not by any other member of your firm.

The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, you shall be paid for services due up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

If the foregoing meets with your approval, kindly indicate your consent to this agreement by signing your name in the space provided. Return the signed original of this agreement to me promptly thereafter. Retain the enclosed copy for your files.

It is imperative that a signed agreement be returned to this office. Under no circumstances shall any fees be paid unless an executed agreement is on file.

Very truly yours,

WILLIAM MATSIKLOUDIS  
CORPORATION COUNSEL

I hereby agree to the terms and conditions of the within Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

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

City Clerk File No. Res. 10-766

Agenda No. 10.0

Approved: NOV 10 2010



**TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ERIC BERNSTEIN, ESQ. TO PROVIDE LEGAL SERVICES TO THE CITY OF JERSEY CITY IN CONNECTION WITH LITIGATION, LABOR AND EMPLOYMENT MATTERS**

WHEREAS, the City of Jersey City requires the services of Eric Bernstein, Esq. of Bernstein & Associates to represent the City of Jersey City in Litigation, Labor and Employment matters; and

WHEREAS, Eric Bernstein, Esq., 2 North Road, Warren, New Jersey is an attorney-at-law with the State of New Jersey and qualified to perform these services and will provide these services at the rate of \$125 per hour; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in April 2010, 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, Eric Bernstein, Esq. has 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, Eric Bernstein, Esq. 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 Eric Bernstein, Esq. of Bernstein & Associates from making any reportable contributions during the term of the contract; and

WHEREAS, Eric Bernstein, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Eric Bernstein, Esq. 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 cost of these services in Account No.: 11-01-201-20-155-312.

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

1. The agreement with Eric Bernstein of Bernstein & Associates is hereby reauthorized for one year, for a total amount not to exceed \$58,000.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

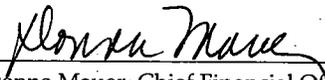
TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ERIC BERNSTEIN, ESQ. TO PROVIDE LEGAL SERVICES TO THE CITY OF JERSEY CITY IN CONNECTION WITH LITIGATION, LABOR AND EMPLOYMENT MATTERS**

3. 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.

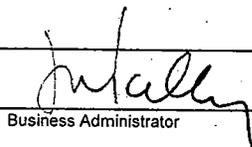
4. The agreement shall be substantially in the form attached subject to such modifications as the Business Administrator shall deem appropriate and necessary.

I hereby certify that there are sufficient funds available in Account No.: 11-01-201-20-155-312 for payment of this resolution. Temp. Enc.<sup>3</sup> 30,000.00 PO 101738

  
Donna Mauer, Chief Financial Officer

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

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

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

Certification Required

Not Required

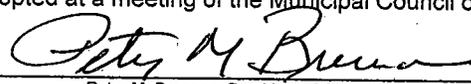
APPROVED 5-1-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY		ABSENT		FULOP		✓		FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON		ABSTAIN		BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk



**CITY OF JERSEY CITY**  
**Office of the Corporation Counsel**

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

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

November 3, 2010

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

**Re: Resolutions Reappointing Eric Bernstein, Esq.**

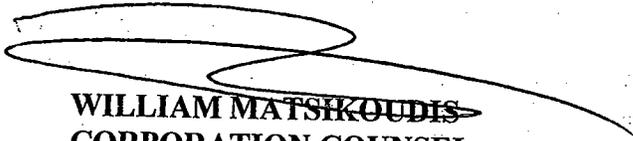
Dear Council President and Members of the Municipal Council:

As you are aware, Jersey City retains outside labor counsel on an annual basis. Last fiscal year, the City retained the firms of Schwartz, Simon, Celso & Edelstein and Eric Bernstein & Associates.

The City has moved from a fiscal year budget to a calendar year budget. Eric Bernstein has previously been retained pursuant to Contracts in the amount of \$125,000 to represent the City with labor matters and the amount of \$75,000 with regard to issues connected with the consolidation of the Department of Public Works and the Jersey City Incinerator Authority. Specifically, Mr. Bernstein has advised the City with regard to furlough and layoff issues.

Although Mr. Bernstein has not exhausted the amounts he was authorized for under the previous resolutions, we are obligated to renew his contract pursuant to N.J.S.A. 40A:11-15, which requires that all Professional Service Contracts be renewed on an annual basis. **We are not seeking the authorization of any additional funds for Mr. Bernstein since he has not exhausted the initial authorization but simply the renewal of his previous contracts.** The Contract of Schwartz, Simon, Celso & Edelstein has expired, and since there are no contract negotiations currently ongoing, the City is dealing with at this time, we are not seeking a new contract with the firm, although we may when the new budget year commences in January 2011.

Very truly yours,

  
**WILLIAM MATSIKOUDIS**  
**CORPORATION COUNSEL**

WM/igp

c: John Kelly, Business Administrator  
Robert Kakoleski, Assistant Business Administrator  
Robert Byrne, City Clerk  
Joanne Monahan, First Assistant Corporation Counsel

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

City Clerk File No. Res. 10-767

Agenda No. 10.P

Approved: NOV 10 2010



**TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH ERIC BERNSTEIN AND ASSOCIATES TO COUNSEL THE CITY OF JERSEY CITY ON LEGAL ISSUES ARISING IN CONNECTION WITH THE RELOCATION OF THE JERSEY CITY DEPARTMENT OF PUBLIC WORKS AND THE JERSEY CITY INCINERATOR AUTHORITY**

WHEREAS, the Corporation Counsel has determined that it was necessary to engage outside counsel to represent and advise the City of Jersey City on legal issues arising from the relocation of the Jersey City Department of Public Works and the Jersey City Incinerator Authority; and

WHEREAS, the City retained the law firm of Eric Bernstein and Associates, 2 North Road, PO Box 4922, Warren, New Jersey 07059 to represent and advise the City in this matter; and

WHEREAS, the law firm of Eric Bernstein and Associates possesses the skills and expertise to perform these services; and

WHEREAS, special counsel agreed to perform these services at the hourly rate of \$125.00 per hour; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in April, 2010, 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, the law firm of Eric Bernstein and Associates submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, in addition Bernstein and Associates have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, Eric Bernstein, Esq. 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 Eric Bernstein, Esq. of Bernstein & Associates from making any reportable contributions during the term of the contract; and

WHEREAS, Eric Bernstein, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Eric Bernstein, Esq. 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 cost of these services in Account No. 04-226-55-000-029.

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH ERIC BERNSTEIN AND ASSOCIATES TO COUNSEL THE CITY OF JERSEY CITY ON LEGAL ISSUES ARISING IN CONNECTION WITH THE RELOCATION OF THE JERSEY CITY DEPARTMENT OF PUBLIC WORKS AND THE JERSEY CITY INCINERATOR AUTHORITY**

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

1. The agreement with Eric Bernstein and Associates is hereby reauthorized for one year, for a total amount not to exceed \$30,000.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: 04-226-55-000-029 for payment of this resolution. *PO 96181*

*Donna Mauer*  
Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_  
APPROVED: *[Signature]*  
Business Administrator

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

Certification Required   
Not Required

APPROVED 6-1  
11/10/10

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

## Office of the Corporation Counsel

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

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

November 3, 2010

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

**Re: Resolutions Reappointing Eric Bernstein, Esq.**

Dear Council President and Members of the Municipal Council:

As you are aware, Jersey City retains outside labor counsel on an annual basis. Last fiscal year, the City retained the firms of Schwartz, Simon, Celso & Edelstein and Eric Bernstein & Associates.

The City has moved from a fiscal year budget to a calendar year budget. Eric Bernstein has previously been retained pursuant to Contracts in the amount of \$125,000 to represent the City with labor matters and the amount of \$75,000 with regard to issues connected with the consolidation of the Department of Public Works and the Jersey City Incinerator Authority. Specifically, Mr. Bernstein has advised the City with regard to furlough and layoff issues.

Although Mr. Bernstein has not exhausted the amounts he was authorized for under the previous resolutions, we are obligated to renew his contract pursuant to N.J.S.A. 40A:11-15, which requires that all Professional Service Contracts be renewed on an annual basis. **We are not seeking the authorization of any additional funds for Mr. Bernstein since he has not exhausted the initial authorization but simply the renewal of his previous contracts.** The Contract of Schwartz, Simon, Celso & Edelstein has expired, and since there are no contract negotiations currently ongoing, the City is dealing with at this time, we are not seeking a new contract with the firm, although we may when the new budget year commences in January 2011.

Very truly yours,



**WILLIAM MATSIKOUDIS**  
CORPORATION COUNSEL

WM/igp

c: John Kelly, Business Administrator  
Robert Kakoleski, Assistant Business Administrator  
Robert Byrne, City Clerk  
Joanne Monahan, First Assistant Corporation Counsel

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

City Clerk File No. Res. 10-768

Agenda No. 10.Q

Approved: NOV 10 2010

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT OF ASSUNCAO BROTHERS, INC., AGAINST THE CITY OF JERSEY CITY

**WHEREAS**, on January 14, 2004, the City of Jersey City (City) awarded a construction contract in the amount of \$3,296,000.43 to Assuncao Brothers, Inc. (ABI); and

**WHEREAS**, that contract is known as the Green Street South Roadway Improvements, Project No. 03-002 and the improvements consisted of road widening, reconstruction of curbs, sidewalks, drainage and traffic signals on Green Street from Essex street north to Christopher Columbus Drive; and

**WHEREAS**, on October 13, 2004, the City awarded a second contract in the amount of \$1,027,712.77 to ABI; and

**WHEREAS**, that contract is known as the Reconstruction of Summit Avenue (Clifton Place to Sip Avenue), Project No. 95-057 and the improvements consisted of the resurfacing of the roadway, construction of new curbs, sidewalks, driveways, drainage systems, traffic loop detectors and traffic control devices; and

**WHEREAS**, on December 15, 2004, the City awarded a third contract in the amount of \$1,118,134.35 to ABI; and

**WHEREAS**, that contract is known as the Reconstruction of Christopher Columbus Drive and Washington Street, Project No. 03-002 and the improvements consisted of the removal of the existing roadbed of Christopher Columbus Drive between Washington Street and Greene Street, the removal of a portion of the existing roadbed of Washington Street from Pearl Street to Montgomery, the construction of new asphalt roadways, concrete curbs, sidewalks, drainage systems and a new traffic signal; and

**WHEREAS**, ABI completed the last of the three contracts in January 2007; and

**WHEREAS**, in August 2008, ABI delivered three (3) claims books to the Municipal Engineer requesting an additional payment of \$1,866,047.51 from the City for contract retainage, additional compensation in connection with the hiring of off-duty police officers as traffic directors, and delay damages; and

**WHEREAS**, the Municipal Engineer denied ABI's claim in its entirety; and

**WHEREAS**, ABI filed a breach of contract claim against the City in the New Jersey Superior Court on August 28, 2009, Assuncao Brothers, Inc. v. City of Jersey City, Docket No.: HUD-L-4325-09; and

**WHEREAS**, ABI's complaint alleged that because of the City's breach of contract, ABI sustained damages in the amount of \$1,866,047.51; and

**WHEREAS**, the City and ABI agreed to attempt to resolve the case through mediation; and

**WHEREAS**, the City and ABI reached a tentative settlement at the end of the last mediation session on October 22, 2010 wherein the City would pay ABI the sum of \$395,000.00; and

**TITLE:** WHEREAS, the settlement will cost the City \$263,325.23 because \$131,674.77 of the \$395,000.00 is contract retainage funds held by the City; and

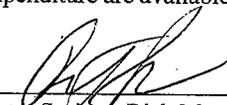
WHEREAS, Corporation Counsel recommends this settlement and ABI has agreed to this settlement and has signed the required releases; and

WHEREAS, the funds for this settlement are available in the City of Jersey City Insurance Fund Account and in the contract construction accounts administered by the Division of Engineering.

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

1. Corporation Counsel is authorized to settle this lawsuit for the sum of \$395,000.00;
2. The City Division of Engineering is authorized to release the contract retainage funds in the amount of \$131,674.77 to ABI;
3. The Jersey City Insurance Fund Commission is authorized to issue a check for \$263,325.23 payable to Assuncao Brothers, Inc.

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

  
 Peter Soriero, Risk Manager

RR/cw  
 10/28/10

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

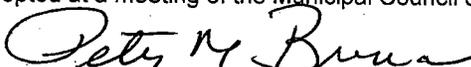
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-769

Agenda No. 10.R

Approved: NOV 10 2010

TITLE:



**RESOLUTION RESCINDING RESOLUTION 10-489 APPROVED ON JULY 14, 2010  
AWARDING A CONTRACT TO JOSEPH M. SANZARI, INC. FOR THE NEWARK  
AVENUE ROADWAY IMPROVEMENTS FEDERAL PROJECT NO. FS-7851(102),  
JERSEY CITY PROJECT NO. 09-006 AND AWARDING THE CONTRACT TO JOGI  
CONSTRUCTION, INC.**

**WHEREAS**, the City of Jersey City (City) accepted bids on May 6, 2010 for the Newark Avenue Roadway Improvements Federal Project No. FS-7851 (102), Jersey City Project No. 09-006 (Project); and

**WHEREAS**, the two lowest bids were:

Joseph M. Sanzari, Inc (Sanzari)....\$3,169,067.80  
Jogi Construction, Inc.(Jogi).....\$3,348,789.94; and

**WHEREAS**, Sanzari did not include with its bid proposal a Certificate of Experience and a Plant & Equipment Questionnaire for a subcontractor that it was required to name in its proposal pursuant to N.J.S.A. 40A:11-16; and

**WHEREAS**, Sanzari submitted the missing documents to City the next day; and

**WHEREAS**, Jogi filed a bid protest with the City indicating that the City had to reject Sanzari's bid because of its failure to include the subcontractor's Certificate of Experience and Plant Equipment & Questionnaire with its bid proposal; and

**WHEREAS**, the bid specifications advised that a bidder's failure to include a named subcontractor's Certificate of Experience would result in an automatic rejection of the bid proposal; and

**WHEREAS**, the City advised Sanzari that its bid was rejected for this reason; and

**WHEREAS**, Sanzari's attorney sent a legal memorandum to the City citing Tec Electric, Inc. v. Franklin Lakes Bd. of Education and Palamar Constr. Inc. v. Tp. of Pennsauken to support the position that the City could waive a minor bid defect and permit Sanzari to cure it by submitting the subcontractor's Certificate of Experience after the bid reception; and

**WHEREAS**, after reviewing the above cases, the Law Department agreed with Sanzari's attorney; and

**WHEREAS**, Resolution 10-489 approved on July 14, 2010 awarded the contract to Sanzari; and

**WHEREAS**, on August 24, 2010, Jogi filed a Complaint in Superior Court seeking to overturn the City's award of the contract to Sanzari and to have the contract awarded to Jogi; and

**WHEREAS**, the Court issued its decision on October 15, 2010 finding that Sanzari's bid defect was a material defect that could not be cured; and

**WHEREAS**, the Court declared the City's award of the contract to Sanzari to be void and ordered the City to review Jogi's bid to determine whether Jogi was a "responsible" bidder; and

**WHEREAS**, the City Engineer and the City's Consultant T.Y. Lin International have completed their review and determined that Jogi's bid is responsive to the bid specifications and that Jogi is a "responsible" bidder; and

TITLE:

**RESOLUTION RESCINDING RESOLUTION 10-489 APPROVED ON JULY 14, 2010 AWARDING A CONTRACT TO JOSEPH M. SANZARI, INC., FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS FEDERAL PROJECT NO. FS-7851(102), JERSEY CITY PROJECT NO. 09-006 AND AWARDING THE CONTRACT TO JOGI CONSTRUCTION, INC.**

**WHEREAS**, the City desires to award the Project contract to Jogi for the sum of **\$3,348,789.94**; and

**WHEREAS**, funds for this project are being provided by the American Recovery and Reinvestment Act (ARRA) and the Newark Avenue City Capital Funds; and

**WHEREAS**, in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., funds are available for this expenditure in the accounts shown below:

Account No. 02-213-40-099-314 (ARRA Grant)	P.O.#: 101646	\$2,925,399.94
Account No. 04-215-55-880-990 (NJDOT NON-PARTICIPATING WORK: NEWARK AVENUE CITY CAPITAL)	P.O.#: 101647	\$ 423,390.00
<b>TOTAL BASE BID+ALTERNATE A</b>		<b>\$3,348,789.94</b>
Account No. 04-215-55-880-990 (NEWARK AVENUE CITY CAPITAL) 20% CONTINGENCY	P.O.#: 101648	\$ 669,757.99
<b>TOTAL ENCUMBRANCE</b>		<b>\$4,018,547.93</b>

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

1. The above recitals are incorporated herein by reference;
2. Resolution 10-489 adopted on July 14, 2010 awarding the contract to Joseph M. Sanzari, Inc., is hereby rescinded;
3. The bid submitted by Jogi Construction, Inc. on May 6, 2010 is accepted by the City and the Project contract is awarded to said company in the amount of **\$3,348,789.94 plus a 20% contingency**;
4. The City Purchasing Agent is directed to have such a contract drawn up and executed;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the construction plans and specifications in all respects, and the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The award of this contract shall be subject to the condition that the 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
7. The award of this contract shall be subject to the approval of the New Jersey Department of Transportation, Bureau of Local Aid, Newark; and

TITLE:

**RESOLUTION RESCINDING RESOLUTION 10-489 APPROVED ON JULY 14, 2010 AWARDING A CONTRACT TO JOSEPH M. SANZARI, INC., FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS FEDERAL PROJECT NO. FS-7851(102), JERSEY CITY PROJECT NO. 09-006 AND AWARDING THE CONTRACT TO JOGI CONSTRUCTION, INC.**

8. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

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

Account No. 02-213-40-099-314 (ARRA Grant) P.O. #: 101646 \$2,925,399.94

Account No. 04-215-55-880-990 (NJDOT NON-PARTICIPATING WORK: NEWARK AVENUE CITY CAPITAL) P.O.#: 101647 \$ 423,390.00  
**TOTAL BASE BID+ALTERNATE A** \$3,348,789.94

Account No. 04-215-55-880-990 (NEWARK AVENUE CITY CAPITAL) 20% CONTINGENCY P.O. #: 101648 \$ 669,757.99  
**TOTAL ENCUMBRANCE** \$4,018,547.93

Approved: [Signature]  
Chuck F. Lee, P.E.  
City Engineer

Approved: [Signature]  
Rodney Hadley  
Director, DPW

RR  
10-28-10

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

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

Certification Required

Not Required

APPROVED **7-0**  
**11/10/10**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

## RESOLUTION FACT SHEET

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

### 1. Full Title of Resolution Agreement:

Resolution Rescinding Resolution 10-489 approved on July 14, 2010 awarding a contract to Joseph M. Sanzari, Inc., for Newark Avenue Roadway Improvements Federal Project No. FS-7851 (102) Jersey City Project No. 09-006 and awarding the contract to Jogi Construction, Inc.

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

John Mucha, P.E. Supervising Engineer and Raymond Reddington, Supervisory Assistant Corporation Counsel

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

Rescind Resolution No. 10-489 approved on July 14, 2010, awarding a contract to the lowest bidder **Joseph M. Sanzari, Inc.** and award a contract to the second lowest bidder Jogi Construction, Inc. in the total base bid amount plus alternate A of \$3,348,789.94.

<u>LIST OF BIDDERS</u>	<u>BASE BID + ALTERNATE A</u>
1. Joseph M. Sanzari, Inc. Hackensack, New Jersey	\$3,169,067.80
2. Jogi Construction, Inc. Edison, New Jersey	\$3,348,789.94
3. English Paving Co., Inc. Clifton, New Jersey	\$3,399,133.73
4. New Prince Concrete Construction Co., Inc. Hackensack, New Jersey	\$3,668,620.00*
5. Concrete Construction Corp. South Hackensack, New Jersey	\$3,756,998.15
6. Smith-Sondy Wallington, New Jersey	\$3,802,536.66
7. Flanagan's Contracting Group, Inc. Hillsborough, New Jersey	\$4,222,271.49
8. Top Line Construction Corp. Somerville, New Jersey	\$4,387,117.21

\*Corrected Bid Amount

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

Jogi Construction, Inc., filed a complaint in Superior Court seeking to overturn the City's award of the contract to Joseph Sanzari, Inc. and to have the contract awarded to Jogi. The Court declared the City's award of the contract to Sanzari to be void and ordered the City to review Jogi's Bid to determine whether Jogi was a "responsible" bidder. The City Engineer and its consultant TY Lin International have completed their review and determined that Jogi's bid is responsive to the bid specifications and that Jogi is a "responsible" bidder. As a result, the City desires to award a new contract to Jogi Construction.

## Resolution Fact Sheet (Continued)

Newark Avenue is currently in poor condition with deteriorating curbs, sidewalks, asphalt pavement, traffic striping and a lack of traffic signs.

This project will construct streetscape improvements funded by the American Recovery and Reinvestment Act (ARRA) which shall consist of new charcoal gray concrete curb and sidewalk, handicapped curb ramps with detectable warning surface, reconstruction of basement and coal storage vaults under the sidewalk as required, decorative street lights, replacement of some catchbasins, replacement and/or resetting of catchbasins, water valve box and manhole castings, beam guide rail repairs, milling and resurfacing of the roadway, new traffic striping and signs, polymer-resin imprinted crosswalks, planting of new trees in traditional tree pits and concrete planters, decorative benches, and trash receptacles, and video image detectors.

A separate project entitled Newark Avenue Roadway Improvements, Phase 3 Additional Side Street Work J.C. Project No. 09-006X will continue the above noted streetscape improvements on side streets along Newark Avenue due to ineligible Federal funding under the ARRA Grant.

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

The Newark Avenue Roadway project will improved pedestrian and vehicular traffic flow and safety, decrease air pollution, improve aesthetics and encourage shopping, fine dining, nightlife, culture venues for the community and future redevelopment.

### **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):**

Funds for this project are being provided by the American Recovery and Reinvestment Act (ARRA) and Newark Avenue City Capital Funds.

## FINAL PROJECT FUNDING SUMMARY

<u>Funding Source</u>	<u>Account No.</u>	<u>Amount</u>
ARRA Grant	02-213-40-099-314	\$ 2,925,399.94
Newark Avenue Capital	04-215-55-880-990	\$ 423,390.00
<b>Total Base Bid Amount + Alternate A</b>		<b>\$ 3,348,789.94</b>
Newark Avenue Capital	04-215-55-880-990	\$ 669,757.99
20 % Contingency		
<b>Total Encumbrance</b>		<b>\$ 4,018,547.93</b>

### Funding Sources for 09-006 and 09-006X Projects

\$4,311,708.00	American Recovery and Reinvestment Act Grant for Construction
\$1,020,000.00	NJDOT Local Aid ATP 2010 Grant
\$2,422,000.00	Newark Avenue Streetscape Capital Account
\$ 154,600.00	TYLI Professional Engineering Services Contract for Design (City Funds: Operating Budget)
\$ 170,960.00	TYLI Professional Engineering Services Contract for Construction Inspection and Testing (Newark Avenue Streetscape Capital Account)

### Construction Costs

Project No. 09-006	\$3,348,789.94 + 20% Contingency	\$669,757.99	=	\$4,018,547.93
Project No. 09-006x	<u>\$1,185,761.52</u> +20% Contingency	\$237,152.30	=	<u>\$1,422,913.82</u>
Total	\$4,354,829.32	Total Encumbered		\$5,441,461.75

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

Construction to start in Spring 2011

**Resolution Fact Sheet (Continued)**

**8. Anticipated Completion Date:**

Time for completion is 300 Calendar Days. Construction to be completed by the end of 2011.

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

<u>John Mucha, P.E.</u> NAME	<u>(201) 547-4757</u> TELEPHONE	<u>                    </u> EVENING
---------------------------------	------------------------------------	--

**10. Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

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

11/5/10  
\_\_\_\_\_  
Date

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

11/3/10  
\_\_\_\_\_  
Date

**EEO/AFFIRMATIVE  
ACTION  
REQUIREMENTS  
CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
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)

## EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27

### CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

## EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

## EXHIBIT B (Cont)

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

## EXHIBIT B (Cont)

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

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

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

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

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

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

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

Representative's Name/Title (Print): Gina Becker  
President

Representative's Signature: Gina Becker

Name of Company: Jog Construction, Inc.

Tel. No.: 732-549-1171 Date: 11/2/10

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

The contractor and the City of Jessay City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Gina Becker / President  
Representative's Signature: Gina Becker  
Name of Company: Jogi Construction, Inc  
Tel. No.: 732-549-1771 Date: 11/2/10

# STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201  
Revised 10/03

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.  
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
3. NAME AND ADDRESS OF PRIME CONTRACTOR  (Name)  (Street Address)  (City) (State) (Zip Code)		CONTRACT NUMBER	DATE OF AWARD
		DOLLAR AMOUNT OF AWARD	
		6. NAME AND ADDRESS OF PROJECT	7. PROJECT NUMBER
		COUNTY	8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
4. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/>			

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

# STATE OF NEW JERSEY DIVISION OF CONTRACT COMPLIANCE

## FORM AA202

*State Of New Jersey*  
Division Of Contract Compliance And  
Equal Employment Opportunity In Public Contracts

FORM AA-202  
REV. 8-01

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

**READ INSTRUCTIONS ON BACK CAREFULLY BEFORE COMPLETING**

3. FID or SS#

**THIS FORM PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.**

1. Name and address of Prime Contractor

2. Contractor ID #

4. Reporting Period

(NAME)

5. Public Agency Awarding Contract

Date of Award

(ADDRESS)

6. Name and Location of Project County

7. Project ID#

(CITY)

(STATE)

(ZIP CODE)

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	I. PERSON EMPLOYED COMPLETED	II. TRADE CLASS (SEE REVERSE)	CLASSIFICATION (SEE REVERSE)	II. NUMBER OF EMPLOYEES							12. TOTAL		13. WORK HOURS				14. % OF WORKERS				15. CUM. WORK HRS				16. CUM. % OF WH				
				A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
				TOTAL	BLACK	HISPANIC	ASIAN/PAC	AMIAN	INDIAN	OTHER	NON	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN
		J																											
		AP																											
		J																											
		AP																											
		J																											
		AP																											
		J																											
		AP																											

17. COMPLETED BY (PRINT OR TYPE) I HEREBY CERTIFY THAT THE FOREGOING STATEMENTS ARE TRUE. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

(NAME)

(SIGNATURE)

(TITLE)

(AREA CODE) (TELEPHONE NUMBER)

(EXT.)

(DATE)

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

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

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

Business Name : Jogi Construction, Inc.  
Address : 29 Wood Ave. Edison, NJ 08820  
Telephone No. : 732-549-1721  
Contact Name : Gina Becker

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 : Jogi Constaction, Inc.  
Address : 29 Wood Ave Edison, NJ 08820  
Telephone No. : 732-549-1771  
Contact Name : Gina Becker

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

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

Project: Newark Avenue Roadway Improvements # 09-006

Contractor: Jogi Construction, Inc Bid Amt. \$ 3,348,289.94

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Electric	\$80,110			✓
Plumbing	\$20,970			✓
Structural Steel	\$52,250			✓
Paving / Milling	\$327,582			✓

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

CONTINUED ON NEXT PAGE

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

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

Project: Newark Ave. Roadway Improvements # 09-006

Contractor: Jogj Construction, Inc. Bid Amt. \$3,348,789.94

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Electric	\$80,110			✓
Plumbing	\$20,970			✓
Structural Steel	\$52,250			✓
Paving / Milling	\$327,582			✓

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

CONTINUED ON NEXT PAGE

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
Electric	Tiffany Electric	\$80,110			✓
Plumbing	Vincent Zigerelli	\$20,970			✓
Structural steel	Integrity Iron	\$52,250			✓
Paving/milling	Lucas Const. Corp.	\$327,582			✓

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

Contacting all unions & informing them of requirements along with vendors & subs.

Name of Contractor Jogi Construction, Inc.

by: Signature Gina Becker

Type or print name/title: Gina Becker/President

Tel. No. 732-549-1771 Date: 11/2/10

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
Electric	Tiffany Electric	\$80,110			✓
Plumbing	Vincent Zigaralli	\$20,970			✓
Structural Steel	Integrity Iron	\$52,250			✓
Paving/Milling	Lucas Const. Corp.	\$327,582			✓

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

contacting all unions & informing them of requirements along with vendors & subs.

Name of Contractor Jogi Construction, Inc.

by: Signature Gina Becker

Type or print name/title: Gina Becker/President

Tel: No. 732-549-1771 Date: 11/2/10

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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



SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date:

Local Union: \_\_\_\_\_

Re: *Newark Ave Roadway Imp* Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of \_\_\_\_% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

\_\_\_\_\_

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

Construction Contracts

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

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

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

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR**

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 182  
TRENTON, NJ 08646

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#: 970-097-3921600

ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611

ISSUANCE DATE: 07/14/04

TRADE NAME: AMI

CLASSIFICATION: STRA

SEQUENCE NUMBER: 0107

*John S. Tully*  
Acting Director

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

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
20041014112823533

Revised April 6, 2010

Minority/Women Business Participation  
In City Construction Contracts  
City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

## **I Policy**

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

## **II Purpose**

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

**III Suggested participation level for minority and women owned subcontractors:**

A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).

B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.

C. Suggested participation levels for this project are:

Minority Owned .....20% of total dollar amount of contract

Woman owned .....5% of dollar amount of contract

**IV Availability of information/referral lists of minority/women businesses**

A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work.

Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . .", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJS A 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder ( or three lowest responsible bidders ) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder ( or three lowest ) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a

hearing in accordance with applicable law ( local, state and federal).

5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

## **II Awarding of contract**

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

Certificate Number  
632838

Registration Date: 09/26/2010  
Expiration Date: 09/25/2012



# 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. 34:11-56.43, 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:

Jog Construction, Inc  
**2010**

Responsible Representative(s):  
Gina Becker, President

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

01/28/2008 15:58 FAX

002/003

01/13/2008 21:27 FAX 8736309629

JOGI CONSTRUCTION INC

001

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:  
JOGI CONSTRUCTION INC

TRADE NAME:

ADDRESS:  
28 KEYES STREET  
FLORHAM PARK, NJ 07932  
EFFECTIVE DATE:

SEQUENCE NUMBER:

1100584

ISSUANCE DATE:

11/03/04

02/22/99

*Jogi S. Teatly*  
Director

FORM-BRC(08-01)

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

**FEDERAL AID  
EEO/AFFIRMATIVE ACTION  
REQUIREMENTS**

PROJECT: 09-006 Newark Avenue Roadway Improvements  
MUNICIPALITY: City of Jersey City  
COUNTY: Hudson  
BIDDER: Jagi Construction, Inc.

THE BIDDER HEREBY CERTIFIES TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY,

**I. AFFIRMATIVE ACTION**

THAT AN AFFIRMATIVE ACTION PROGRAM OF EQUAL OPPORTUNITY, IN SUPPORT OF PL 1945, C 169, THE NEW JERSEY "LAW AGAINST DISCRIMINATION" AS SUPPLEMENTED AND AMENDED, AS WELL AS IN ACCORDANCE WITH EXECUTIVE ORDER NO. 11246 PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, SEPTEMBER 24, 1965 AND EXECUTIVE ORDER NO. 11625, PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, OCTOBER 13, 1971, HAS BEEN ADOPTED BY THIS ORGANIZATION TO ENSURE THAT APPLICANTS ARE EMPLOYED, EMPLOYEES ARE TREATED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE, AND THAT THE SELECTION AND UTILIZATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS SHALL BE DONE WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE. SAID AFFIRMATIVE ACTION PROGRAM ADDRESSEES BOTH THE INTERNAL RECRUITMENT, EMPLOYMENT AND UTILIZATION OF MINORITIES AND THE EXTERNAL RECRUITMENT POLICY REGARDING MINORITY CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

**II. THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

THAT IF THE BIDDER HAS PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE, AS REQUIRED BY EXECUTIVE ORDER 10925, 11114, OR 11246, ALL REPORTS DUE UNDER THE APPLICABLE FILING REQUIREMENTS HAVE BEEN FILED WITH THE JOINT REPORTING COMMITTEE, THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE, A FEDERAL GOVERNMENT CONTRACTING OR ADMINISTRATING AGENCY, OR THE FORMER PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY.

**NOTE:** THIS SECTION (II) IS REQUIRED BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7 (B) (1)) FOR FEDERALLY FUNDED PROJECTS, AND MUST BE CERTIFIED TO BY BIDDERS ONLY IN CONNECTION WITH CONTRACTS AND SUBCONTRACTS WHICH ARE SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE. CONTRACTS AND SUBCONTRACTS WHICH ARE EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE ARE SET FORTH IN 41 CFR 60-1.5. (GENERALLY ONLY CONTRACTS AND SUBCONTRACTS OF \$10,000 OR UNDER ARE EXEMPT).

CURRENTLY, STANDARD FORM 100 (EEO-1) IS FOR FHWA AND FRA FUNDED PROJECTS AND STANDARD FORMS 100 (EEO-1) AND 257 ARE FOR UMTA FUNDED PROJECTS AS REQUIRED BY EXECUTIVE ORDERS OR THEIR IMPLEMENTING REGULATIONS.

CONTRACTORS WHO HAVE PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EXECUTIVE ORDERS AND HAVE NOT FILED THE REQUIRED REPORTS SHOULD NOTE THAT 41 CFR 60-1.7(B) (1) PREVENTS THE AWARD OF CONTRACTS UNLESS SUCH CONTRACTOR SUBMITS A REPORT COVERING THE DELINQUENT PERIOD OR SUCH OTHER PERIOD SPECIFIED BY THE PARTICIPATING FEDERAL AGENCY OR BY THE DIRECTOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE, U.S. DEPARTMENT OF LABOR.

PROJECT: 09-006 Newark Avenue Roadway Improvements  
MUNICIPALITY: City of Jersey City  
COUNTY: Hudson  
BIDDER: Jog's Construction, Inc.

**III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT BY OTHERS**

THAT THIS PROPOSAL HAS BEEN EXECUTED WITH FULL AUTHORITY SO TO DO; THAT SAID BIDDER HAS NOT, DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE, COMPETITIVE BIDDING IN CONNECTION WITH THE ABOVE NAMED PROJECT; AND THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE STATE OF NEW JERSEY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID PROJECT.

THE BIDDER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE SUCH CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENCIES MAINTAINED BY THE BIDDER. (N.J.S.A. 52:34-15)

**IV. CERTIFICATION FOR FEDERAL AID CONTRACTS**

THAT 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 AND OFFICER OR EMPLOYEE OF ANY FEDERAL AGENCY, A MEMBER OF CONGRESS, AND 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.

THAT 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 FEDERAL 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.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS 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.

THE PROSPECTIVE PARTICIPANT ALSO AGREES BY SUBMITTING HIS OR HER BID OR PROPOSAL THAT HE OR SHE SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN ALL LOWER TIER SUBCONTRACTS, WHICH EXCEED \$100,000 AND THAT ALL SUCH SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

**V. THIS SECTION IS RESERVED**

PROJECT: 09-006 Newark Avenue Roadway Improvements  
MUNICIPALITY: City of Jersey City  
COUNTY: Hudson  
BIDDER: Jogi Construction, Inc.

**VI. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)  
(REQUIRED FOR FHWA LOCAL LEAD PROJECTS)**

THAT HE SHALL MEET THE REQUIREMENTS OF THE DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION ATTACHMENT IN ORDER TO ENSURE THAT DISADVANTAGED BUSINESS ENTERPRISES, AS DEFINED IN THAT ATTACHMENT, HAVE THE MAXIMUM OPPORTUNITY TO COMPETE FOR AND PERFORM SUBCONTRACTS.

**VII. DEBARMENT  
(REQUIRED FOR FHWA PROJECTS)**

THAT HE AND HIS PRINCIPALS:

ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OF RECEIVING STOLEN PROPERTY;

ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN THE ABOVE PARAGRAPH OF THIS CERTIFICATION; AND

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE DEFAULT.

SHALL INSERT FORM FHWA 1273 IN EACH SUBCONTRACT AND SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY TURN BE MADE.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE BIDDER SHALL EXPLAIN BELOW.

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PROJECT: 09-006 Newark Avenue Roadway Improvements  
MUNICIPALITY: City of Jersey City  
COUNTY: Hudson  
BIDDER: Jogi Construction, Inc.

**BIDDERS' SIGNATURE AND NOTIFICATION**

I HAVE FULL AUTHORITY TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BIDDER NAMED ON PAGE ONE OF THIS PROPOSAL. IN EXECUTING THIS PROPOSAL I HEREBY DECLARE THAT THE BIDDER HAS CAREFULLY EXAMINED THE ADVERTISEMENT, STANDARD SPECIFICATIONS, SUPPLEMENTARY SPECIFICATIONS, PLANS, PROPOSAL AND ALL OTHER CONTRACT DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT NAMED ON PAGE ONE OF THE PROPOSAL.

AN INDIVIDUAL  
THE BIDDER IS ~~A PARTNERSHIP~~ UNDER THE LAWS OF  
A CORPORATION

THE STATE OF New Jersey HAVING PRINCIPAL OFFICES  
AT 29 Wood Ave. Edison, NJ 08820

(BIDDER) Jogi Construction Inc  
(SIGNATURE) Gina Becker  
(TITLE) Gina Becker / President

SUBSCRIBED AND SWORN TO BEFORE ME THIS

2 DAY OF November 2010  
Cathy A. Carroll  
NOTARY PUBLIC OF

AFFIX  
CORPORATE  
SEAL  
HERE

MY COMMISSION EXPIRES \_\_\_\_\_ 19 \_\_\_\_

CATHY A. CARROLL  
Notary Public of New Jersey  
Commission Expires 5/19/2011

PROJECT: 09-006 Newark Avenue Roadway Improvements  
 MUNICIPALITY: City of Jersey City  
 COUNTY: Hudson  
 DATE: 11/2/10

Jogi Construction, Inc.  
 BIDDER - PRINT NAME

Gina Becker  
 DBE LIAISON OFFICER  
732-549-1771  
 TELEPHONE NUMBER

DBE FORM A  
 SCHEDULE OF DBE PARTICIPATION

BID AMOUNT: \$3,348,789.94

CLASSIFICATION	NAME OF MINORITY CONTRACTOR	ADDRESS	TYPE OF WORK (ELECTRICAL, PAVING, ETC) & CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	PROJECTED COMMENCEMENT & COMPLETION DATE FOR WORK	ACTUAL DOLLAR AMOUNT OF SUB-CONTRACT WORK
S	Lucas Construction Group, Inc.	173 Amboy Road Morganville, NJ 07751	Milling & Paving	April 2011 - May 2011	\$327,582.00

- CLASSIFICATION:
- S = SUBCONTRACTOR (100% CREDIT)
  - M = MANUFACTURER (100% CREDIT)
  - RD/S = REGULAR DEALER/SUPPLIER (60% CREDIT)
  - RD/I = REGULAR DEALER/INSTALLER (100% CREDIT)
  - T/H = TRUCKER/HAULER (100% CREDIT)
  - EL = EQUIPMENT LESSOR (100% CREDIT)

NOTES: A REGULAR DEALER/SUPPLIER MUST MAINTAIN INVENTORY AND/OR OWN OR OPERATE DISTRIBUTION EQUIPMENT. PRIME CONTRACTOR WILL NOT RECEIVE CREDIT FOR DBE BROKER PARTICIPATION.





PROJECT: 09-006 Newark Avenue Roadway Improvements. BIDDER IDENTIFICATION NO. \_\_\_\_\_

FORM B- AFFIDAVIT OF EMERGING SMALL BUSINESS ENTERPRISE (ESBE) STATUS

STATE OF New Jersey

SS.

COUNTY OF Middlesex

I, Gina Becker OF THE Borough OF Floham Park IN THE COUNTY OF Morris AND THE STATE OF New Jersey, BEING FULL AGE AND SWORN ACCORDING TO LAW ON MY OATH DEPOSE AND SAY THAT:

I AM President OF THE FIRM OF Jogi Construction, Inc. HAVING AN ADDRESS OF 29 Wood Ave Edison, NJ 08820 WHICH FIRM IS A DEFINED IN SECTION V, PARAGRAPH B.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS AFFIDAVIT AND WILL PROVIDE INFORMATION REQUESTED BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO DOCUMENT THE FACT THAT THE SAID FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

2nd DAY OF November 2010

Cathy A. Carroll NOTARY PUBLIC OF

MY COMMISSION EXPIRES 20

Gina Becker  
(SIGNATURE) Gina Becker - President

CATHY A. CARROLL  
Notary Public of New Jersey  
Commission Expires 5/19/2011

NJDOT FORM B

FEDERAL ATTACHMENT

See Attached.

PROJECT: Newark Ave Roadway Proj. (ARRA)

BIDDER IDENTIFICATION NO. \_\_\_\_\_

FORM B- AFFIDAVIT OF EMERGING SMALL BUSINESS ENTERPRISE (ESBE) STATUS

STATE OF NEW JERSEY

SS.

COUNTY OF ESSEX

I, Brian Desrosiers OF THE Township OF Randolph IN THE COUNTY OF Horris AND THE STATE OF New Jersey, BEING FULL AGE AND SWORN ACCORDING TO LAW ON MY OATH DEPOSE AND SAY THAT:

I AM President OF THE FIRM OF Tiffany Electric, Inc. HAVING AN ADDRESS OF 3 Edison Place Fairfield NJ 07004 WHICH FIRM IS A DEFINED IN SECTION V, PARAGRAPH B.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS AFFIDAVIT AND WILL PROVIDE INFORMATION REQUESTED BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO DOCUMENT THE FACT THAT THE SAID FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

*Joyce Hakimian*

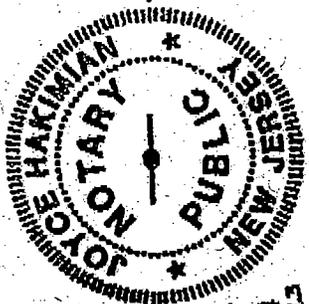
SUBSCRIBED AND SWORN TO BEFORE ME THIS

5th DAY OF May 2010

NOTARY PUBLIC OF

MY COMMISSION EXPIRES 20

*Joyce Hakimian*  
(SIGNATURE)



JOYCE HAKIMIAN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 10/31/2013

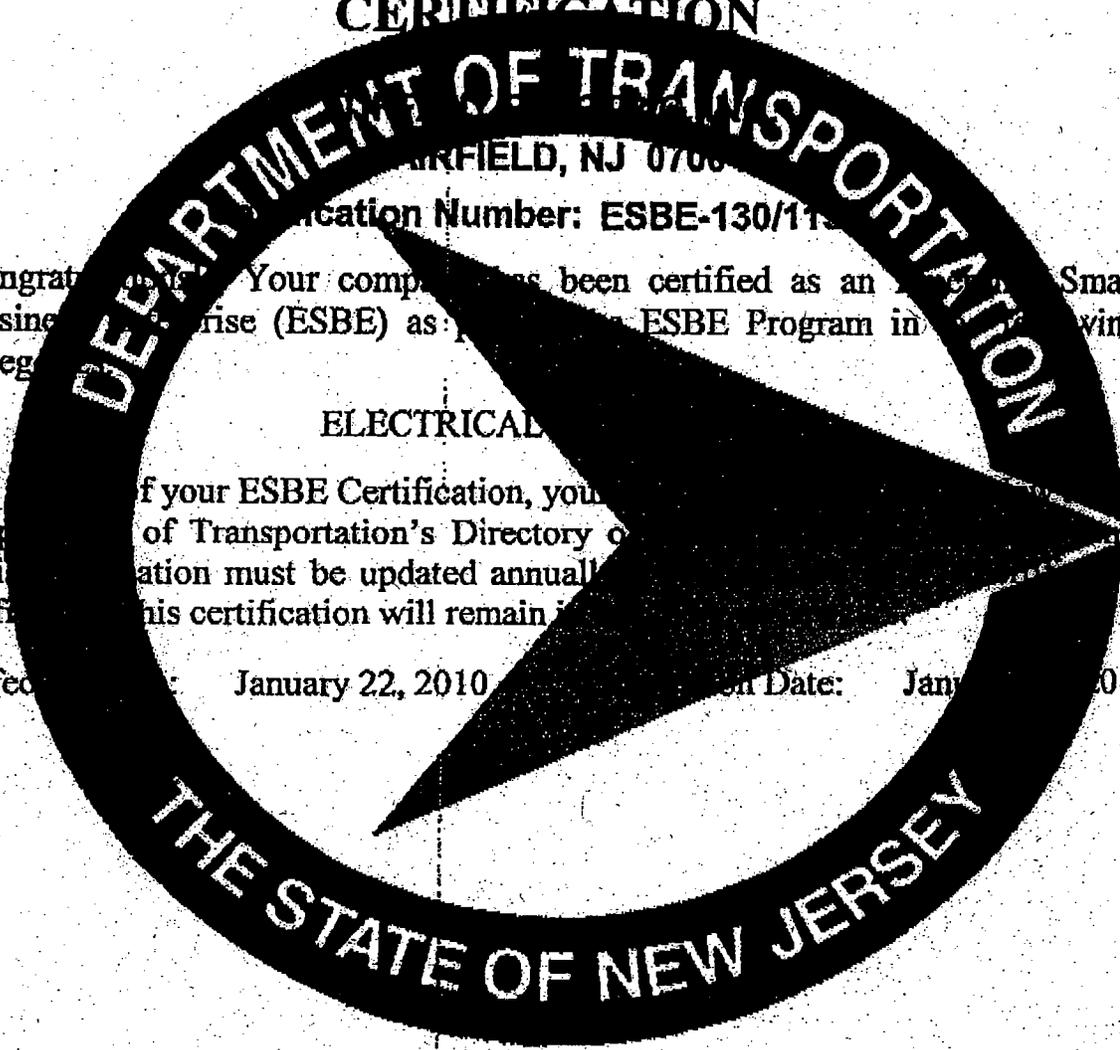
NOTOT FORM B

FEDERAL ATTACHMENT

# New Jersey Department of Transportation

## Emerging Small Business Enterprise Program Certificate

### CERTIFICATION



...RFIELD, NJ 0700...

...ication Number: ESBE-130/113...

Congratulations! Your company has been certified as an Emerging Small Business Enterprise (ESBE) as part of the ESBE Program in the following category:

**ELECTRICAL**

As a result of your ESBE Certification, you will be listed in the New Jersey Department of Transportation's Directory of Emerging Small Business Enterprises. This certification must be updated annually. This certification will remain in effect until:

Effective Date: January 22, 2010      Expiration Date: January 22, 2013

*Nelida Valentin*

Nelida Valentin  
Executive Director

*Paul F. Sprewell*

Paul F. Sprewell  
Manager



New Jersey Unified Certification Program



THE PORT AUTHORITY OF NY & NJ

New Jersey Department of Transportation

# CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE LUCAS CONSTRUCTION GROUP, INC.

This certificate acknowledges that the above named firm is certified as a Disadvantaged Business Enterprise as defined in Title 49, Part 26 of the US Code of Federal Regulations. This certification will remain in effect for three years from the certification date and must be updated annually. The New Jersey Department of Transportation must be notified within 30 days of any changes in the business that may affect ownership and control.

Your firm will be listed in the NJ UCP directory under the following NAICS Code(s).

NAICS CODE	237310 Highway, Street and Bridge Construction	237110 Water, Sewer Line and Related Structures Construction	238910 Site Preparation Contractors
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NJ Department of Transportation certified your firm as a DBE on behalf of all NJ UCP partners.

Signed:   
Joseph W. Mrozek, Deputy Commissioner

Signed:   
Paul F. Sprewell, Manager

CERTIFICATION DATE: October 4, 2009

EXPIRATION DATE: October 3, 2012

JON S. CORZINE  
Governor



DAVID ROUSSEAU  
State Treasurer

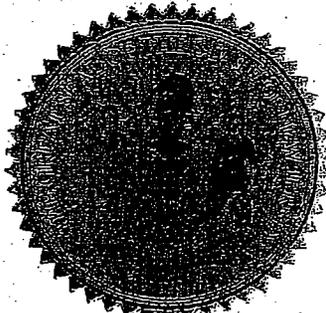
## APPROVED

*by the*  
Department of the Treasury  
Division of Minority and Woman Business Development  
*under the*  
Small Business Set-Aside Act  
and  
Women and Minority Certification Program

This certificate acknowledges LUCAS CONSTRUCTION GROUP INC as a Category 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Certification Number: 47507-20

*Nina E. Moseley*

Nina E. Moseley  
Senior Director

Issued: May 14, 2009

Expiration: May 13, 2012

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

City Clerk File No. Res. 10-770

Agenda No. 10.5

Approved: NOV 10 2010

TITLE:



**RESOLUTION RESCINDING RESOLUTION 10-626 APPROVED ON SEPTEMBER 15, 2010 AWARDING A CONTRACT TO ARCO CONSTRUCTION GROUP FOR THE CONSTRUCTION OF THE JERSEY CITY POLICE DEPARTMENT WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 AND AWARDING THE CONTRACT TO VANAS CONSTRUCTION COMPANY, INC.**

**WHEREAS**, the City of Jersey City (City) accepted bids on August 5, 2010 for the construction of the West District Police Precinct, Project No. 2007-002 (Project); and

**WHEREAS**, the two lowest bids were:

Arco Construction Group (Arco).....\$9,653,153.00

Vanas Construction Company, Inc. (Vanas)....\$9,750,000.00; and

**WHEREAS**, Arco did not include with its proposal a Certificate of Experience and a Plant & Equipment Questionnaire for a subcontractor that it was required to name in its proposal pursuant to N.J.S.A. 40A:11-16; and

**WHEREAS**, Arco submitted the missing documents a few hours after the bid reception; and

**WHEREAS**, Vanas filed a bid protest with the City indicating that the City had to reject Arco's bid because of its failure to include the subcontractor's Certificate of Experience and Plant Equipment & Questionnaire with its proposal; and

**WHEREAS**, the bid specifications advised that a bidder's failure to include a named subcontractor's Certificate of Experience would result in an automatic rejection of the bid proposal; and

**WHEREAS**, after reviewing the cases of Tec Electric, Inc. v. Franklin Lakes Bd. of Education and Palamar Constr. Inc. v. Tp. of Pennsauken, the Law Department determined that Arco's failure to include the subcontractor's Certificate of Experience was a minor bid defect which the City could allow the low bidder to cure; and

**WHEREAS**, Resolution 10-626 approved on September 15, 2010 awarded the Project contract to Arco; and

**WHEREAS**, on September 17, 2010, Vanas filed a Complaint in Superior Court seeking to overturn the City's contract award to Arco and to have the contract awarded to Vanas; and

**WHEREAS**, the Court issued its decision on October 15, 2010 finding that Arco's bid defect was a material defect that could not be cured; and

**WHEREAS**, the Court declared the award of the Project contract to Arco to be void and ordered the City to review Vanas's bid to determine whether Arco was a "responsible" bidder; and

**WHEREAS**, the City's Director of Architecture has completed his review and determined that Vanas's bid is responsive to the bid specification and that Vanas is a "responsible bidder"; and

City Clerk File No. Res. 10-770  
Agenda No. 10.S NOV 10 2010

TITLE:

**RESOLUTION RESCINDING RESOLUTION 10-626 APPROVED ON SEPTEMBER 15, 2010 AWARDING A CONTRACT TO ARCO CONSTRUCTION GROUP FOR THE CONSTRUCTION OF THE JERSEY CITY POLICE DEPARTMENT WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 AND AWARDING THE CONTRACT TO VANAS CONSTRUCTION COMPANY, INC.**

**WHEREAS**, the City desires to award the Project contract to Vanas for the sum of **\$9,750,000.00**; and

**WHEREAS**, in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq. funds are available for this contract in the following accounts:

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-857-990	101642	\$ 9,750,000.00
04-215-55-857-990	101643 (Contingency)	\$ 975,000.00
	Total Encumbrancy.....	\$10,725,000.00

**WHEREAS**, a grant was awarded by the New Jersey Department of Energy for green related materials for this Project in the amount of \$790,148.00 (Green Items Only):

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
02-213-40-000-508	101644	\$790,148.00

**WHEREAS**, the City will encumber the full amount of the grant and drop unused funds at the end of the Project because the City is unable to determine the exact amount of the grant funds that will be needed because Vanas's schedule of values for the green components of the Project has not yet been submitted to the City.

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

1. The above recitals are incorporated herein by reference;
2. Resolution 10-627 adopted on September 15, 2010 awarding the Project contract to Arco Construction Group is hereby rescinded;
3. The bid submitted by Vanas Construction Company, Inc., is accepted and a contract in the amount of \$9,750,000.00 is awarded to Vanas Construction Company, Inc. and the Purchasing Agent is directed to have such a contract drawn up and executed;
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the construction plans and specifications in all respects, and the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

City Clerk File No. Res. 10-770

Agenda No. 10.S NOV 1 0 2010

TITLE:

**RESOLUTION RESCINDING RESOLUTION 10-626 APPROVED ON SEPTEMBER 15, 2010 AWARDING A CONTRACT TO ARCO CONSTRUCTION GROUP FOR THE CONSTRUCTION OF THE JERSEY CITY POLICE DEPARTMENT WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 AND AWARDING THE CONTRACT TO VANAS CONSTRUCTION COMPANY, INC.**

- 5. The award of this contract shall be subject to the condition that the 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
- 6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

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

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-857-990	<u>101642</u>	\$ 9,750,000.00
04-215-55-857-990	<u>101643</u> (Contingency)	\$ 975,000.00
	Total Encumbrancy.....	\$10,725,000.00

RR/cw  
10/28/10

APPROVED: \_\_\_\_\_  
*[Signature]*

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 6-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY		ABSENT		FULOP		✓		FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

RESOLUTION FACT SHEET  
OF BID RECEPTION

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VANAS CONSTRUCTION CO., INC. FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION**

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

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:** Twenty-Three (23)

**DATE BIDS WERE PUBLICLY RECEIVED:** August 5, 2010

**NUMBER OF BIDS RECEIVED:** Ten (10)

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

JCPD - West District Police Precinct

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

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

	Grand Total Bid Price
1. <b>Arco Construction Group</b> 22-24 South 7 <sup>th</sup> Street Elizabeth, NJ 07202	<b>\$ 9,653,153.00</b> (Disqualified incurable bid defect)
2. <b>Vanas Construction Co., Inc.</b> 249 Leonia Avenue Bogota, NJ 07603	<b>\$ 9,750,000.00</b>
3. <b>Onekey LLC.</b> 241 Hudson Street Hackensack, NJ 07601	<b>\$ 9,790,000.00</b>
4. Chanree Construction Ramshorn Executive Center 2399 Highway 34, Suite A1 Manasquan, NJ 08736	\$ 9,799,000.00
5. Tormee Construction Inc. P.O. Box 7921 Shrewsbury, NJ 07702	\$ 9,889,000.00
6. Austin Helle Co., Inc. 886-b2 Pompton Avenue Cedar Grove, NJ 07009	\$10,072,800.00
7. Alna Construction Corporation 100 Plaza Center, Suite 2 Secaucus, NJ 07094	\$10,225,000.00
8. Railroad Construction Co., Inc. 75-77 Grove Street Paterson, NJ 07503	\$10,665,720.00
9. Benard Associates, Inc. 321 Hamburg Turnpike Wayne, NJ 07470	\$10,788,250.00

10. Brockwell & Carrington Contractors Inc.  
1 Como Court  
Towaco, NJ 07082

\$10,930,000.00

COMMENTS (IF NECESSARY):

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

1.

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED

Date

11/1/10

PETER FOLGADO, DIRECTOR  
DIVISION OF PURCHASING

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

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## **CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
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@icnj.org](mailto:abuanj@icnj.org)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment; notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex ;

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women

specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27  
CONSTRUCTION CONTRACTS

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 their contractor/company 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):

Glenn A. Vanas, President

✓ Representative's Signature: 

Name of Company: Vanas Construction Co, Inc.

249 Leonia Avenue, Bogota, NJ 07603

Tel. No.: 201.883.1944

Date: August 5, 2010

ADDENDUM #1

Date:

Project:

The following clarifications, amendments, additions, deletions, revisions and modifications are part of the Contract and change the original Bidding Documents only in the manner and to the extent stated.

Please delete Article IV, Letter A of Minority and Women Business Participation in City Construction Contracts (found in the EEO/AA Requirement Section of the contract) and insert the following:

**IV. Availability of minority/women businesses information**

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform the work. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work, or as changing in any way other provisions of these specifications.

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

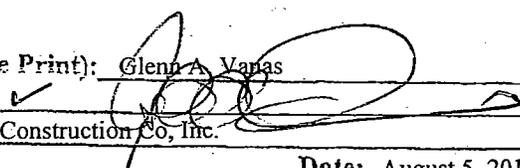
The contractor and the Corporation of Vanas Construction Co, Inc., (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. 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): Glenn A. Vanas

Representative's Signature: 

Name of Company: Vanas Construction Co, Inc.

Tel. No.: 201.883.1944

Date: August 5, 2010

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on findings of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

**VII. Awarding of contract**

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)  
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27.

After notification of award, but prior to signing the contract, the contractor shall submit to the Public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division), an Initial Project Workforce Report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

The contractor may obtain the Initial Project Workforce Report (AA201) from the public agency during normal business hours.

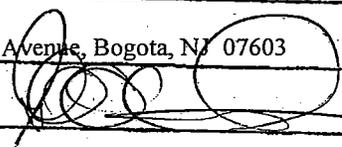
The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27.

COMPANY:

Vanas Construction Co, Inc.

249 Leonia Avenue, Bogota, NJ 07603

SIGNATURE: 

DATE: August 5, 2010

PRINT NAME: Glenn A. Vanas

TITLE: President

**STATE OF NEW JERSEY**  
 DIVISION OF CONTRACT COMPLIANCE  
 EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201  
 Revised 10/93

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

Official Use Only

Assignment

Code

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.  
 PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
3. NAME AND ADDRESS OF PRIME CONTRACTOR  (Name)  (Street Address)  (City) (State) (Zip Code)		CONTRACT NUMBER	DATE OF AWARD
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]		6. NAME AND ADDRESS OF PROJECT	
9. TRADE OR CRAFT		7. PROJECT NUMBER	
8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO		COUNTY	

	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) \_\_\_\_\_ (Title) \_\_\_\_\_

(Area Code) (Telephone Number) (Ext.) \_\_\_\_\_ (Date) \_\_\_\_\_

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

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

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

Business Name : Vanas Construction Co, Inc.  
Address : 249 Leonia Avenue, Bogota, NJ 07603  
Telephone No. : 201.883.1944  
Contact Name : Glenn A. Vanas

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

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

**Project:** West District Police Precinct # 2007-002

**Contractor:** Vanas Construction Co, Inc. **Bid Amt. \$**                     

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

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

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

CONTINUED ON NEXT PAGE

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

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

**Project:** West District Police Precinct # 2007-002

**Contractor:** Vanas Construction Co, Inc. Bid Amt. \$                     

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

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

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

CONTINUED ON NEXT PAGE

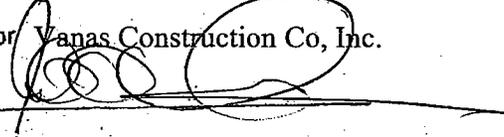
PURCHASING COPY

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
ELECTRIC	Enterprise Elect	1,600,000			X
HVAC	ESR Mech	900,000			X
PLUMBING	Brian Trematore	450,000			X
STEEL	Brunquelle Iron	870,000			X

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

Vanas Construction Co, Inc. always strives to utilize subcontractors and material suppliers that are WBE/MBE/SBE companies.

Name of Contractor Vanas Construction Co, Inc.  
 by: Signature 

Type or print name/title: Glenn A. Vanas, President

Tel: No. 201.883.1944 Date: August 5, 2010

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_  
 by \_\_\_\_\_ Date: \_\_\_\_\_

# STATE OF NEW JERSEY DIVISION OF CONTRACT COMPLIANCE

## FORM AA202

*State of New Jersey*

FORM AA-202  
REV. 1-81

Division Of Contract Compliance And  
Equal Employment Opportunity In Public Contracts

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

READ INSTRUCTIONS ON BACK CAREFULLY BEFORE COMPLETING

1. J ID or SSF:

THIS FORM, PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. Name and address of Prime Contractor

2. Contractor ID #

3. Reporting Period

(CITY)

5. Public Agency Awarding Contract

Date of Award

(ADDRESS)

6. Name and Location of Project (County)

7. Project ID#

(CITY)

(STATE)

(ZIP CODE)

1. CONTRACTOR NAME - GAST PRIME CONTRACTOR	2. J ID or SSF	3. CLASS	4. FINANCING	5. NUMBER OF EMPLOYEES										6. TOTAL				7. WORKERS				8. CURR WORKERS				9. CUM 1 OF YR			
				A	B	C	D	E	F	G	H	I	J	TOTAL	% OF	WOMEN	MIN	TOTAL	% OF	WOMEN	MIN	TOTAL	% OF	WOMEN	MIN	TOTAL	% OF	WOMEN	MIN
WIFE SURS FOLLOWING	SP	CAJIT	REVERED	TOTAL	BLACK	ASP INC	AMERICAN	ASIAN	HAWAIIAN	ISLANDER	INDI	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN			
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17. COMPLETED BY (PRINT OR TYPE) I HEREBY CERTIFY THAT THE FOREGOING STATEMENTS ARE TRUE. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE) (TELEPHONE NUMBER)	(EXT.)	(DATE)

**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.

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Address : 249 Leonia Avenue, Bogota, NJ 07603  
Telephone No. : 201.883.1944  
Contact Name : Glenn A. Vanas

Please check applicable category :

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

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**OFFICE OF EQUAL OPPORTUNITY COPY**

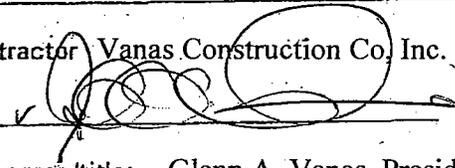
2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
ELECTRIC	Enterprise Elect.	1,600,000			X
HVAC	ESR Mech	900,000			X
PLUMBING	Brian Trematore	450,000			X
STEEL	Brunquelle Iron	870,000			X

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

Vanas Construction Co, Inc. always strives to utilize subcontractors and  
 material suppliers that are WBE/MBE/SBE companies

Name of Contractor Vanas Construction Co, Inc.

by: Signature 

Type or print name/title: Glenn A. Vanas, President

Tel: No. 201.883.1944 Date: August 5, 2010

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

PURCHASING COPY



09/19/01

**VANAS CONSTRUCTION CO., INC.**  
249 LEONIA AVENUE  
BOGOTA NJ 07603

Taxpayer Identification# 221-902-937/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio  
Director, Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
VANAS CONSTRUCTION CO., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#  
221-902-937/000

CONTRACTOR CERTIFICATION#  
0097243

ADDRESS  
249 LEONIA AVENUE  
BOGOTA NJ 07603

ISSUANCE DATE:  
09/19/01

EFFECTIVE DATE:  
04/01/70

  
Director, Division of Revenue

FORM-BRC(08-01)

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

STATE OF NEW JERSEY  
CERTIFICATE OF AUTHORITY

DIVISION OF TAXATION  
TRENTON, NEW JERSEY  
08646

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX  
pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

*Richard D. Gardner*

Director, Division of Taxation

VANAS CONSTRUCTION CO INC  
249 LEONIA AVENUE  
ROGOTA NJ 07603

Tax Registration No. 221-502-9371000  
Tax Effective Date 10-01-90  
Document Locator No. 000028631  
Date Issued 02-03-96

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

Certificate Number  
63988

Registration Date: 04/04/2010  
Expiration Date: 04/03/2012



# 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:

Responsible Representative(s):  
Glenn A. Vanas, President  
Robert S. Vanas, Treasurer

Responsible Representative(s):

Vanas Construction Co., Inc.  
**2010**

*Harold J. Wirths*

Harold J. Wirths, Acting Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

City Clerk File No. Res. 10-771

Agenda No. 10.T

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AEGIS RESTAURO, LLC. FOR THE REPAIR AND STABILIZATION OF 4<sup>TH</sup> REGIMENT ARCH AT PERSHING FIELD, PROJECT NO. 2010-025 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

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

**WHEREAS**, the City of Jersey City (City) requires the services of a professional historical restoration contractor to repair and stabilize the 4<sup>th</sup> Regiment Arch at Pershing Field, Jersey City, New Jersey; and

**WHEREAS**, the Division of Architecture solicited three (3) proposals for the above-mentioned work:

Aegis Restauro, LLC	\$30,000.00
Schtiller and Plevy, Historical Restoration Contractors	\$30,870.00
Union Stone Cleaning and Restoration Inc.	\$31,600.00; and

**WHEREAS**, Aegis Restauro, LLC (Aegis), 586 River Road, Belle Mead, New Jersey 08502 is a qualified restoration contractor and agrees to repair and stabilize the 4<sup>th</sup> Regiment Arch at Pershing Field for a total contract amount of **\$30,000.00**; and

**WHEREAS**, the City is acquiring these services as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A 20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Acting Director of Architecture has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

**WHEREAS**, Aegis has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Aegis 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 this expenditure from a grant account from Hudson County Open Space and Parks Capital Account indicated below:

02-213-40-069-314	P.O. No. <b>101581</b>	\$25,000.00
04-215-55-208-990	P.O. No. <b>101582</b>	<u>\$ 5,000.00</u>
		\$30,000.00

City Clerk File No. Res. 10-771

Agenda No. 10.T NOV 10 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AEGIS RESTAURO, LLC. FOR THE REPAIR AND STABILIZATION OF 4<sup>TH</sup> REGIMENT ARCH AT PERSHING FIELD, PROJECT NO. 2010-025 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 City Purchasing Agent is directed to have the necessary contract drawn up and executed;
2. The Mayor or Business Administrator is hereby authorized to execute a contract in the amount of \$30,000.00 with Aegis to repair and stabilize the 4<sup>th</sup> Regiment Arch at Pershing Field;
3. The award of this agreement shall be subject to the condition that the 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
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

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

ab  
October 22, 2010

APPROVED: John M. J. Ball  
APPROVED: J. J. Kelly  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY		ABSENT		FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne  
Robert Byrne, City Clerk

CITY OF JERSEY CITY  
-DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE

**INTERDEPARTMENTAL MEMORANDUM**

DATE : October 22, 2010

TO : Peter Folgado, Acting Director, Division of Purchasing

FROM : Chris Charas, Project Manager *CC*  
Brian F. Weller, L.L.A., Acting Director *BFW*

SUBJECT : Pershing Field 4<sup>th</sup> Regiment Arch - Repair and Stabilization  
Project No. 2010-025

---

Our office has received three (3) proposals for the repair and stabilization of the 4<sup>th</sup> Regiment Arch at Pershing Field. The proposals received are as follow:

- |    |   |                    |
|----|---|--------------------|
| 1. | <b>Aegis Restauero, LLC</b><br>586 River Road<br>Belle Mead, New Jersey 08520   | <b>\$30,000.00</b> |
| 2. | <b>Schtiller &amp; Plevy Historical Restoration<br/>Contractors</b><br>693-95 South 12 <sup>th</sup> Street<br>Newark, New Jersey 07103 | <b>\$30,870.00</b> |
| 3. | <b>Union Stone Cleaning and Restoration</b><br>111 Giles Avenue<br>Jersey City, New Jersey 07306  | <b>\$31,600.00</b> |

We recommend awarding this contract to Aegis Restauero, LLC. who has presented the lowest price. Attached please find Purchase Requisition No. R0152492 and R0152532 for this purpose. Please issue the purchase orders in this regard as soon as possible. Thank you.

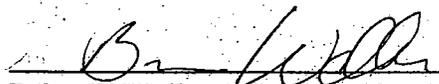
ab  
Attachments

## DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, of full age, hereby certifies as follows:

1. I am the Acting Director of the Division of Architecture and have knowledge of the services needed for the Department of Public Works, Division of Architecture.
2. The City of Jersey City requires the services of a professional historical restoration contractor to repair the 4<sup>th</sup> Regiment Arch at Pershing Field.
3. The City solicited proposals for these services pursuant to N.J.S.A. 40A:11-6.1(a).
4. Aegis Restauro, LLC., 586 River Road, Belle Mead, New Jersey, 08502 submitted credentials and a proposal for its services to provide restoration and stabilization to the 4<sup>th</sup> Regiment Arch located at Pershing Field for the sum of \$30,000.00.
5. I recommend the award the contract to Aegis Restauro, LLC.
6. The term of the contract is four (4) weeks as of the date of contract award.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.4 et seq.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10.22.10

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

# CITY OF JERSEY CITY

Requisition #

0152492

Assigned PO #

## Requisition

Vendor

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

Dept. Ship To  
575 ROUTE 440  
JERSEY CITY NJ 07305

Contact Info  
BRIAN F. WELLER, LLA  
0005475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	PERSHING FIELD	02-213-40-069-314	25,000.00	25,000.00

PERSHING FIELD - 4TH REGIMENT ARCH REPAIR AND STABILIZATION

PROJECT NO. 2010-025

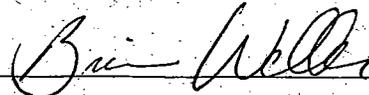
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AEGIS RESTAURO, LLC. FOR THE REPAIR AND STABILIZATION OF THE 4TH REGIMENT ARC. AT PERSHING FIELD, PROJECT NO. 2010-025 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

Requisition Total 25,000.00

Req. Date: 10/18/2010

Requested By: AUDREY

Buyer Id:

Approved By: 

**This Is Not A Purchase Order**

# CITY OF JERSEY CITY

Requisition #

0152532

Assigned PO #

Vendor

## Requisition

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

Dept. Ship To  
575 ROUTE 440  
JERSEY CITY NJ 07305

Contact Info  
BRIAN F. WELLER, L.L.A.  
0005475900

Account

04-215-55-208-990

Unit Price

5,000.00

Total

5,000.00

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	PERSHING FIELD	04-215-55-208-990	5,000.00	5,000.00

PERSHING FIELD - 4TH REGIMENT ARCH REPAIR AND STABILIZATION

PROJECT NO. 2010-025

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AEGIS RESTAURO, LLC. FOR THE REPAIR AND STABILIZATION OF THE 4TH REGIMENT ARCH AT PERSHING FIELD, PROJECT NO. 2010-025 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

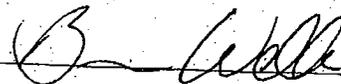
Requisition Total 5,000.00

Req. Date: 10/22/2010

Requested By: AUDREY

Buyer Id:

Approved By:



**This Is Not A Purchase Order**



VENDOR INFORMATION  
(ATTACH COPY OF W9 FORM)

VENDOR NAME: AEGIS RESTAURO, LLC	CITY EMPLOYEE?
ADDRESS: 586 RIVER RD	YES
	NO
CITY: BELLE MEAD	MINORITY VENDOR?
STATE: NJ ZIP: 08502	YES
TEL #: 908 359-5200 FAX #: 908 359-5200	NO
FED I.D. # 22-3742617	REQUIRED FORM 1099?
S.S.#	YES
	NO
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: ARCHITECTURAL RESTORATION - HISTORIC	
VENDOR'S CONTACT/AUTHORIZED PERSON: JOANNA PIETRUSZEWSKI	
EMAIL ADDRESS OR WEBSITE: AEGISRESTAURO@COMCAST.NET WWW.AEGISRESTAURO.COM	
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>Joanna Pietruszewska</i>	
CITY EMPLOYEE REQUESTING VENDOR NUMBER DATE	
TITLE OF EMPLOYEE:	
SIGNATURE OF EMPLOYEE:	

PURCHASING DIVISION USE ONLY

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** AEGIS RESTAURO, LLC  
**Trade Name:**  
**Address:** 586 MILLSTONE RIVER RD  
BELLE MEAD, NJ 08502  
**Certificate Number:** 0105285  
**Effective Date:** October 22, 2001  
**Date of Issuance:** October 06, 2010

**For Office Use Only:**  
20101006150230779

# Aegis Restauero, LLC

## **Zbigniew Pietruszewski**

Architectural, Sculpture and Monuments  
Conservator

## **Joanna S. Pietruszewski**

Art Conservator

586 River Road  
Belle Mead, New Jersey 08502  
Telephone/fax: (908) 359-5200  
e-mail: aegisrestauero@comcast.net  
www.aegisrestauero.com

**Owner/Agent:** Laura Skolar  
**Address:** 3677 Kennedy Blvd., Jersey City, NJ 07307  
**Telephone/Fax:** (201) 4200-7400, x. 211

*The following objects were examined for condition assessment and possible treatment:*

**Object:** The arched entrance gate  
**Materials:** brownstone

*Current condition:* The major problem we noticed during our visual examination is structural instability of the gate wall and arch, leading to cracking of stone, deterioration of mortar joints, and salt efflorescence. White salt crust and run-offs extend from the top of the building downwards; they are particularly heavily accumulated on the horizontal surfaces under the arch. Limited spalling of the stone surface was noted in some areas. There is also thick dark green and black biological growth on stone.

Upon closer inspection we discovered that some of the mortar in joints is cracked or missing. This allows water penetration into the structure leading to retaining moisture and subsequent salt migration, freeze-thaw cycles, and biological damage.

### *Treatment recommended:*

Tests will be carried out before each procedure. All treatment will be thoroughly discussed with the Owner prior to work. **Only professional conservation techniques will be used.**

1. Remove deteriorated pointing. Hand tools will be used to prevent mechanical damage to the stone. Power tools may be used locally only on areas that are particularly difficult to work on.
2. Repoint with appropriately formulated mortar mix. The formula will be based on historical records for similar structures and on conservation principles.

The objective of this phase of treatment will be to stabilize the structure and prevent water infiltration.

### *Treatment Proposal*

This document has been printed on 100% recycled paper.

# Aegis Restauero, LLC

## Zbigniew Pietruszewski

Architectural, Sculpture and Monuments  
Conservator

## Joanna S. Pietruszewski

Art Conservator

586 River Road  
Belle Mead, New Jersey 08502  
Telephone/fax: (908) 359-5200  
e-mail: aegisrestauero@comcast.net  
www.aegisrestauero.com

Object(s) were appraised \_\_\_ were not appraised x  
Total appraised or estimated value of the object(s): N/A  
Copy of the appraisal: included \_\_\_ not included x

Conservation time estimate: 5-10 days in good weather  
Conservation cost estimate: \$15,000.00  
Tax: NJ Sales Tax, if applicable  
Down payment (50%):  
Balance:

Conservator's signature \_\_\_\_\_ Date \_\_\_\_\_

Hereby, I state that the objects described above are insured by the Owner while in transit and in the conservation laboratory, and I agree to indemnify, save and hold harmless Aegis Restauero, LLC, its owners and conservators from all claims, demands, actions and the like of every nature and description made or instituted or arising or alleged to arise out of the work under this agreement. I agree to indemnify Aegis Restauero, LLC, its owners and conservators against any third party legal action, including my insurance company.

I understand that my object(s) should be maintained after the treatment by the Owner/Agent according to the conservator's recommendations, otherwise the effectiveness of the treatment may be significantly reduced. Certain conditions may remain or recur due to the nature of the treated object(s) or treatment limitations.

### *Treatment Proposal*

# Aegis Restauero, LLC

**Zbigniew Pietruszewski**

*Architectural, Sculpture and Monuments  
Conservator*

**Joanna S. Pietruszewski**

*Art Conservator*

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Belle Mead, New Jersey 08502

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www.aegisrestauero.com

Object(s) were appraised \_\_\_ were not appraised x

Total appraised or estimated value of the object(s): N/A

Copy of the appraisal: included \_\_\_ not included x

Conservation time estimate: 5-10 days in good weather

Conservation cost estimate: \$15,000.00

Tax: NJ Sales Tax, if applicable

Down payment (50%):

Balance:

Conservator's signature \_\_\_\_\_ Date \_\_\_\_\_

Hereby, I state that the objects described above are insured by the Owner while in transit and in the conservation laboratory, and I agree to indemnify, save and hold harmless Aegis Restauero, LLC, its owners and conservators from all claims, demands, actions and the like of every nature and description made or instituted or arising or alleged to arise out of the work under this agreement. I agree to indemnify Aegis Restauero, LLC, its owners and conservators against any third party legal action, including my insurance company.

I understand that my object(s) should be maintained after the treatment by the Owner/Agent according to the conservator's recommendations, otherwise the effectiveness of the treatment may be significantly reduced. Certain conditions may remain or recur due to the nature of the treated object(s) or treatment limitations.

I grant Aegis Restauero, LLC my permission to use the documentation of

2

*Treatment Proposal*

This document has been printed on 100% recycled paper.

# Aegis Restauero, LLC

## **Zbigniew Pietruszewski**

Architectural, Sculpture and Monuments  
Conservator

## **Joanna S. Pietruszewski**

Art Conservator

586 River Road

Belle Mead, New Jersey 08502

Telephone/fax: (908) 359-5200

e-mail: aegisrestauero@comcast.net

www.aegisrestauero.com

**Owner/Agent:**

**Laura Skolar**

**Address:**

**3677 Kennedy Blvd., Jersey City, NJ 07307**

**Telephone/Fax:**

**(201) 4200-7400, x. 211**

*The following objects were examined for condition assessment and possible treatment:*

Object: The arched entrance gate  
Materials: brownstone

*Current condition:* The major problem we noticed during our visual examination is structural instability of the gate wall and arch, leading to cracking of stone, deterioration of mortar joints, and salt efflorescence. White salt crust and run-offs extend from the top of the building downwards; they are particularly heavily accumulated on the horizontal surfaces under the arch. Limited spalling of the stone surface was noted in some areas. There is also thick dark green and black biological growth on stone.

Upon closer inspection we discovered that some of the mortar in joints is cracked or missing. This allows water penetration into the structure leading to retaining moisture and subsequent salt migration, freeze-thaw cycles, and biological damage.

*Treatment recommended:*

Tests will be carried out before each procedure. All treatment will be thoroughly discussed with the Owner prior to work. **Only professional conservation techniques will be used.**

1. Clean stone.
2. Remove salt efflorescence and biological growth. This will be accomplished without harsh abrasives. Architectural disinfectant will be tested if needed.

The objective of this phase of treatment will be to remove the accumulated detrimental material from the stone and prepare for repairs and stabilization.

*Treatment Proposal*

1

This document has been printed on 100% recycled paper.

# **Aegis Restauro, LLC**

**Zbigniew Pietruszewski**

*Architectural, Sculpture and Monuments  
Conservator*

**Joanna S. Pietruszewski**

*Art Conservator*

586 River Road

Belle Mead, New Jersey 08502

Telephone/fax: (908) 359-5200

e-mail: [aegisrestauro@comcast.net](mailto:aegisrestauro@comcast.net)

[www.aegisrestauro.com](http://www.aegisrestauro.com)

the treatment of my object(s) for publications, professional presentations  
and promotions.

**I agree to pay the deposit in the amount equal 50% of the total fee  
before the work is commenced, and the remaining balance upon the  
receipt of the completed work.**

Total pages: two (3)

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

**EEO/AFFIRMATIVE  
ACTION  
REQUIREMENTS  
CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
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@icnj.org](mailto:abuanJ@icnj.org)

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

## EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in the regulation, as well as with applicable Federal and State court decisions;

## EXHIBIT B (Cont)

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted cumulative employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

### EXHIBIT B (Cont)

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

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

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

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

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

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

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

Representative's Name/Title (Print): JANNA PIETRUSZENSKI, CEO  
Representative's Signature: [Signature]  
Name of Company: Aegis Restauro, LLC  
Tel. No.: 908 359-5200 Date: 10/21/10

RECEIVED  
2010 OCT 21 AM 11:34  
DIVISION OF ARCHITECTURE

Revised April 6, 2010

Minority/Women Business Participation  
In City Construction Contracts  
City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

## **I Policy**

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

## **II Purpose**

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

**III Suggested participation level for minority and women owned subcontractors:**

A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).

B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.

C. Suggested participation levels for this project are:

- Minority Owned .....20% of total dollar amount of contract
- Woman owned .....5% of dollar amount of contract

**IV Availability of information/referral lists of minority/women businesses**

A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work.

Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . .", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3).
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder ( or three lowest responsible bidders ) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder ( or three lowest ) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

**C. MWBE review will include**

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

**D. Findings/Recommendations as to compliance**

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a

hearing in accordance with applicable law ( local, state and federal).

5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

## **II Awarding of contract**

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

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

The contractor and the 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): JANNA S. PIETRUSZENSKI, CEO  
Representative's Signature: [Signature]  
Name of Company: AEGIS RESTAUR, LLC  
Tel. No.: 908 359 5200 Date: 10/21/10

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

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

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

Business Name : AECIS RESTAUR, LLC

Address : 586 RIVER RD, BELLE MEAD, NJ 08502

Telephone No. : 908 359 5200

Contact Name : JOANNA PIETRUSZEWSKI

Please check applicable category:

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE)         | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input checked="" type="checkbox"/> Woman Owned business (WBE) | <input type="checkbox"/> Neither                                |

#### Definitions

##### Minority Business Enterprise

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

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

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

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

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

##### Woman Business Enterprise

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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

Project: \_\_\_\_\_ # \_\_\_\_\_

Contractor: AEGIS RESTAURANT, LLC Bid Amt. \$ \_\_\_\_\_

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
PRIME BIDDER			100%	

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

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project \_\_\_\_\_

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
	NO SUBCONTRACTING				

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

AEGIS RESTAURO, LLC IS A WBE. WE ARE OPEN TO ALL QUALIFIED SUBCONTRACTORS AND SUPPLIERS.

Name of Contractor AEGIS RESTAURO, LLC

by: Signature Joanna S. Pietruszka

Type or print name/title: JOANNA PIETRUSZENSKI

Tel: No. 908.359.5200 Date: \_\_\_\_\_

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

10/18/2010 10:18

NO. 999 020

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: AEGIS RESTAURD, LLC

Signed JANNA S. PIETRUSZENSKI Title: CEO

Print Name: JANNA PIETRUSZENSKI Date: \_\_\_\_\_

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Affiant)

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

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

### BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

#### Part I - Vendor Affirmation

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidis R. Lopez	

#### Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
JOANVA PIETRUSZENSKI	586 RIVER RD. BELLE MEAD NJ
BIGNIEN PIETRUSZENSKI	586 RIVER RD. BELLE MEAD NJ

#### Part 3 - Signature and Attestation:

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

Name of Business Entity: AEGIS RESTAURANT LLC

Signed: Joanna S. Pietruszenki Title: CEO

Print Name: JOANVA PIETRUSZENSKI Date: \_\_\_\_\_

Subscribed and sworn before me this _____ day of _____, 20____	_____ (Affiant)
My Commission expires: _____	_____ (Print name & title of affiant) (Corporate Seal)



**UNION STONE CLEANING & RESTORATION INC.**

MASONRY RESTORATION AND WATERPROOFING SPECIALISTS

111 GILES AVE  
JERSEY CITY, N.J. 07306  
(201) 209-9800  
FAX 201-209-9101  
EMAIL - MAIL@UNIONSTONE.NET

9/27/10

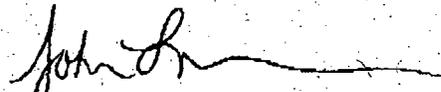
CITY OF JERSEY CITY DEPARTMENT  
OF ARCHITECTURE  
575 RT 440  
2ND FLOOR  
JERSEY CITY, N.J. 07305

ATTN: CHRIS CHARAS

WE RESPECTFULLY SUBMIT A PROPOSAL FOR MASONRY RESTORATION OF ARCH  
STRUCTURE AS OUTLINED IN PERFORMANCE SPECIFICATION PROVIDED BY CITY  
OF JERSEY CITY DEPARTMENT OF ARCHITECTURE.

PHASE #1 - MASONRY RESTORATION CLEANING =	\$5,900.00
PHASE#2 - MASONRY REPOINTING =	\$19,700.00
PHASE#3 - JAHN STONE REPAIR =	\$8,750.00
VERY SUBJECTIVE # BASED ON APPROXIMATELY 10 SQUARE FEET OF REPAIR AREA.	
INSTALLATION OF S.S. WIRE SCREENING TO LANCET WINDOWS.	\$3,100.00
GENERAL CONDITIONS, SCAFFOLDING, FENCING AND ETC. =	\$6,000.00

RESPECTFULLY SUBMITTED,



JOHN LINDNER  
UNION STONE CLEANING AND RESTORATION INC.

MASONRY RESTORATION  
WINDOW RESTORATION  
CARPENTRY  
PAINTING, MILLWORK  
SCAFFOLDING

# SCHTILLER & PLEVY

est. 1920

Historical Restoration Contractors

693-95 South 12th Street  
Newark, New Jersey 07103

973-242-4600

F 973-242-1235

www.schtiller-plevy.com

EMAIL info@schtiller-plevy.com

ARCHITECTURAL SHEET METAL  
CORNICES, SKYLIGHTS  
METAL ROOFING  
SLATE & TILE ROOFING  
CUSTOM FAB. GUTTERS

October 5, 2010

City of Jersey City  
Division of Architecture  
575 Route 440, 2<sup>nd</sup> Floor  
Jersey City, New Jersey 07305

Attention: Mr. Chris Charas  
Project Manager

Re: *Restoration of the Old Fourth Regimental Arch  
Pershing Field, Jersey City, New Jersey 07307*

Dear Mr. Charas:

Based on your submitted outlined scope, I submit to you the following revised labor and material costs for Phases I, II and III:

### Phase I

#### *For the Mock-Ups, Testing and Cleaning of Existing Stone*

Labor Cost	\$	5,370.00
Material Cost (ProSoCo Cleaning Cleaning Products, Etc.)	\$	<u>380.00</u>
<b>Total Cost</b>	<b>\$</b>	<b>5,750.00</b>

### Phase II

#### *For the Mock-Ups and Re-pointing of Stone Joints 100% as Required*

Labor Cost	\$	24,320.00
Material Cost (Mortar Composition, Etc.)	\$	<u>800.00</u>
<b>Total Cost</b>	<b>\$</b>	<b>25,120.00</b>

### Phase III

#### *For Mock-Ups, Stone Consolidation, Dutchman and Stone Repairs as Required*

Labor Cost	\$	7,245.00
Material Cost (Cathedral Stone Products, Brownstone Units (Dutchman), Etc.)	\$	<u>2,800.00</u>
<b>Total Cost</b>	<b>\$</b>	<b>10,045.00</b>

Mr. Chris Charas  
Restoration of the Old Fourth Regimental Arch  
October 5, 2010  
Page -2-

**Add/Deduct Unit Cost**

For the Re-pointing of Stone Mortar Joints Above or Below  
the Noted Allowance (Per Square Foot) \$ 22.00

**Alternate "A"**

***For the Installation of Nixalite Bird Netting and Premium Barrier Strips as Required***

Labor Cost	\$ 4,370.00
Material Cost (PollyNet Bird Netting System, Nixalite Premium Bird Barrier Strips (Model S), Etc.)	<u>\$ 2,300.00</u>
<b>Total Cost</b>	<b>\$ 6,670.00</b>

**Terms of Payment**

A 30% deposit will be required upon acceptance of this proposal. We shall submit monthly progress invoicing accordingly. The final balance shall be paid upon the Owner's final sign-off of this project.

**General Notes**

The City of Jersey City will provide Schtiller & Plevy, Inc. with access to water required to execute the outlined scopes. The above noted costs include

Schtiller & Plevy, Inc. shall perform all work from a mechanical scissor lift. In addition, we shall barrier off the work area during working hours.

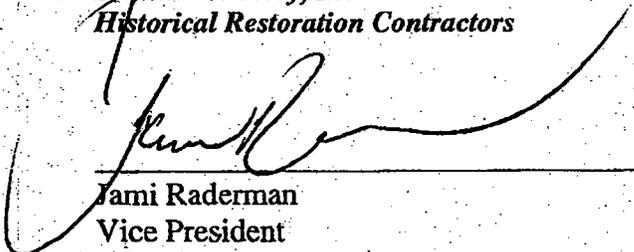
Schtiller & Plevy, Inc. shall provide a Certificate of Liability Insurance naming the City of Jersey City as the Certificate Holder and as an Additional Insured.

If the City of Jersey City requires a Performance Bond, the additional cost for this bond shall be \$3,025.00.

If you desire any further information regarding the above, please feel free to contact the undersigned.

Very truly yours,

***Schtiller & Plevy, Inc.***  
***Historical Restoration Contractors***



---

Jami Raderman  
Vice President

JR:wj

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

City Clerk File No. Res. 10-772

Agenda No. 10.U

Approved: NOV 10 2010

TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT  
WITH H&L SYSTEMS FOR THE SUPPORT OF  
PROPRIETARY COMPUTER SOFTWARE**



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

**WHEREAS**, funds must be allocated for the continued support of the City's proprietary tax collection/financial computer software systems; and

**WHEREAS**, **H&L SYSTEMS** has agreed to provide these services in the manner specified by the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from **H&L SYSTEMS** in the total amount for a six month period (July 1, 2010 to December 31, 2010) of **\$75,000.00**; and

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

**Administration/Division of Information Technology**

**Acct. No. 01-201-20-140-314**

**AMT. \$75,000.00**

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, **H&L SYSTEMS** has completed and submitted a Business Entity Disclosure Certification which certifies that **H&L SYSTEMS** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit **H&L SYSTEMS** from making any reportable contributions during the term of the contract; and

**WHEREAS**, **H&L SYSTEMS** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract.

**WHEREAS**, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

**WHEREAS**, **H&L SYSTEMS** has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law).

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE**

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **H&L SYSTEMS** be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et. seq

**RESOLVED**, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (dd).

**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.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0151238

Purchase Order No. 101580

EEO/AA Review \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY		ABSENT		FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



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

**PURCHASE ORDER NUMBER**  
**101580**  
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # **0151238**  
 BUYER **EUS**

DATE: **10/26/2010** VENDOR NO.: **HL254100**

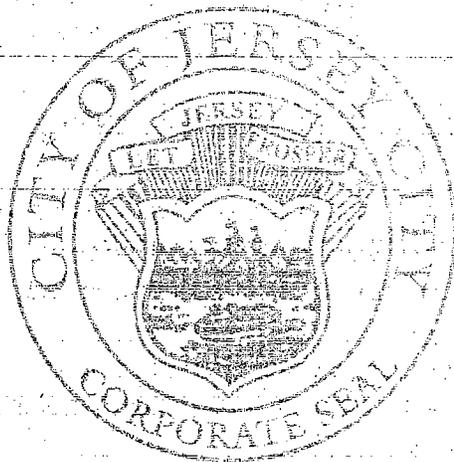
**VENDOR INFORMATION**

**H&L SYSTEMS INC**  
**327 BARCELONA DRIVE**  
  
**TOMS RIVER NJ 08753**

**DELIVER TO**

**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	SYSTEMS SUPPORT SUPPORT OF PROPRIETARY COMPUTER SOFTWARE CITY TAX COLLECTION AND FINANCE SYSTEMS  FY 2011  \$12,500 PER MONTH  \$75,000 FOR SIX (6) MONTHS	01-201-20-140-314	75,000.0000	75,000.00



TAX EXEMPTION NO: **22-6002013** PO Total **75,000.00**

**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 \_\_\_\_\_ DATE \_\_\_\_\_

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

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

TITLE OR POSITION \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY THE PURCHASING AGENT \_\_\_\_\_ DATE **10/26/10**

APPROVED BY ACCOUNTS & CONTROL \_\_\_\_\_ DATE \_\_\_\_\_

**Original Copy**



**H & L Systems, Inc.**

Empowering County & Local Government through  
Innovative Windows, Web Software Solutions

6/3/2010

PROPOSAL FOR  
The City of Jersey City

This proposal dated the 3<sup>rd</sup> day of June 2010 by H & L Systems Inc. with principal place of business at 327 Barcelona Drive, Toms River, New Jersey 08753 to the City of Jersey City a municipality of the State of New Jersey, with its principal place of business at 1 Journal Square Plaza, Jersey City, New Jersey 07306, hereby proposes that the following data processing services will be provided over the Internet by H & L Systems Inc. to the City of Jersey City beginning July 1, 2010 and ending December 31, 2010.

**I. Facilities Management/Programming Support**

- a. Finance Office for Windows
- b. Tax Office for Windows
- c. Abatement Office for Windows
- d. Web Tax module

**II. Terms**

**A. Performing minimum programming as needed for Existing software**

1. Headings to reports.
2. Correct malfunctions in current software.
3. Resizing of files.
4. Changes in programs that do not alter system logic.

- a. Documentation and/or training.
- b. on-site, Telephone or Web support of System operation procedures
- c. Assist users in determining data processing problems related to daily operations.

**III. Items also included in your maintenance agreement**

- a. Any customization to your existing software.
- b. Training and documentation on above (A).
- c. Retraining on any software application.
- d. Onsite programmer two days a week or as needed.

IV. Payment Schedule

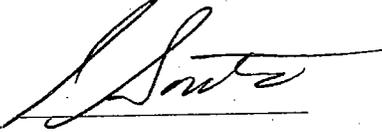
Six Month fee..... \$75,000.00

Payments may be made on 6 Monthly Installments as Follows.

Total Monthly Payment.....\$12,500.00

As completed and accepted by The City of Jersey City

H & L Systems, Inc.

BY: 

ATTESTED BY:

\_\_\_\_\_ BY: \_\_\_\_\_

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:**

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	/	
B. Public Disclosure Statement	/	
C. Mandatory Affirmative Action Language	/	
D. Americans with Disabilities Act	/	
E. Affirmative Action Compliance Notice	/	
F. MWBE Questionnaire (2 copies)	/	
G. Form AA302 – Employee Information Report	/	
H. Business Registration Certificate	N/A	Verified online ✓
I. Original signature(s) on all required forms.		

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am President  
of the firm of H+L Systems INC.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) [Signature]

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY Oct 25 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 20 14 July 21st

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

[Signature]  
**JOETTA D. BELARDO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 21, 2014

**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
Eva SANTAS	327 Barcelona Dr, Toms River, N.J. 08753	50%
Noel SANTAS	506 Plante Ave, Toms River, N.J. 08755	50%

SIGNATURE: [Signature]

TITLE: President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY Oct 25 OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NJ  
MY COMMISSION EXPIRES: 2014, July 21

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

[Signature]  
**JOETTA D. BELARDO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 21, 2014

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

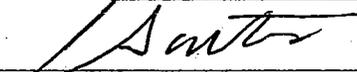
**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

Representative's Name/Title (Print): Eva Santos, President

Representative's Signature: 

Name of Company: N + J systems Inc.

Tel. No.: 732-831-9374 Date: 10/26/10

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Eva Santos, President

Representative's Signature: 

Name of Company: A + J Systems Inc

Tel. No.: 732-831-9370 Date: 10/26/10

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: H + J Systems Inc

SIGNATURE: [Signature] DATE: 10/29/10

PRINT NAME: Eva Santos TITLE: President

**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: W + L Systems Inc

Address: 327 Barcelona Dr. Toms River, N.J. 08753

Telephone No.: 732-831-9370

Contact Name: Eva Santos

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

**CERTIFICATION OF 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 H + L Systems Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1/1/10 to 12/31/10 (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 H + L Systems Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: H + L Systems Inc

Signed: [Signature] Title: President

Print Name: Eva Santos Date: 10/25/10

Subscribed and sworn before me  
this 25 day of Oct, 2010.

My Commission expires: July 21, 2014

[Signature]  
(Affiant) NOTARY

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

**IOETTA D. BELARDO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 21, 2014

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

Form AA302  
Rev. 11/08

**STATE OF NEW JERSEY**  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY 223-061380	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 6
4. COMPANY NAME H & L Systems Inc.		
5. STREET 327 Barcelona Drive	CITY Toms River	COUNTY Ocean
	STATE NJ	ZIP CODE 08753
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY Jersey City	COUNTY Hudson
	STATE NJ	ZIP CODE 07307
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	1		1							1			
Professionals	4	2	2		1			1		1			1
Technicians	1												
Sales Workers		1						1					
Office & Clerical													
Craftworkers (skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
<b>TOTAL</b>	<b>6</b>	<b>3</b>	<b>3</b>		<b>1</b>			<b>2</b>		<b>2</b>			<b>1</b>
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 06 18 2009
13. DATES OF PAYROLL PERIOD USED From: 10/01/2010 To: 10/15/2010		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Eva Santos	SIGNATURE	TITLE President	DATE MO DAY YEAR 10 26 2010
17. ADDRESS NO. & STREET 327 Barcelona Drive	CITY Toms River	COUNTY Ocean	STATE NJ
	ZIP CODE 08753	PHONE (AREA CODE, NO., EXTENSION) 732 - 831 - 9370	



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** H&L SYSTEMS, INC.  
**Trade Name:**  
**Address:** 327 BARCELONA DR  
TOMS RIVER, NJ 08753-2949  
**Certificate Number:** 0567787  
**Effective Date:** October 09, 1990  
**Date of Issuance:** October 27, 2010

**For Office Use Only:**  
20101027094423978

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

City Clerk File No. Res. 10-773

Agenda No. 10.V

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING AUDIO VISUAL SYSTEMS AND DISTRICT DIGITAL SIGNAGE SYSTEMS APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

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

**WHEREAS**, The software and hardware solution was developed by the vendor exclusively for the use of the Jersey City Police Department according to the previously provided specification by G.T.B.M, Inc. is a proprietary system that requires support and maintenance services; and

**WHEREAS**, The solution is integrated with the Department's existing infrastructure as developed by the vendor and ties to E-9-1-1, CAD, and all mission critical systems to enable the display and presentation of same.

**WHEREAS**, G.T.B.M, Inc has agreed to provide software maintenance services in the manner specified by the Police Department's Computer Services Unit for six month (July 1, 2010 to Dec 31, 2010) for the sum of Twenty-four thousand five hundred (**\$24,500.00**) Dollars; and

**WHEREAS**, funds in the amount of **\$24,500.00** are currently available in the TY2010 budget of Account No. **01-201-25-240-310**; and

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2010 Transition year permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the City's Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M n has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2011 contributions are exempt), and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

**WHEREAS**, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, G.T.B.M. has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

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

City Clerk File No. Res. 10-773

Agenda No. 10.V

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING AUDIO VISUAL SYSTEMS AND DISTRICT DIGITAL SIGNAGE BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

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

1. A six (6) month contract is awarded to G.T.B.M, Inc in the amount of **\$24,500.00** and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M, Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2010 transition year temporary budget shall be subject to the appropriation of sufficient funds in the 2010 transition year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No. **01-201-25-240-310**.

Acct No. **01-201-25-240-310**.

PO # **Amount \$24,500.00**  
**101271**

APPROVED: Samuel Jefferson  
APPROVED: Michael  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-774

Agenda No. 10.W

Approved: NOV 10 2010

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING

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

**WHEREAS**, the Police Department's existing software applications within NCIC 2000 was created by G.T.B.M. Inc. and is a proprietary system that requires support and maintenance services; and

**WHEREAS**, vendors providing this service must be certified by the New Jersey State Police and must pass the same FBI and State Police security audits as do law enforcement agencies throughout the State of New Jersey; and

**WHEREAS**, G.T.B.M. Inc is the only vendor in New Jersey to successfully complete all certifications; and

**WHEREAS**, G.T.B.M. Inc has agreed to provide system maintenance services in the manner specified by the Jersey City Police Department's Computer Services Unit for six month (July 1, 2010 to Dec 31, 2010) for the sum of One Hundred two Thousand Eight Hundred fifty eight (\$102,858) Dollars; and

**WHEREAS**, service will be provided 24 hours per day and seven (7) per week with a minimum mandated response of four (4) hours; and

**WHEREAS**, funds in the amount of \$102,858.00 are currently available in the TY2010 budget of Account No. 01-201-25-240-310; and

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2010 fiscal year permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Police Director Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M n has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

**WHEREAS**, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, G.T.B.M has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

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

City Clerk File No. Res. 10-774  
 Agenda No. 10.W  
 Approved: NOV 10 2010  
 TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING**

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

1. A six (6) month contract is awarded to G.T.B.M. Inc in the amount of **\$102,858.00** and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M. Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2010 Transition year budget shall be subject to the appropriation of sufficient funds in the 2010 Transition year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. **01-201-25-240-310**.

ACCT# **01-201-25-240-310**

P.O.# **AMT. \$102,858.00**  
**100969**

APPROVED: Samuel Jefferson  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY			ABSENT	FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 Robert Byrne, City Clerk

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

City Clerk File No. \_\_\_\_\_ Res. 10-775

Agenda No. \_\_\_\_\_ 10.X

Approved: \_\_\_\_\_ NOV 10 2010

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



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

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

**WHEREAS**, the Police Department's existing InfoCop server software application created by G.T.B.M, Inc. is a proprietary system that requires support and maintenance services; and

**WHEREAS**, this software also includes support for the following interfaces Blackberry Enterprise server, Anteon/ISI silent dispatch and field reporting, CCTV mobile video integration; and

**WHEREAS**, G.T.B.M, Inc has agreed to provide software maintenance services in the manner specified by the Police Department's Computer Services Unit for six month (July 1, 2010 to Dec 31, 2010) for the sum of Forty Thousand Five Hundred ninety-three (\$40,593.75) Dollars; and seventy-five cent.

**WHEREAS**, funds in the amount of \$40,593.75 are currently available in the TY2010 budget of Account No. -01-201-25-240-310; and

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2010 fiscal year permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M n has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

**WHEREAS**, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, G.T.B.M has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

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

City Clerk File No. Res. 10-775

Agenda No. 10.X

Approved: NOV 10 2010



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

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

1. A Six (6) month contract is awarded to G.T.B.M, Inc in the amount of \$40,593.75 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M, Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2010 transition year budget shall be subject to the appropriation of sufficient funds in the 2010 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No. **01-201-25-240-310**.

Acct No. **01-201-25-240-310**.

P.O.# **100963** Amount \$40,593.75

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

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-776

Agenda No. 10.Y

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WITHOUT PUBLIC BIDDING**

**COUNCIL  
RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, funds must be allocated for the maintenance of the City's private licensed wireless Wide Area PC Network telecommunications hardware and software systems; and

**WHEREAS**, Let's Think Wireless has agreed to provide the goods and services specified as necessary by Police Department; and

**WHEREAS**, Let's Think Wireless is the only vendor in New Jersey to successfully complete all certifications; and

**WHEREAS**, Let's Think Wireless has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (July 1, 2010 to Dec 31, 2010) for the sum of Thirty-Seven Thousand Nine Hundred (\$37,900.00) Dollars; and

**WHEREAS**, service will be provided 24 hours per day and seven (7) per week with a minimum mandated response of four (4) hours; and

**WHEREAS**, funds in the amount of Thirty-seven Thousand Nine Hundred (\$37,900.00) Dollars are available in the TY 2010 budget Account No. -01-201-25-240-310; and

**WHEREAS**, funds in the amount of \$37,900.00 are currently available in the TY2010 budget of Account No. 01-201-25-240-310; and

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2010 fiscal year permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Let's Think Wireless has completed and submitted a Business Entity Disclosure Certification which certifies that Let's Think Wireless has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Let's Think Wireless from making any reportable contributions during the term of the contract; and

**WHEREAS**, Let's Think Wireless has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Let's Think Wireless has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

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

City Clerk File No. Res. 10-776

Agenda No. 10.Y

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WITHOUT PUBLIC BIDDING**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Jersey City that the said proposal of the aforementioned Let's Think Wireless be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

1. A six (6) month contract is awarded to Let's Think Wireless in the amount of **\$37,900.00** and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Let's Think Wireless provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2010 Transition year budget shall be subject to the appropriation of sufficient funds in the 2010 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 11-01-201-25-240-310.

Acct# 01-201-25-240-310

P.O. 101272 \$37,900.00

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council.

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-777

Agenda No. 10.Z

Approved: NOV 10 2010

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE AND FIRE DEPARTMENT'S COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

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

**WHEREAS**, funds must be allocated for the maintenance of the Police and Fire Department's Wide Area Network, Servers, Radio System, Security and IP Mobilenet telecommunication hardware and software systems; and

**WHEREAS**, this equipment utilizes proprietary hardware and software; and

**WHEREAS**, Network Management Solutions has agreed to provide the goods and services specified as necessary by the Police Department's Computer Unit; and

**WHEREAS**, service will be provided 24 hours per day and seven (7) days per week; and

**WHEREAS**, the City of Jersey City has received a proposal from Network Management Solutions in the total amount of One Hundred Ninety-Three Thousand Eight Hundred (\$193,800.00) Dollars for one (6) Month beginning July 1, 2010 thru Dec 31, 2010; and

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

**WHEREAS**, funds in the amount of \$193,800.00 are currently available in the TY2010 budget of Account No. 01-201-25-240-310; and

**WHEREAS**, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Network Management Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Network Management Solutions has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Network Management Solutions from making any reportable contributions during the term of the contract; and

**WHEREAS**, Network Management Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Network Management Solutions has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

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

City Clerk File No. Res. 10-777

Agenda No. 10.Z

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE AND FIRE DEPARTMENT'S COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING**

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

1. A six month contract is awarded to Network Management Solutions in the amount of One Hundred Ninety-Three Thousand Eight Hundred (\$193,800.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Network Management Solutions provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 Transition year budget shall be subject to the availability and appropriation of sufficient funds in the 2010 Transition year permanent budget; and
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that sufficient funds are available for payment of the above resolution in Account No. **01-201-25-240-310**.

ACCT# 01-201-25-240-310

P.O.# AMT. \$193,800.00  
100962

APPROVED: Kennel Jefferson

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								11/10/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-778

Agenda No. 10.Z.1

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.**

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

**WHEREAS**, the Police Department's Computer Aided Dispatch and Records Management System is a proprietary system that requires support and maintenance services; and

**WHEREAS**, General Dynamics (formerly known as Information Spectrum, Inc. and Anteon Corp) created the Computer Aided Dispatch and Records Management System software and is a proprietary system that requires support and maintenance services; and

**WHEREAS**, General Dynamics has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for six month for the sum of One Hundred twenty- nine thousand five hundred (**\$129,500.00**) Dollars; and

**WHEREAS**, funds in the amount of One Hundred twenty-nine thousand (**\$129,500.00**) are available in the TY2010 budget of Account No. **01-201-25-240-310**; and

**WHEREAS**; The award of this contract shall be subject to the appropriation of sufficient funds in the 2010 transition year permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system;

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Police Director has determined and certified in writing that the value of the contract will exceed **\$17,500**; and

**WHEREAS**, General Dynamics has completed and submitted a Business Entity Disclosure Certification which certifies that General Dynamics has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit General Dynamics from making any reportable contributions during the term of the contract; and

**WHEREAS**, General Dynamics has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, General Dynamic has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

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

City Clerk File No. Res. 10-778

Agenda No. 10.Z.1

Approved: NOV 10 2010

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.**

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

1. A Six (6) month is awarded to General Dynamic in the amount of \$129,500.00 and the City's Purchasing agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. This award of this contract shall be subject to the condition that the General Dynamic provide satisfactory evidence of compliance with the **Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.**
4. The continuation of the contract after the expenditure of funds encumbered in the 2010 Transition year budget shall be subject to the appropriation of sufficient funds in the 2010 Transition permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to General Dynamics shall be made in accordance with the provisions of the **Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.**
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer Donna Mauer as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct. No. **01-201-25-240-310.**

**Police Department**  
Acct. No. **01-201-25-240-310**

**P.O. # 101511**  
**Amount \$129,500.00**

APPROVED: Samuel Jefferson

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

**11/10/10**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-779

Agenda No. 10.Z.2

Approved: NOV 10 2010

TITLE:

## RESOLUTION COMMEMORATING THE LIFE AND DEEDS OF

*Judge Shirley A. Tolentino*



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

**WHEREAS**, Shirley A. Tolentino was born in Jersey City, N.J. She was an honor student at Henry Snyder High School and continued her education at College of St. Elizabeth in Morristown, N.J. earning a Bachelor of Arts degree in Latin with honors in 1965. Shirley A. Tolentino was the only African-American female in her class at Seton Hall University School of Law when she received her Jurisprudence Degree in 1971. In 1980, she received her LL.M. in Criminal Justice from New York University Graduate School of Law; and

**WHEREAS**, Shirley A. Tolentino served as a legal editor for Prentis Hall, an adjudicator for the Veterans Administration and served as a Deputy Attorney General of the State of New Jersey prior to her appointment as a Municipal Court Judge in 1976. She was the first African-American woman appointed to the Jersey City Municipal Court where in 1981, she became the first female Presiding Judge. Judge Tolentino was also the first African-American woman to serve on New Jersey's Superior Court bench; and

**WHEREAS**, Judge Tolentino was appointed to the Original Coleman Commission, which later became the New Jersey Supreme Court Task Force on Minorities. She served for about 10 years and chaired its Commission on Juvenile Justice. She also served on the Supreme Court Commission on Criminal Practice. As a community activist, she served on many boards including the Jersey City Hudson County Urban League, St. Peter's College, St. Aloysius Academy, Hudson County C.Y.O., the Hudson County Girl Scouts Board, and the Visiting Homemakers Board of Hudson County; and

**WHEREAS**, Judge Tolentino was a member of several professional organizations and was the recipient of countless accolades and awards. She was a member of the Hudson County Bar, the Garden State Bar, and the American Bar Association. Judge Tolentino served on the Board of Trustees for the College of Saint Elizabeth and was awarded an Honorary Doctorate in 1980. She was named in Johnson's Publications' Ebony Magazine "1,000 Successful Blacks." In 1980, she joined the National Association of Women Judges and served as President in 1996-1997. Her article, "The Runaway Train" was published in the National Bar Association magazine, Vol. 12 No.5, November/December 1998. She was a member of the North Jersey Chapter of Delta Sigma Theta Sorority and The Girlfriends-New Jersey Chapter serving as National Parliamentarian from 1998-2002. Judge Tolentino was also Immediate Past President of the North Jersey Chapter of Links, Inc., a national organization whose purposes are friendship and service; and

**WHEREAS**, Judge Tolentino presented the Color of Justice sponsored by The National Association of Women Judges at Seton Hall Law School, Rutgers Law School and New Jersey City University. The program encourages female high school students of color to pursue a legal career; and

**WHEREAS**, The Honorable Judge Shirley A. Tolentino was called from this life on October 31, 2010 at the age of 67 surrounded by friends and family. She leaves behind a great legacy as an African-American, as a jurist and as a woman. The cherished wife of Dr. Ernesto Tolentino, beloved mother of Ana-Ramona Tolentino and Candida Tolentino and loving grandmother of Ramon Tolentino Flowers will be greatly missed.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it a fitting and proper tribute to commemorate the life and deeds of Judge Shirley A. Tolentino, a great member of our city. We offer heartfelt condolences to the Tolentino family.

G:\WPDOCS\TOLONDA\RESOS\EULOGIZE\Judge Shirley A. Tolentino.wpd

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY			ABSENT	FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*

Peter M. Brennan, President of Council

*Robert Byrne*

Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-780

Agenda No. 10.Z.3

Approved: NOV 10 2010

TITLE:



## RESOLUTION RE-APPOINTING FRANK C. BABCOCK AS A PART TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated November 1, 2010, that he has re-appointed **Frank C. Babcock**, of 144 Old Bergen Road, Unit B4, Jersey City, New Jersey, as a **part time Judge of the Municipal Court of the City of Jersey City**, for a term to commence November 23, 2010 and expire on November 22, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the re-appointment of **Frank C. Babcock** as a **part time Judge of the Municipal Court of the City of Jersey City** for the above mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

November 1, 2010

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

Dear Council President and Members:

Kindly be advised that I have reappointed **Frank C. Babcock**, of 144 Old Bergen Road, Unit B4, Jersey City, New Jersey, to serve as a part-time Judge of the **Jersey City Municipal Court**. Mr. Babcock's term will commence upon the adoption of a resolution and expire on November 22, 2013.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy".

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
John Kelly, Business Administrator  
Robert Byrne, City Clerk  
Maria Pagan, Municipal Court Administrator  
Rosemary McFadden, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Frank C. Babcock

OFFICE OF THE MAYOR

**FRANK C. BABCOCK**  
**ATTORNEY AT LAW**  
**40 JOURNAL SQUARE, SUITE 316**  
**JERSEY CITY, NEW JERSEY 07306**  
**(201) 798-7738**

**RESIDENCE:** 144 Old Bergen Road, Unit B4  
Jersey City, New Jersey

**EDUCATION:** B.A. Trenton State College Political Science  
1984, J.D. Western New England School of Law  
1989, Member of N.J. Bar 1990 to Present

**WORK EXPERIENCE:** ADMINISTRATIVE ANALYST (1985 to 1986) Sussex  
County Probation. Oversaw and quantified child  
support collections

ASSISTANT COUNTY COUNSEL HUDSON COUNTY (1989 to  
1990) Worked in Welfare Division. Duties  
included paternity trials, child support  
enforcement, administrative hearings.

ASSISTANT PROSECUTOR JERSEY CITY MUNICIPAL  
COURT (Per Diem 1993 - 1994) Appeared numerous  
times in night court for traffic matters.

ASSOCIATE WITH LAW OFFICE OF FRANK D.  
ANGELASTRO (1990 to 2000) Handled numerous  
matters including jury trials in both civil  
and criminal court. Accomplishments include  
successful published appellate division matter  
on pension law. Also, was successful in  
federal third circuit of appeals.

SOLO PRACTITIONER (2001 to Present) General  
practice maintaining offices at 40 Journal  
Square, Jersey City, New Jersey.

WORKERS' COMPENSATION ATTORNEY (2005 to  
Present) Represent the Jersey City Municipal  
Utilities Authority and Jersey City Parking  
Authority in Workers' Compensation matters.

**ACTIVITIES:** Previous President of Hudson County  
Association for Retarded Citizens. Annual  
marathon runner for St. Jude's Children's  
Hospital.

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

City Clerk File No. Res. 10-781

Agenda No. 10.Z.4

Approved: NOV 10 2010

TITLE:



## RESOLUTION APPOINTING DANIEL H. FROHWIRTH AS A MEMBER OF THE JERSEY CITY CULTURAL ARTS COMMISSION

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated November 1, 2010 that he has appointed **Daniel H. Frohwirth** of 20 Newport Parkway, Jersey City, New Jersey to serve as a regular member of the **Jersey City Cultural Arts Commission**, to replace Yili Lin, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on August 16, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Daniel H. Frohwirth** as a member of the **Jersey City Cultural Arts Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 6-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP	✓			VELAZQUEZ		ABSTAIN	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk



# CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

November 1, 2010

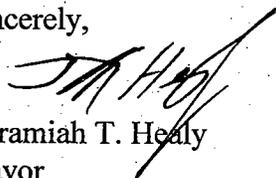
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Daniel H. Frohwirth**, of 20 Newport Parkway, Apt. 1008, Jersey City, New Jersey, to serve as a member of the **Cultural Arts Commission**. Mr. Frohwirth will replace Yili Lin, whose term has expired, for a term to commence upon the approval of a resolution and will expire August 16, 2014.

I request your advice and consent on this matter.

Sincerely,

  
Jerramiah T. Healy  
Mayor

cc: William Matsikoudis, Corporation Counsel  
John Kelly, Business Administrator  
Robert Byrne, City Clerk  
Maryann Kelleher-Arango, Director, Cultural Affairs  
Rosemary McFadden, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Daniel H. Frohwirth

OFFICE OF THE MAYOR

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

City Clerk File No. Res. 10-782

Agenda No. 10.Z.5

Approved: NOV 10 2010

TITLE: **RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON THURSDAY, NOVEMBER 4, 2010**



COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, on October 13, 2010, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

**WHEREAS**, notice of said sale was duly published as required by Law; and,

**WHEREAS**, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, November 4, 2010 at ten o'clock in the forenoon, local time; and,

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said sale of the following properties is ratified, subject to any conditions or terms effecting the sale or reversionary deed, as the case may be,

**BE IT FURTHER RESOLVED**, that the said contract of sale, and deed may be executed by the authorized officials of the City of Jersey City.

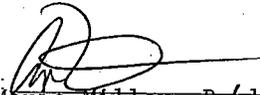
<u>BLOCK</u>	<u>LOT(S)</u>	<u>LOCATION</u>	<u>PURCHASER</u>	<u>PRICE</u>
961	1	Tonnele Avenue	319 Tonnele Avenue LLC 2711 East 65th Street Brooklyn, N.Y.11234	\$401,000.
1305	3.A	262 M.L.King Drive	Build For B LLC 87 Kearney Avenue Jersey City, N.J. 07305	\$35,000.
1309	E.8	250 M.L. King Drive	Nohar Sumasar 9448 Candice Ct. Orlando, Fl 32832	\$50,000.
1318	B.3	184 M.L. King Drive	Martin Luther King 184 LLC 317 Grove Street Suite 6 Jersey City, N.J. 07302	\$17,000.
1324	23.A	471 Ocean Avenue	Gujar Jafar Iqbal 259 Newkirk Avenue 2nd Fl. Brooklyn, N.Y. 11230	\$23,000.
1335	33	128 Woodlawn Avenue	Nohar Sumasar 9448 Candice Ct. Orlando, Fl. 32832	\$35,000.
1335	35.A	124 Woodlawn Avenue	Rajnarine Ramrup 51 Pamrapo Ave. Jersey City, N.J.07305	\$16,000.
1336	24.A,25	124,126 M.L.King Drive	Skyway Realty, LLC 327 Manhattan Ave. Jersey City, N.J. 07307	\$68,000.
1350	3.A	55-59 M.L.King Drive	Build For B LLC 87 Kearney Avenue Jersey City, N.J. 07305	\$76,000.

**TITLE: RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON THURSDAY, NOVEMBER 4, 2010**

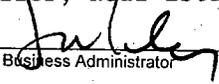
<u>BLOCK</u>	<u>LOT(S)</u>	<u>LOCATION</u>	<u>PURCHASER</u>	<u>PRICE</u>
1463	4.C	364 Ocean Avenue	NVC Real Estate Fund V, LLC 500 Campus Drive Suite 100 Morganville, N.J. 07751	\$147,000.
1469.B	45	East View Court (inside Lot)	Carlos M. Acevedo, Sr. Elbae Acevedo 618 Bramhall Avenue Jersey City, N.J. 07304	\$10,000.
1469.C	12	25 East Bidwell Avenue	Garfield Views, LLC 188 Sherman Avenue Jersey City, N.J. 07307	\$20,000.
1475	1.A	516 Ocean Avenue	Selwyn Orchier 122 Ludlow Place Westfield, N.J. 07090	\$20,000.
1475	19.B	53 Bayview Avenue	CBR Investments 135 Hudson Rd. Teaneck, N.J. 07666	\$4,000.
1476	27	44 Arlington Avenue	Sunil Sumasar 144-24 87th Avenue Jamaica, N.Y. 11435	\$50,000.
1485	39.A	735 Garfield Avenue	Zarrin Saeed Maximas 661 Kennedy Blvd. Bayonne, N.J. 07002	\$9,000.
1794	44	Boyd Avenue (inside lot)	Angelita Cariaga David Roxas 9-9A Boyd Court Jersey City, N.J. 07304	\$1,000.
1832	18	Montgomery Street (alleyway)	Hudson Community Enterprises 68-70 Tuers Avenue Jersey City, N.J. 07306	\$500.
1890	H	445 Mercer Street	Roman Pirog Stephen J. McIntyre 171 Coles St. Jersey City, N.J. 07302	\$11,000.
1914	5	146 Summit Avenue	Skyway Realty, LLC 327 Manhattan Avenue Jersey City, N.J. 07307	\$65,000.
1914	7B,7C	57 Clifton Place	Skyway Realty, LLC 327 Manhattan Avenue Jersey City, N.J. 07307	\$140,000.
1915	21	58 Clifton Place	Sunshine Management Services, LLC 10 Whitman Avenue Jersey City, N.J. 07306	\$52,000.
1916	11.A	38 Clifton Place	Sunshine Management Services, LLC 10 Whitman Avenue Jersey City, N.J. 07306	\$86,000.
1924	42	10 Prescott Street	Prescott 10, LLC 317 Grove St. Suite 6 Jersey City, N.J. 07302	\$86,000.
1955	H	111 Clinton Avenue	Prince Hall Craftsman Club 2 Oxford Avenue Jersey City, N.J. 07304	\$5,000.

**TITLE:** RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON THURSDAY, NOVEMBER 4, 2010

BLOCK	LOT(S)	LOCATION	PURCHASER	PRICE
1959	D.1	479 M.L.King Drive	Reuge Inc. 4630 Willow Street Bellaire, Tx 77401	\$20,000.
1959	F.1	483 M.L.King Drive	485-487 M.L.King LLC 1361 145th Place Whitestone, N.Y. 11357	\$3,000.
1959	X	146.5 Union Street	Mahabir Larry Sookdeo 343 St. Nicholas Ave. Apt.22 New York, N.Y. 10027	\$6,000.
2015	7.T	82 Randolph Avenue	Mingchu Huynh 80 Randolph Avenue Jersey City, N.J. 07305	\$6,000.
2042	I	209 Halladay Street	Joseph DeBarros 215-11 104 Avenue Queens Village, N.Y. 11429	\$4,000.
2055	32.E	394 Commuipaw Avenue (inside lot)	Carlos M.Acevedo Sr. Elba E. Acevedo 618 Bramhall Avenue Jersey City, N.J. 07304	\$300.
2075	19	343 Johnston Avenue	Paul Perrina 381 Whiton Street Jersey City, N.J. 07304	\$91,000.

APPROVED:   
Ann-Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Joanne Monahan  
Corporation Counsel

Certification Required   
Not Required

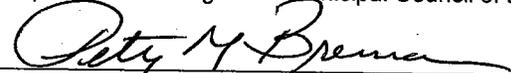
APPROVED 5-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		ABSENT		FULOP		✓		VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON		✓		BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-783

Agenda No. 10.Z.6

Approved: NOV 10 2010

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT IN THE AMOUNT OF \$1,000,000 WITH WHITLOCK MILLS, L.P.

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**WHEREAS**, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

**WHEREAS**, said spending plan authorizes the City to enter into contract with for profit or non-profit entities, organized under state and federal law for the purpose of constructing affordable housing; and

**WHEREAS**, the eligible applicant must provide proof that it is the recipient of funds from another public or private source (s) that together with the AHTF will constitute sufficient funds to complete the proposed project; and

**WHEREAS**, Whitlock Mills, L.P, a for profit developer, proposes to develop a 330 unit mixed income project that will consist of 132 market rate units and 198 affordable housing units; and

**WHEREAS**, the Whitlock Mills project is located at 160 Lafayette Street (Block 2057 Lot 28) in the Morris Canal Redevelopment Area; and

**WHEREAS**, the total cost for this project is approximately \$84,168,183. Proposed financing will consist of the following sources:

**Original Financing- Total Original Financing: \$63,768,183**

HMFA First Mortgage \$14,206,139; Tax Exempt Bonds \$24,159,429; HOME Express \$4,000,000; Low Income Housing Tax Credits \$8,809,241; Deferred Developer Fee \$6,950,000; additional HMFA Loan \$2,550,000; Letter of Credit \$1,793,374 and City HOME funds \$1,300,000.

**Proposed Additional Financing -Total Additional Financing: \$20,400,000**

HMFA \$5,700,000; Tax Credit Exchange funds \$11,700,000; LIHTC (Boston Capital) \$2,000,000 and AHTF \$1,000,000; and

**WHEREAS**, the additional \$20,400,000, which includes \$1,000,000 in AHTFs, is needed to complete the project; and

**WHEREAS**, due to insufficient funds in the Affordable Housing Trust Fund account, the City shall deobligate funds previously awarded to a development that has been stalled for over two (2) years and award deobligated funds to the Whitlock Mills project; and

City Clerk File No. Res. 10-783

Agenda No. 10.Z.6 NOV 10 2010

TITLE:

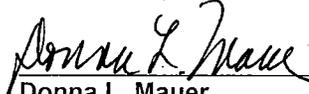
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT IN THE AMOUNT OF \$1,000,000 WITH WHITLOCK MILLS, L.P.**

WHEREAS, it is in the best interest of the City to reallocate \$1,000,000 in AHTFs for Whitlock Mills project which can potentially leverage an additional \$19,400,000 in State and private subsidy.

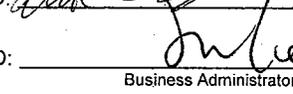
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

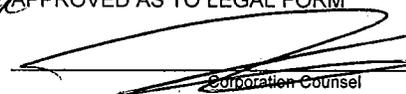
- 1) The Mayor and / or Business Administrator is hereby authorized to enter into an Agreement with Whitlock Mills for developing a mixed income project that will consist of 198 affordable-housing units.
- 2) This commitment of funds is conditioned on the recipient receiving additional financing commitments as detailed on the previous page of at least \$19,400,000 and furnishing proof of same to the City within six (6) months. The six month deadline for proof of funds may be extended for good cause at the discretion of the Director of the Division of Community Development.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$1,000,000 are available in Account No. 17-293-56-000-025. (PO# 101703)

  
 Donna L. Mauer  
 Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM: 

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

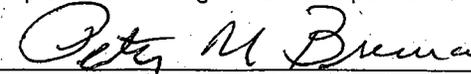
Not Required

APPROVED 6-1  
11/10/10

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

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

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

 Peter M. Brennan, President of Council

 Robert Byrne, City Clerk

**Department of Housing, Economic Development & Commerce**  
**Division of Community Development**



**Inter-Office Memorandum**

**DATE:** November 8, 2010  
**TO:** Council President Peter Brennan and Municipal Council Members  
**FROM:** Darice Toon, Director – Division of Community Development  
**SUBJECT:** RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT IN THE AMOUNT OF \$1,000,000 WITH WHITLOCK MILLS, L.P.

The City is requesting council authorization to reallocate \$1,000,000 in affordable Housing Trust Funds for the Whitlock Mills project. Whitlock Mills is located at 160 Lafayette Street in the Morris Canal Redevelopment Area.

Formerly an industrial site, the project covers approximately 6.6 acres. It is comprised of five existing structures which are being adapted for residential use as follows: three for residential occupancy, one into a multi-story parking garage and one as a community building. Twenty-nine new townhouse style modular buildings are also being constructed for residential occupancy. The project includes new roads and related infrastructure including storm and sanitary sewers, domestic and fire water service, electrical and gas services. When complete, the project will contain 330 units of which 132 will be market rate and the remaining 198 units will be affordable to low-income residents. The proposed unit breakdown is as follows:

78 one (1) bedroom units  
93 two (2) bedroom units  
27 three (3) bedroom units

Work at the project site began in June 2004 and the project was supposed to be completed by June 14, 2006. Construction problems and a dispute between the general contractor, Constructamax, Inc., ("Cmax"), and its primary subcontractor, Deluxe Building Systems, Inc. ("Deluxe") brought work to a near complete stop in the winter of 2006. Approximately six months later in June 2006, Cmax abandoned the work and Whitlock subsequently made a claim against Cmax on its payment and performance bond issued by Arch Insurance and Reinsurance, ("Arch"). In February 2007, Arch and Whitlock entered into a Takeover Agreement whereby Arch agreed to step into the shoes of Cmax and complete the project by November 2007. At the same time, Whitlock, Arch, Cmax and Deluxe commenced litigation against each other; that case is still pending in U.S. District Court in Newark.

**Council President Peter Brennan and Municipal Council Members**

**November 8, 2010**

**Page 2**

Arch performed some remediation work, but was not able to complete the project by November 2007 as it had agreed to in the Takeover Agreement. From September 2008 through September 2009, work was then suspended by a Stop Work Order issued by the Jersey City Building Department. After the Stop Work Order was lifted, Whitlock demanded that Arch resume construction. In October and November of 2009, the parties to the litigation and the staff of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") engaged in settlement discussions to no avail. As of December 31, 2009, Arch abandoned the work, taking the position that Whitlock is in default of its obligations under the Takeover Agreement and that Arch did not have an obligation to spend any further funds to complete the work because of its offsetting claims against Whitlock.

Within the last few months, engineering, architectural and other construction consultants have been engaged to assist with an assessment of the remediation work and remaining work to complete the project in order to obtain an accurate cost to complete. It is estimated that approximately 80% of the work is complete, but remediation of some of the completed work is required. The estimated cost to complete the project is \$20,000,000.

In an effort to complete this project, Whitlock Mills, L.P. was required to cede control of the project during construction. A construction management firm will have unilateral control. This firm will be responsible for supervising the new contractor. Upon completion, Whitlock Mills will be using a third party property management firm to manage the property.

I will be available at the Caucus meeting to answer any questions related to this resolution.

Thank you.

cc: Rosemary McFadden, Deputy Mayor  
Carl Czaplicki, Director – HEDC  
John Kelly, Business Administrator  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-784

Agenda No. 10.Z.7



TITLE:

## WITHDRAWN

**RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD FOR ORDINANCE 10-137.** An ordinance dedicating that Forrest Street between Clerk Street and Ocean Avenue be also known as "Christ the King Church Way"

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

**WHEREAS**, at its meeting of November 10, 2010 at 6:00 p.m. the Municipal Council introduced Ordinance 10-137; and

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

**WHEREAS**, it is necessary that this ordinance become effective immediately to enable the Jersey City Department of Public Works to erect the signage for a ceremony scheduled for November 19, 2010.

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

- [1] an emergency is hereby declared for the reasons set forth herein; and
- [2] pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 10-137 is hereby waived so that this Ordinance is effective immediately.

## WITHDRAWN

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												11/10/10	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
SOTTOLANO				GAUGHAN				FLOOD					
DONNELLY				FULOP				VELAZQUEZ					
LOPEZ				RICHARDSON				BRENNAN, PRES					

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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