

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

City Clerk File No. Res. 12-589

Agenda No. 10.A

Approved: AUG 01 2012

TITLE:



RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS TO POWELL CAPITAL MARKETS, INC.

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

Section 1. (a) Qualified General Obligation Refunding Bonds, in an amount not exceeding \$9,945,000 which shall be issued in two separate series of bonds, consisting of Qualified General Improvement Refunding Bonds, Taxable Series 2012A (the "Series A Refunding Bonds") and Qualified Water Improvement Refunding Bonds, Series 2012B (the "Series B Refunding Bonds" and together with the Series A Refunding Bonds, the "Refunding Bonds") of the City of Jersey City, in the County of Hudson, New Jersey (the "City") are hereby authorized to be issued and sold as "Refunding Bonds" (or sometimes referred to herein as the "Bonds").

(b) In order to effectuate the Refunding Plan (defined herein), the Mayor, the Business Administrator and the Chief Financial Officer, or any one of them shall determine the actual aggregate principal amount of the Refunding Bonds to be issued (including the principal amount of each of the Series A Refunding Bonds and the Series B Refunding Bonds); provided that such determination shall be consistent with the refunding bond ordinance finally adopted by the Municipal Council on March 14, 2012 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$28,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$28,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF" and be within the parameters set forth in Section 2 of this resolution. The signature of the Mayor or Business Administrator or Chief Financial Officer on

the Purchase Contract (defined herein) authorized in Section 2 hereof shall constitute evidence of the approval of such actual principal amounts.

Section 2. The Refunding Bonds are hereby authorized to be sold to Powell Capital Markets, Inc., (the "Underwriter") in accordance with a purchase contract to be entered into by and between the Underwriter and the City. The Mayor or the Business Administrator or the Chief Financial Officer are hereby authorized to execute and, on behalf of the City, negotiate a purchase contract substantially in the form attached hereto as Exhibit A (the "Purchase Contract") with the Underwriter in the form satisfactory to bond counsel and upon terms satisfactory to the Mayor or the Business Administrator or the Chief Financial Officer for the sale of the Refunding Bonds to the Underwriter in accordance with the provisions of this resolution, provided that (i) the sale of the Refunding Bonds results in a net present value savings to the City of at least 3% of the aggregate par amounts of the Refunded Bonds (hereinafter defined), (ii) the underwriter's discount shall not exceed \$5.00 per bond, and (iii) the terms of the sale of the Refunding Bonds are otherwise in accordance with the terms provided in the approval of the Local Finance Board of the Department of Community Affairs of the State of New Jersey (the "Local Finance Board") granted on March 14, 2012 and April 11, 2012 (collectively, the "Local Finance Board Approval"). The signature of the Mayor or the Business Administrator or the Chief Financial Officer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

Section 3. (a) The Refunding Bonds of each series shall be issued in the par amounts, consistent with the Local Finance Board Approval, determined by the Mayor or the Business Administrator or the Chief Financial Officer to be necessary to (collectively, the "Refunding Plan") pay costs of issuance and to provide a deposit to one or more escrow funds that, when invested, will be sufficient to (i) refund a portion of the City's Qualified General Improvement Bonds, Taxable Series 2003C, dated September 1, 2003, namely those bonds maturing on September 1 in the years 2013, 2014, 2026 and 2033 (the "GI Refunded Bonds"), and to call for redemption the GI Refunded Bonds maturing in the years 2013, 2014, 2026 and 2033 on October 10, 2012 or such other date determined by the Mayor or Chief Financial Officer (the "GI Redemption Date") at the option of the City at a redemption price of 101% of the principal amount of such GI Refunded Bonds to be redeemed plus any unpaid accrued interest to the GI Redemption Date; (ii) refund a portion of the City's Qualified Water Improvement Bonds,

Series 2003, dated March 1, 2003, namely those bonds maturing on March 1 in the years 2017 through and including 2024 (the "2003 Water Refunded Bonds") and to call for redemption the 2003 Water Refunded Bonds maturing in the years 2017 through and including 2024 on March 1, 2013 or such other date determined by the Mayor or Chief Financial Officer (the "2003 Water Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2003 Water Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2003 Water Redemption Date; and (iii) refund a portion of the City's Qualified Water Improvement Bonds, Series 2005B dated May 15, 2005, namely those bonds maturing on May 15 in the years 2017 through and including 2020 (the "2005 Water Refunded Bonds", and together with the GI Refunded Bonds and the 2003 Water Refunded Bonds, the "Refunded Bonds") on May 15, 2015 or such other date determined by the Mayor or Chief Financial Officer (the "2005 Water Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2005 Water Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2005 Water Redemption Date. The Bonds of each series shall mature on September 1 of each year, as provided in paragraph (f) below.

(b) The Refunding Bonds shall bear interest at rates agreed to by the Mayor or Chief Financial Officer as provided in the Purchase Contract, such rates to be set to assure that the City achieves at least a 3% net present value debt service savings measured against the Refunded Bonds.

(c) The Refunding Bonds may be subject to redemption prior to their stated maturities as determined by the Mayor or Chief Financial Officer as part of the sale and as shall be set forth in the Purchase Contract.

(d) The Bonds shall be dated their date of delivery or such other later date consistent with the date of sale and shall bear interest at the rates per annum as the Mayor or Chief Financial Officer shall determine.

(e) The Refunding Bonds shall be numbered and have such prefix or prefixes as determined necessary by the Mayor or Chief Financial Officer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the City as determined in the Purchase Contract.

(f) The Refunding Bonds shall mature on September 1 within a year of the date of sale and thereafter in the principal amounts as may be determined by the Mayor or Chief

Financial Officer and shall bear interest payable semiannually on March 1 and September 1 in each year until maturity commencing March 1, 2013 (or such other dates as shall be determined by the Mayor or Chief Financial Officer and set forth in the Purchase Contract), at the rates per annum as may be determined by the Mayor or Chief Financial Officer and as set forth in the Purchase Contract.

(g) The Refunding Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Refunding Bonds maturing in each year. Both principal of and interest on the Refunding Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Refunding Bonds on behalf of individual purchasers. Individual purchases may be made in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof through book-entries made on the books and the records of the Securities Depository. The principal of and the interest on the Refunding Bonds will be paid to the Securities Depository by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as may be determined by the Mayor or Chief Financial Officer (the "Record Dates" for the Refunding Bonds). The Refunding Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

(h) The following matters are hereby determined with respect to the Refunding Bonds:

Designations:	Qualified General Improvement Refunding Bonds, Taxable Series 2012A and Qualified Water Improvement Refunding Bonds, Series 2012B
Date of Bonds:	Date of Delivery
Principal Payment Date:	September 1 of each year, as determined by the Mayor or the Chief Financial Officer

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Interest Payment Dates: Each March 1 and September 1, commencing March 1, 2013

Redemption The Refunding Bonds shall be subject to redemption prior to their stated maturities as determined by the Mayor or the Chief Financial Officer as provided in the Purchase Contract

Place of Payment: Cede & Company, New York, New York

Paying Agent: Manufacturers and Traders Trust Company, Jersey City, New Jersey and Buffalo, New York

Section 4. The Refunding Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the City to market the Refunding Bonds:

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REGISTERED
NUMBER A-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF HUDSON

CITY OF JERSEY CITY

**B. QUALIFIED [GENERAL IMPROVEMENT] [WATER IMPROVEMENT] REFUNDING
BOND, [TAXABLE] SERIES 2012__**

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
_____ , 2012	September 1, 20__	_____ %	_____

CITY OF JERSEY CITY, in the County of Hudson, New Jersey (the "City") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of _____ DOLLARS (\$ _____), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the 1st days of March and September in each year until maturity, commencing on March 1, 2013. Interest on this bond will be paid to the Securities Depository by the City's paying agent, _____, New Jersey, or its successor (the "Paying Agent") and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the 15th days of February and August next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the City will be paid to the Securities Depository by the Paying Agent and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a bond ordinance of the City finally adopted on March 14, 2012, entitled "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$28,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$28,000,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and a resolution of the City adopted on August 1, 2012, entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS TO POWELL CAPITAL MARKETS, INC.", in all respects duly approved and published as required by law (the "Authorization Proceedings").

This bond is entitled to the benefits of the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

[The Bonds maturing on or after September 1, 20__ are subject to redemption prior to maturity at the option of the City, as a whole at any time or in part from time to time on or after

September 1, 20__ , in such order of maturity as directed by the City, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer (or by the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer (or the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice, by first class mail in a sealed envelope postage prepaid, to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.]

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the CITY OF JERSEY CITY has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of the Clerk of the City, and this bond to be dated the Date of Original Issue as specified above.

CITY OF JERSEY CITY, IN THE
COUNTY OF HUDSON, NEW JERSEY

By: _____ (Facsimile)
Mayor

ATTEST:

By: _____
Clerk

By: _____ (Facsimile)
Chief Financial Officer

Section 5. In each of the Series A Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RA-__.

B. A

Section 6. In each of the Series B Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RB-__.

B. B

Section 7. The law firm of GluckWalrath LLP is authorized to arrange for the printing of the Refunding Bonds. The proper officials of the City are hereby authorized and directed to execute the Refunding Bonds and to deliver them to or upon the order of the Underwriter upon receipt of payment therefor.

Section 8. By purchasing the Refunding Bonds pursuant to the Purchase Contract, the Underwriter shall agree to the following:

(a) Payment shall be in immediately available funds.

(b) The Underwriter shall inform the City in writing of the yield at which a substantial amount of the Bonds are sold to the public, such amount being sufficient to satisfy the requirements of bond counsel.

Section 9. The City hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended (the "Code") in order to preserve the exemption from taxation of interest on the Series B Refunding Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Series B Refunding Bonds, and that it will refrain from taking any action that would adversely affect the tax exemption of the Series B Refunding Bonds under the Code.

Section 10. The distribution by the City of a Preliminary Official Statement, in substantially the form attached hereto as Exhibit B (the "Preliminary Official Statement"), is hereby authorized and/or ratified, and the use of the information contained therein concerning the City in connection with the sale of the Refunding Bonds is hereby approved and authorized. The Mayor or the Business Administrator or the Chief Financial Officer of the City is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement with such changes from the Preliminary Official Statement as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Mayor or the Business Administrator or the Chief Financial Officer is hereby

authorized to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 11. The Mayor or Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Refunding Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 12. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Refunding Bonds or is removed by the City and if no successor Securities Depository is appointed, the Refunding Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Refunding Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 13. A Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit C is hereby approved, and the Mayor or Chief Financial Officer is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the City in substantially such form, with such insertions and changes therein as the Mayor or Chief Financial Officer may approve, such approval to be evidenced by his execution thereof.

Section 14. (a) Manufacturers and Traders Trust Company, Jersey City, New Jersey, is hereby appointed to serve as paying agent for the Refunding Bonds (the "Paying Agent"). The City hereby approves the preparation and execution of one or more agency agreements by and between the City and the Paying Agent. The Mayor or Chief Financial Officer is hereby authorized and directed to execute and deliver the Agency Agreement on behalf of the City in substantially such form, with such insertions and changes therein as the Mayor or Chief Financial Officer may approve, such approval to be evidenced by his or her execution thereof.

Section 15. Manufacturers and Traders Trust Company, Jersey City, New Jersey, is hereby appointed to serve as escrow agent for the Refunded Bonds (the "Escrow Agent").

Section 16. To effectuate the Refunding Plan, the City hereby approves the preparation and the execution of one or more escrow agreements by and between the City and the Escrow Agent, said escrow agreement to be in substantially the form attached hereto as Exhibit D (the "Escrow Agreement"), which is hereby approved, and the Mayor or Chief Financial Officer is hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the City in substantially such form, with such insertions and changes therein as the Mayor or Chief Financial Officer may approve, such approval to be evidenced by his or her execution thereof. The Escrow Agreement shall also provide for the payment of costs of issuance of the Refunding Bonds. The Mayor or Chief Financial Officer is hereby authorized to direct the Escrow Agent to pay the costs incurred in connection with the sale and the issuance of the Refunding Bonds from the proceeds derived from the sale of the Refunding Bonds in accordance with the terms of a certificate of the Mayor or Chief Financial Officer to be executed upon delivery of the Refunding Bonds. NW Financial Group, LLC, Hoboken, New Jersey, is hereby authorized on behalf of the City to apply for United States Treasury Securities - State and Local Government Series and is appointed as bidding agent of the City to the extent open market securities are purchased for the escrow funds for the Refunded Bonds, all in accordance with the Escrow Deposit Agreement. The Underwriter, the City's Financial Advisor and the Escrow Agent are each authorized to submit applications for such investments.

Section 17. Donohue, Gironde & Doria, Bayonne, New Jersey, is hereby appointed to serve as Verification Agent (the "Verification Agent") who shall verify the mathematical computations performed initially by the Underwriter and related to the Refunding Bonds, the Refunded Bonds and the investment of certain funds in accordance with the terms of the Escrow Agreement.

Section 18. The Bonds shall be issued as "qualified bonds" under, and shall be entitled to the benefits of, the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq., and the City shall comply in all respects with the resolution(s) of the Local Finance Board adopted on March 14, 2012 and April 11, 2012 in connection therewith. The City hereby acknowledges and recognizes that the provisos as contained in said Local Finance Board resolution shall constitute binding obligations upon all officials of the City. The Chief Financial Officer of the City is hereby authorized and directed to certify to the State Treasurer the name and address of the Paying Agent, the maturity schedules, the interest rate(s) and the dates of payment of debt service on the

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TITLE:

Bonds within 10 days after the issuance of the Bonds.

Section 19. The Mayor and/or the Chief Financial Officer are hereby authorized and directed to take all actions necessary and appropriate to procure bond insurance in respect of the Refunding Bonds, provided that the cost of said bond insurance does not exceed \$85,000. Such officers are further authorized and directed to execute all documents and certificates as may be necessary in connection with the purchase of such bond insurance.

Section 20. The Mayor and/or the Chief Financial Officer and other appropriate representatives of the City are hereby authorized to take all steps necessary to provide for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including preparing and executing such agreements and documents on behalf of the City and taking all steps necessary or desirable to implement the terms of this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby.

Section 21. This resolution shall take effect immediately.

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/1/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-590

Agenda No. 10.B

Approved: AUG 01 2012

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY
MUNICIPAL DRUG ALLIANCE GRANT FOR CALENDAR YEAR 2013**

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION
of the following Resolution:

WHEREAS, the City of Jersey City (City) is desirous of entering into contract with the County of Hudson Department of Health and Human Services Municipal Drug Alliance to provide drug and substance abuse counseling and educational services to the public of all ages; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, this grant is for the period of January 1, 2013 thru December 31, 2013 in the amount of \$233,209; and

WHEREAS, the City will provide a mandatory 25% cash match in the amount of \$58,302 and the Municipal Drug Alliance Sub-Grantees will provide a 75% mandatory in-kind support in the amount of \$174,907; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services;

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

1. The Mayor and/or Business Administrator is authorized to submit an application for the City of Jersey City Municipal Drug Alliance grant for calendar year 2013 in the amount of \$233,209.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, including the administrative compliance and audit.

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY MUNICIPAL DRUG ALLIANCE GRANT FOR CALENDAR YEAR 2013

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

Harry Melendez (201) 547-6800.

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

Jersey City Municipal Drug Alliance to Combat Drug and Alcohol Abuse for the Department of Health & Human Services.

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

Drug and Alcohol Prevention Program for The City of Jersey City.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

Reduction of Drug and Alcohol Abuse in Jersey City Education about the effect of Drug and Alcohol Abuse.

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):

State/County	\$233,209	In-Kind (sub-grantees)	\$174,907
City Cash Match	\$ 58,302		

7. DATE PROPOSED OR PROJECT WILL COMMENCE:

January 1, 2013

8. ANTICIPATED COMPLETION DATE:

December 31, 2013

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

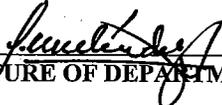
Elizabeth-Castillo (201) 547-5945

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

DATE



SIGNATURE OF DEPARTMENT DIRECTOR

07.18.12
DATE

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

City Clerk File No. Res. 12-591

Agenda No. 10.C

Approved: AUG 01 2012

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2012-2013 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-021** the City of Jersey City established the Historic Downtown Special Improvement District (HDSID) to be operated by the Historic Downtown Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Historic Downtown Special Improvement District has submitted its 2012-2013 fiscal year budget, July 1, 2012 – June 30, 2013 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2012-2013 fiscal year budget, July 1, 2012 – June 30, 2013 of the Historic Downtown Special Improvement District, attached hereto as Exhibit A, was approved by the Historic Downtown Special Improvement District at its May 15, 2012 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 12-591

Agenda No. 10.C AUG 01 2012

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2012.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne
 Robert Byrne, City Clerk

HISTORIC DOWNTOWN MANAGEMENT CORPORATION

Special Improvement District – Jersey City
317 Grove St. Ste. 2, Jersey City, NJ 07306, 201-547-3554

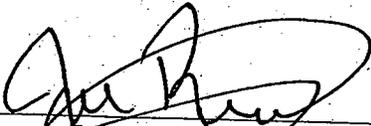
RESOLUTION APPROVING THE BUDGET FOR THE 2012-2013 FISCAL YEAR OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT (HDSID)

WHEREAS, N.J.S.A. 40:56-25 et. seq., the State Statute authorizing the creation of Special Improvement Districts and the Designation of a District Management Corporation must submit an annual budget for approval by the Municipal Council; and

WHEREAS, Ordinance # 97-021 of the City of Jersey City Municipal Council, providing for the Creation of a Historic Downtown Special Improvement District (HDSID) and designation of the Historic Downtown Special Improvement District Management Corporation as the District Management Corporation (DMC);

WHEREAS, pursuant to Article I, Section 4 of the By-laws of the Historic Downtown Special Improvement District;

NOW, THEREFORE BE IT RESOLVED that the HDSID held a meeting on June 14, 2011; and a quorum was present to move and second the submission of the HDSID Fiscal Year 2012/2013 annual budget to the Jersey City Economic Development Corporation and forward to the City Council of the City of Jersey City for a resolution allowing the New Jersey State Urban Enterprise Zone Authority to adopt the budget for the purposes of providing a grant to the HDSID in the amount of \$173,143.00.



John Reichart
President



Jerald Blankman
Secretary

RECEIVED

29 P 1:00 PM
CITY CLERK'S OFFICE
CITY OF JERSEY CITY, N.J.

CERTIFIED to be a true copy of the RESOLUTION adopted by the Historic
Downtown Special Improvement District (HDSID) at its meeting on: _____
by of 5/15, 2012

HDSID Secretary, Jerald Blankman

Dated: 5/15/12

ROW	SID	VEZ	Total	Comments	
INCOME					
A3	2013	2013	2013		
A3	SID Assessments	\$173,143.00	\$0.00	\$173,143.00	See Footnote # 1
A4	Sponsorship	\$80,000.00	\$0.00	\$80,000.00	See Footnote # 2
A5	Other Income	\$125,000.00	\$50,000.00	\$175,000.00	See Footnote # 3
EXPENSES					
Operations					
A11	Cleaning Services	\$120,000.00	\$0.00	\$120,000.00	Utilities/maintenance/grounds/maintenance services for the entire district including event assistance: 3 full time employees, 2 part time employees to cover the district 7 days a week, 7 am - 7 pm M-F, 8am - 6pm weekends. Staff provided by ACS (yearly)
A12	Design Assistance	\$5,000.00	\$0.00	\$5,000.00	Includes, but not limited to design of signage, banners, websites, planters, garbage canisters.
Marketing					
A16	Web	\$5,443.00	\$0.00	\$5,443.00	Fees for maintenance, design and services regarding web site, web marketing and related activity
A18	Holiday & Special Events	\$45,000.00	\$10,000.00	\$55,000.00	Organize support activities and materials, including but not limited to: lighting, banners, flags, signs, decorations etc for personal marketing and special events.
A19	Printing / Promotions	\$1,000.00	\$2,500.00	\$3,500.00	Newsletters, meetings, promotions
A20	Business Attraction/ Retention & Retail	\$55,000.00	\$7,500.00	\$62,500.00	Public Relations to publicize district, including but not limited to: seminars, advertising, coop programs, conventions, special events, etc.
A21	Collateral Materials	\$5,000.00	\$0.00	\$5,000.00	SID Assessment funding used for any collateral materials needed for events, meetings or business assistance

ROW	SID	UEZ	Total	Comments
ROW	SID	UEZ	Total	Comments
Capital Programs			Total	Comments
A22	Grants			
A23	Street Scape			See Footnote 4
A24	Capital Improvements			See Footnote 5 Roll over funds utilized for Capital Improvements throughout the District including but not limited to bike racks, additional garbage cans, planters, planters, recycling bins, Welcome Center at PATR Plaza, WI-FI, ETC.
Subtotal				\$15,200.00
Administration				
A30	Insurance	\$5,000.00	\$15,000.00	Liability: Directors, Officers, Business Owners, Special Event Insurance, Health Insurance
A31	Rent	\$8,000.00	\$8,000.00	Ground Floor space within the district to serve as a resource and welcome center
A32	Utilities	\$4,000.00	\$4,000.00	Lights, phone, electric, gas, etc.
A33	Postage	\$1,000.00	\$1,000.00	Mailing annual material, quarterly newsletters and various notifications
A34	Printing	\$500.00	\$500.00	Letter head, business cards, note cards, envelopes, etc.
A35	Management	\$20,000.00	\$110,000.00	Nilad Feroz (Full Time Executive Director) \$55,000, Rashid Baidow (Full Time PR/Marketing Director) \$45,000 Seasonal/Parttime Assistants \$10,000.00
A36	Consultants	\$4,000.00	\$4,000.00	SID Assessment funding used for any legal fees incurred during the fiscal year.
A37	Accounting	\$5,000.00	\$7,000.00	Auditor and Bookkeeping, accountants for tax returns and audits
A38	Office Supplies	\$1,000.00	\$1,000.00	
A39	Meetings/Seminars/Training	\$2,000.00	\$5,000.00	SID Assessment used for meeting space rental, if needed as well as materials and speakers, 13 meetings per year, and any necessary special meetings.
A40	Misc	\$0.00	\$0.00	
A41	Dues & Subs	\$0.00	\$1,000.00	membership dues for DNY, Chamber of Commerce, etc.
TOTAL				\$15,200.00
GRAND TOTAL				\$15,200.00

FOOTNOTES TO 2012-13 BUDGET

FOOTNOTE 1: Assessments

Funds collected from assessments of all properties within the district. FY 2013 assessment raised 2.5%.

FOOTNOTE 2: Sponsorships

Sponsorships received for all programs this year including Groove on Grove, the Farmers Market and any other events sponsored by HDSID.

FOOTNOTE 3: Other Income

This includes any in-kind contributions as well as any carry over of SID assessments funds and sponsorship funds not utilized in the previous year.

FOOTNOTE 4: DOT, CDGB

We anticipate submitting an application this year; and the funds would be allocated accordingly.

FOOTNOTE 5: Streetscape Grant

We are working with the city of Jersey City and anticipate an application this year; the funds would be allocated accordingly.

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

City Clerk File No. Res. 12-592

Agenda No. 10.D

Approved: AUG 01 2012

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE CITY TO EXECUTE A MEMORANDUM OF AGREEMENT
(MOA) WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) AND THE
NEW JERSEY STATE HISTORIC PRESERVATION OFFICE (SHPO) REGARDING
BERRY LANE PARK**

WHEREAS, the United States Department of Housing and Urban Development (HUD) awards the City of Jersey City (City) an annual Community Development Block Grant (CDBG) allocation to address various goals detailed in the City's Consolidated Plan; and

WHEREAS, the City is responsible for performing an environmental review for all HUD funded projects and the City is a 24 CFR Part 58 HUD entitlement community that assumes the environmental responsibilities of HUD; and

WHEREAS, the City has committed \$875,000 in CDBG funds to the Jersey City Redevelopment Agency (JCRA) for environmental remediation at Berry Lane Park; and

WHEREAS, the JCRA is the lead agency responsible for the development of Berry Lane Park and the City would like the JCRA to act in collaboration with the City to execute a Memorandum of Agreement (MOA) with the New Jersey State Historic Preservation Office (SHPO) regarding Berry Lane Park; and

WHEREAS, the JCRA proposes to conduct site remediation and subsequent construction of Berry Lane Park in Jersey City, Hudson County, on portions of Blocks 18901, 18903, 19803, and 19901 using HUD funding; and

WHEREAS, the City has consulted with the New Jersey State Historic Preservation Office (SHPO) to determine the Area of Potential Effects (APE); to identify significant, National Register eligible or listed properties; and to assess the effects of the project on those properties pursuant to the requirements of 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the City has determined in consultation with the SHPO that the Morris Canal, listed on the National Register of Historic Places, is located within the APE and that the Berry Lane Park site remediation and construction will adversely affect the Morris Canal; and

WHEREAS, the New Jersey SHPO concurred in a review letter dated 5/18/12 that archaeological monitoring during site remediation is an appropriate means to mitigate the adverse effects on the Morris Canal; and

WHEREAS, the City and JCRA agree that as mitigation, Morris Canal elements shall be incorporated into the Berry Lane Park design through consultation with interested parties; and

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE CITY TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) AND THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICE (SHPO) REGARDING BERRY LANE PARK

WHEREAS, the City invited organizations and individuals with an identified interest in history or historic preservation via mail to comment on the proposed project through a Consultation Party letter dated June 5, 2012. No opposition to the project based on cultural resource issues was raised during outreach efforts; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (ACHP) in a letter dated July 2, 2012 of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (ACHP) in a letter dated July 2, 2012 of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

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 enter into a Memorandum of Agreement (MOA) in collaboration with the Jersey City Redevelopment Agency (JCRA) and the New Jersey State Historic Preservation Office (SHPO) for the mitigation of adverse effects on the Historic Morris Canal caused by the site remediation and construction of the proposed Berry Lane Park. The terms and conditions of the aforementioned document 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.

APPROVED: Carl Casalicchio ^{8/1/12} APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

Department of Housing, Economic Development & Commerce
Division of Community Development



Inter-Office Memorandum

DATE: July 25, 2012
TO: Council President Peter Brennan and Members of the Municipal Council
FROM: Darice Toon, Director – Division of Community Development
SUBJECT: Berry Lane Park - Memorandum Of Agreement (MOA)

The Division of Community Development is seeking authorization to execute a Memorandum Of Agreement (MOA) between the City of Jersey City, The Jersey City Redevelopment Agency (JCRA) and the NJ State Historic Preservation Office (SHPO) regarding the remediation of Berry Lane Park.

Berry Lane Park has been in the planning since 1999. Ben Delisle (JCRA) has taken the lead to bring the project to fruition. The project includes multiple funding sources; private, federal, state, county and municipal to acquire, clear and remediate vacant and abandoned Brownfields and create a 17.5 acre park.

An Environmental Review (ER) was conducted as required for all projects receiving CDBG funding. The ER requires a Historic Preservation (Section 106) Review be conducted. A portion of the proposed parkland is over the archaeological remains of the Morris Canal which is listed on the **NJ & National Register of Historic Places**.

Because the archaeological remains of the Morris Canal are listed as an historic site and the cleanup will adversely affect those remains, by virtue of removing the contaminated soil, SHPO requires that the City mitigate the effect of the cleanup.

Mitigation includes: a) incorporation of the Morris Canal elements into park design, b) inclusion of historic markers and park signage and c) execution of the MOA (see attachment #1) between the City, JCRA and SHPO.

Please feel free to contact me if you have questions as I will not be in attendance at the Caucus meeting on Monday.

Thank you.

cc: Rosemary McFadden, Chief of Staff
John Kelly, Business Administrator
Robert Byrne, City Clerk
Carl Czaplicki, Director – HEDC
Robert Antonicello, Executive Director – JCRA
Matthew Hogan, Management Assistant – DCD

ATTACHMENT 1

**DRAFT
Memorandum Of Agreement
including
Site Address Listing**

D R A F T
MEMORANDUM OF AGREEMENT
BETWEEN THE
JERSEY CITY REDEVELOPMENT AGENCY
AND THE
NEW JERSEY HISTORIC PRESERVATION OFFICE
REGARDING BERRY LANE PARK
SITE REMEDIATION AND CONSTRUCTION
JERSEY CITY, HUDSON COUNTY, NEW JERSEY

WHEREAS, the City of Jersey City (City) is a 24 CFR Part 58 community that assumes the environmental responsibility of the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has authorized the Jersey City Redevelopment Agency (JCRA) to act on its behalf and to oversee the creation of Berry Lane Park including site remediation, park design and construction; and

WHEREAS, the JCRA proposes to conduct site remediation and subsequent construction of Berry Lane Park in Jersey City, Hudson County on portions of Blocks 18901, 18903, 19803 and 19901 using HUD funding; and

WHEREAS, the City has consulted with the New Jersey State Historic Preservation Office (SHPO) to determine the Area of Potential Effects (APE); to identify significant, National Register eligible or listed properties; and to assess the effects of the project on those properties pursuant to the requirements of 36 C.F.R. Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 USC 470f); and

WHEREAS, the City has determined in consultation with the SHPO that the Morris Canal, listed on the National Register of Historic Places, is located within the APE and that the Berry Lane Park site remediation and construction will adversely affect the Morris Canal; and

WHEREAS, the New Jersey SHPO concurred in a review letter dated May 18, 2012 that archaeological monitoring during site remediation is an appropriate means to mitigate the adverse effects on the Morris Canal; and

WHEREAS, The City and JCRA agree that as mitigation, Morris Canal elements shall be incorporated in the Berry Lane Park design through consultation with interested parties; and

WHEREAS, the City invited organizations and individuals with an identified interest in history or historic preservation via mail to comment on the proposed project through a Consultation Party letter dated June 5, 2012. No opposition to the project based on cultural resource issues was raised during outreach efforts; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the City has notified the Advisory Council of Historic Preservation (ACHP) in a letter dated July 2, 2012 of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

Now Therefore, the City, JCRA and the New Jersey SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

HUD will ensure that the following tasks are carried out:

1. Archaeological Recordation

- a. JCRA shall ensure that the attached archaeological monitoring work plan (Hunter Research Inc. Procedures for the Archaeological Monitoring, Berry Lane Park, Site Remediation, Demolition, Drainage, Structure Instillation and Grading, City of Jersey City, Hudson County, New Jersey" (March 20, 2012); Appendix A) is implemented prior to and in coordination with those project activities that could disturb the significant portions of the Morris Canal.
- b. JCRA shall ensure that the draft archaeological monitoring report will be prepared and submitted to the HPO for review within six (6) months of the completion of fieldwork.
- c. JCRA shall ensure that all final archaeological reports resulting from actions pursuant to this agreement will be provided to the SHPO and, upon request, to interested parties.

2. Berry Lane Park Design

- a. JCRA shall develop through consultation and implement Morris Canal elements into the park design which shall include historic signage / markers.

PROFESSIONAL QUALIFICATIONS

JCRA shall ensure that the archaeological investigation and reviews carried out pursuant to this agreement are carried out by or under the direct supervision of a person or persons meeting at a minimum, the appropriate standards set forth in the Secretary of the Interiors' Professional Qualifications Standards for archaeology (48 FR 44738-44739).

ADMINISTRATIVE CONDITIONS

1. Dispute Resolutions

Should the SHPO or the ACHP object within 30 days to any information provided for review or action pursuant to this agreement, JCRA shall consult with the objecting party to resolve the objection. If the JCRA determines that the objection cannot be resolved, JCRA shall forward all documentation relevant to the dispute to the ACHP. Within 30 days after the receipt of all pertinent documentation, the ACHP will either provide JCRA with recommendations, which JCRA will take into account in reaching a final decision regarding the dispute, or the ACHP will notify JCRA that it will comment pursuant to CFR 800.6(b). Any ACHP comment provided in response to such a request will be taken into account by JCRA in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute; JCRA's responsibility to carry out all actions under this agreement that are not the subject of dispute will remain unchanged.

2. Completion of Work in a Timely Manner

Final Morris Canal park design elements required by Stipulation 2a shall be completed prior to completion of park construction activities.

3. Documentation of Satisfaction of Stipulations

JCRA shall submit a report demonstrating satisfaction of the requirements of Stipulation 1a and 1b of this agreement to the NJHPO within one year of the completion of archaeological fieldwork.

Execution of this Memorandum of Agreement (MOA) by the City, JCRA and the SHPO and implementation of its terms, is evidence that JCRA has taken into account the effects of the undertaking on historic properties.

4. Amendments

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

5. Sunset Clause

This agreement shall be null and void if its terms are not carried out within five (50 years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

6: Termination

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment in accordance with Administrative Condition 5, above. If within thirty (30) days (or another timer period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

If the MOA is terminated, prior to work continuing on the undertaking, the City, JCRA and SHPO must either (a) execute an MOA pursuant to 36 CFR § 800.7. JCRA shall notify the signatories as to the course of action it will pursue.

CITY OF JERSEY CITY

By: _____
Honorable Jerramiah Healy
Mayor and Certifying Officer

Date: _____

JERSEY CITY REDEVELOPMENT AGENCY

By: _____
Robert Antonicello
Executive Director

Date: _____

NEW JERSEY STATE HISTORIC PRESERVATION OFFICE

By: _____
Daniel D. Saunders
Administrator and Deputy State Historic Preservation Officer

Date: _____

BERRY LANE PARK

ATTACHED TO...

PROPERTIES SORTED BY STREET ADDRESS

<u>Address</u>	<u>Block</u>	<u>Lot</u>	
1 Berry Lane	18901	18	
417 Communipaw Av.	18901	23	Phase 2
Garfield Av. - Inside	18901	21	
942 Garfield Av.	18903	8	
944 Garfield Av.	18903	9	
946 Garfield Av.	18903	10	
948 Garfield Av.	18903	11	
960-958 Garfield Av.	18903	12	
964 Garfield Av.	18903	13	
966 Garfield Av.	18903	14	
968 Garfield Av.	18903	15	
970 Garfield Av.	18903	16	
972 Garfield Av.	18903	17	
976 Garfield Av.	18903	18	
978 Garfield Av.	18903	19	
980 Garfield Av.	18903	20	
984 Garfield Av.	19803	1	
990 Garfield Av.	18901	1	
1000 Garfield Av.	18901	2	
Woodward St.	19803	5	
Woodward St.	19901	2	
65 Woodward St.	19803	4	
75 Woodward St.	19803	3	
139 Woodward St.	18901	29	Phase 2

PROPERTIES SORTED BY BLOCK & LOT

<u>Address</u>	<u>Block</u>	<u>Lot</u>	
990 Garfield Av.	18901	1	
1000 Garfield Av.	18901	2	
1 Berry Lane	18901	18	
417 Communipaw Av.	18901	23	Phase 2
Garfield Av. - Inside	18901	21	
139 Woodward St.	18901	29	Phase 2
942 Garfield Av.	18903	8	
944 Garfield Av.	18903	9	
946 Garfield Av.	18903	10	
948 Garfield Av.	18903	11	
960-958 Garfield Av.	18903	12	
964 Garfield Av.	18903	13	
966 Garfield Av.	18903	14	
968 Garfield Av.	18903	15	
970 Garfield Av.	18903	16	
972 Garfield Av.	18903	17	
976 Garfield Av.	18903	18	
978 Garfield Av.	18903	19	
980 Garfield Av.	18903	20	
984 Garfield Av.	19803	1	
75 Woodward St.	19803	3	
65 Woodward St.	19803	4	
Woodward St.	19803	5	
Woodward St.	19901	2	

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

City Clerk File No. Res. 12-593

Agenda No. 10.E

Approved: AUG 01 2012

TITLE:



RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO LICENSE AGREEMENTS WITH PPG INDUSTRIES, INC. TO ENTER ONTO A CITY-OWNED PROPERTY KNOWN AS 1 BERRY LANE

WHEREAS, Resolution 09-887, approved on October 28, 2009, authorized a five year License Agreement effective as of November 23, 2009 with PPG Industries, Inc., (PPG) to enter onto property owned by the City of Jersey City (City) known as Block 1006.A, Lot 2, also known as 824 Garfield Avenue for the purpose of performing environmental testing, and if required, remediation; and

WHEREAS, Resolution 09-888, approved on October 28, 2009, authorized a five year License Agreement effective as of November 23, 2009 with PPG to enter onto City-owned property known as Block 2026.1, Lot 2.A a/k/a 880 Garfield Avenue; Block 2026.1, Lot 4.A a/k/a 884 Garfield Avenue; Block 2026.1, Lot 3.B a/k/a 70 Carteret Street; Block 2026.A, Lot 3.A a/k/a 2 Dakota Street for the purpose of performing environmental testing, and if required, remediation; and

WHEREAS, Resolution 11-087, approved on February 9, 2011, amended the City's license agreements with PPG to include additional properties known as 20 Commercial Street and Block 1507, Lot 4.K for PPG to enter upon to perform environmental testing, and if required, remediation; and

WHEREAS, Resolution 11-422, approved on June 29, 2011, authorized a third amendment to the City's license agreements with PPG to include additional properties known as 136 and 144 Halladay Street that PPG desired to enter upon to perform environmental testing, and if required, remediation; and

WHEREAS, PPG desires to amend its license agreements with the City to include an additional City-owned property known as 1 Berry Lane a/k/a Block 18901, Lot 18 that PPG desires to enter upon to perform environmental testing, and if required, remediation; and

WHEREAS, PPG agrees to execute the Fourth Amendment to License Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Fourth Amendment to License Agreement attached hereto with PPG Industries, Inc.

APPROVED: [Signature] 7-24-12 APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Business Administrator Corporation Counsel

0 2 0 1 2 1 2 0

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

FOURTH AMENDMENT TO LICENSE AGREEMENT

This Fourth Amendment to the License Agreement (the "Amendment") is made as of August __, 2012, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (the "City") and PPG Industries Inc., a Pennsylvania corporation with an address at 1 PPG Place, Pittsburgh, Pennsylvania 15272.

WHEREAS, the City and PPG have entered into three License Agreements, each dated November 23, 2009, an Amendment to License Agreement dated April 2010, a Second Amendment to License Agreement dated March 14, 2011, and a Third Amendment to License Agreement dated July 2011 (collectively, the "Existing License Agreements");

WHEREAS, pursuant to the Existing License Agreements the City granted a license to PPG and its agents, employees and independent contractors (collectively, the "Licensee") permitting the Licensee to enter on, occupy, and use the following properties (including, without limitation, the interior of any structure thereon) owned by the City for the purposes of performing any and all environmental testing and, if required, remediation (the "Testing and Remedial Activities"): (i) Block 2026.1 Lots 2.A, 3.B and 4.A (commonly known, respectively, as 880 Garfield Avenue, Jersey City, New Jersey; 70 Carteret Avenue, Jersey City, New Jersey; and 884 Garfield Avenue, Jersey City, New Jersey); (ii) Block 2026.A, Lot 3.A (commonly known as 2 Dakota Street, Jersey City, New Jersey); (iii) Block 2006.A, Lot 2 (commonly known as 824 Garfield Avenue, Jersey City, New Jersey); (iv) Block 1948, Lot 6.A (commonly known as 1060 Garfield Avenue, Jersey City, New Jersey); (v) Block 1948, Lot 7.B (commonly known as 1058 Garfield Avenue, Jersey City, New Jersey); (vi) Block 1948, Lot 7.A (commonly known as 1056 Garfield Avenue, Jersey City, New Jersey); (vii) Block 1948, Lot 8.A (commonly known as 1054 Garfield Avenue, Jersey City, New Jersey); and (viii) Block 1948, Lot 4 (1068 Garfield Avenue Jersey City, New Jersey); (ix) Block 1490.1, Lot 1 (commonly known as 20 Commercial Street) and Block 1507, Lot 4.K (commonly known as "Inside Caven Point Road"); (x) Block 2030, Lot 24 (commonly known as 136 Halladay Street); and (xi) Block 2030, Lot 25 (commonly known as 144 Halladay Street) (collectively, the "Original Licensed Properties");

WHEREAS, the parties to the Existing License Agreements desire to amend each of the agreements so that it shall grant the Licensee the aforementioned license to perform the Testing and Remedial Activities on and in the following additional properties owned by the City, located in Jersey City, New Jersey and more particularly identified on the Hudson County tax map as: (i) Block 18901, Lot 18 (commonly known as 1 Berry Lane, Jersey City, New Jersey) (the "Fourth Additional Licensed Property");

NOW, THEREFORE, in consideration of the promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the Existing License Agreements in the following manner:

1. The parties hereby agree that the Fourth Additional Licensed Property shall constitute and be a part of the "Premises" (as such term is defined in the Existing License Agreements) so that, upon execution of this Amendment the parties agree that the Licensee shall have a license to perform the Testing and Remedial Activities on both the Original Licensed Properties and the Fourth Additional Licensed Property.
2. The parties hereby further agree that the terms and conditions of the Existing License Agreements shall, unless herein modified or amended, constitute the terms and conditions pursuant to which the Licensee is granted a license to perform the Testing and Remedial Activities on the Fourth Additional Licensed Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

PPG INDUSTRIES INC.

By: _____
Name:
Title:

CITY OF JERSEY CITY

By: _____
Name:
Title:

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

City Clerk File No. Res. 12-594

Agenda No. 10.F

Approved: AUG 01 2012

TITLE:



AUTHORIZING RE-FORECLOSURE BY SUMMARY PROCEEDINGS IN REM TAX SALE CERTIFICATE 235162 BLOCK 23502 LOT 1 F/K/A BLOCK 1309 LOT E.8 ALSO KNOWN AS 250 M.L KING DRIVE; IN REM 2012-2

COUNCIL OFFERED, AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson, a municipal Corporation of the State of New Jersey, that it is hereby determined that the City of Jersey City re-foreclose to clear title by Summary Proceedings on certificate 235162 block 23502 lot 1 f/k/a block 1309, lot E.8, as provided in the IN REM 116 resolution on October 27, 1999, schedule # 27 recorded in the office of the City Clerk as resolution #99-748 agenda 10.I and;

whereas FORECLOSURE ACT (1948) R.S. 54:5-104.29 et seq., and the Acts Mandatory thereof and supplemental thereto, the Tax Sale Certificate held by it, as listed on the attached Foreclosure List.

City Clerk File No. Res. 12-594

Agenda No. AUG 01 2012 10.F

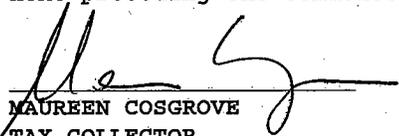
TITLE:

AUTHORIZING RE-FORECLOSURE BY SUMMARY PROCEEDINGS IN REM TAX SALE CERTIFICATE 235162 BLOCK 23502 LOT 1 F/K/A BLOCK 1309 LOT E.8 ALSO KNOWN AS 250 M.L KING DRIVE; IN REM 2012-2

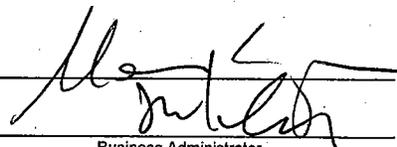
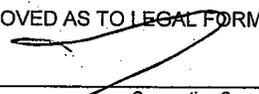
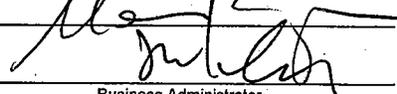
CERTIFICATE

I HEREBY CERTIFY that the above is a list of the land for which the tax sale certificate have been recorded with the Hudson County Registrar and held by the City of Jersey City, New Jersey and the lands affected by said certificate, against which foreclosure proceedings IN REM shall be instituted, together with the amount of all subsequent tax liens with interest, penalties and costs as of the date of computation, including the amounts required to redeem the said certificate, as appears on the records of the Tax Collector's office and the ownership of said lands as appears on the last tax duplicate of the City of Jersey City, New Jersey.

AND I FURTHER CERTIFY that the prescribed statutory period has expired from the date of the tax sale out of which the said certificate arose, and that the tax sale certificate and the land covered thereby are listed in the Tax Foreclosure List annexed, and that all or some portion of the general land taxes levied and assessed against the respective land covered by the above mentioned certificate has not been paid for the prescribed statutory period next preceding the commencement of this action.


MAUREEN COSGROVE
TAX COLLECTOR
CITY OF JERSEY CITY, NEW JERSEY

DATED: August 1, 2012
CITY OF JERSEY CITY, NEW JERSEY

APPROVED:  APPROVED AS TO LEGAL FORM 
APPROVED:  Business Administrator Corporation Counsel

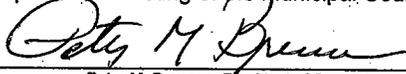
Certification Required
Not Required

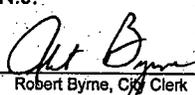
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

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

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

IN REM FORECLOSURE LIST 2012-2

Item#	Block	Lot	Location	Certificate#	Date of Sale	Recording Date	Amount of Cert.	Subsequent Charges	Total	Book/Page	Owners Name
*1	23502	1	250 M.L. King Dr.	235162	6/26/97	8/25/97	\$102,830.38	\$50413.96	\$153,244.00	6320-65	Minority Contractors & Coalition

* NOTE THE ACCOUNT WITH THE ASTERISK IS A RE-FORECLOSURE TO CLEAR TITLE ON THE PROPERTY

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

City Clerk File No. Res. 12-595

Agenda No. 10.6

Approved: AUG 01 2012

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING
56 LAIDLAW AVENUE A/K/A BLOCK 5901, LOT 22 F/K/A BLOCK 702, LOT 6**

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on May 21, 1999, Anthony and Cecilia Artificio (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the HORP Program; and

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

WHEREAS, the mortgage affects property known as 56 Laidlaw Avenue, Jersey City, also known as Lot 22, Block 5901 f/k/a Lot 6, Block 702; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Anthony and Cecilia Artificio dated May 21, 1999, in the sum of \$6,000.00 affecting 56 Laidlaw Avenue, also known as Block 5901, Lot 22 f/k/a Block 702, Lot 6.

IW/cw
7/16/12

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

0 2 0 1 2 1 1 9

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

Jersey City Law Department Memorandum

To: Council President and Members of the Municipal Council
From: Itza G. Wilson, Assistant Corporation Counsel
Subject: Requests for Discharge of Mortgages
Date: July 17, 2012

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

IGW/cw

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

City Clerk File No. Res. 12-596

Agenda No. 10.H

Approved: AUG 0 1 2012

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING
48 SPRUCE STREET A/K/A BLOCK 5401, LOT 35 F/K/A BLOCK 953, LOT 20**

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on March 8, 2004, Vito and Maria Crincoli (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$4,352.00 made under the HORP Program; and

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

WHEREAS, the mortgage affects property known as 48 Spruce Street, Jersey City, also known as Lot 35, Block 5401 f/k/a Lot 20, Block 953; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Vito and Maria Crincoli dated March 8, 2004, in the sum of \$4,352.00 affecting 48 Spruce Street, also known as Block 5401, Lot 35 f/k/a Block 953, Lot 20.

IW/cw
7/16/12

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

0 2 0 1 2 1 1 8

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

RECEIVED

Jersey City Law Department
Memorandum

2012 JUL 24 AM 9:25

CITY OF JERSEY CITY
BUSINESS ADMINISTRATION

To: Council President and Members of the Municipal Council
From: Itza G. Wilson, Assistant Corporation Counsel
Subject: Requests for Discharge of Mortgages
Date: July 17, 2012

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

IGW/cw

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

City Clerk File No. Res. 12-597

Agenda No. 10.I

Approved: AUG 01 2012

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET (WITH GREENE STREET KEPT OPEN) BEGINNING NOON AND ENDING 7:00 P.M. SATURDAY, AUGUST 18, 2012 AT THE REQUEST OF THE HUDSON PRIDE CONNECTIONS CENTER FOR THE PURPOSE OF A FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from The Hudson Pride Connections Center to close both Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 7:00 p.m., Saturday, August 18, 2012, for the purpose of a festival; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

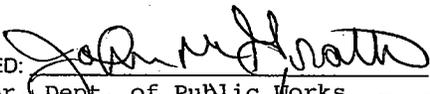
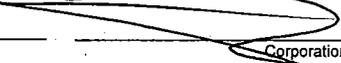
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 (B)(2)(8) and 296-73(D) be waived; and

WHEREAS, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(2)(8) and 296-73(D) and Section 122-8(A)(B) because the application for the street closure was submitted by an Organization, not a resident and the street closure exceeds one block; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8) and 296-73(D) and Section 122-B(A)(B) be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 7:00 p.m. Saturday, August 18, 2012.

APPROVED: 
Municipal Engineer

APPROVED:  APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works
APPROVED: 
Business Administrator
APPROVED: 
Corporation Counsel

CFL:pcl
(07.17.12)

Certification Required

Not Required

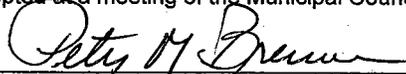
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/1/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a Municipal street(s), Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 7:00 p.m. on Saturday, August 18, 2012 at the request of the Hudson Pride Connections Center for the purpose of a festival.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Jonathan Lucas on behalf of the Hudson Pride Connections Center, 32 Jones St., JCNJ 201.963.4779

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

Authorize the closing of both Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 7:00 p.m. on Saturday, August 18, 2012

**4. Reasons (need) for the proposed program, project, et
Festival**

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

Noon, Saturday, August 18, 2012

8. Anticipated completion date:

7:00 p.m., Saturday, August 18, 2012

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

Monte Zucker, , Division of Engineering, Traffic and Transportation, Department of Public Works ex. 4469

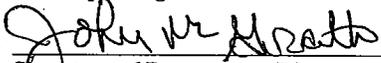
10. Additional comments:

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



Municipal Engineer

7/18/12
Date



Signature of Department Director

7/19/12
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: EXCHANGE PL &
MONTGOMERY ST from HUDSON ST to WASHINGTON ST,
with GREENE ST kept open

PURPOSE OF EVENT: festival

BEGINS: Noon

ENDS: 7PM

DATE: Saturday, August 18

APPLICANT: Jonathan Lucas

ORGANIZATION : Hudson Pride Connections Center

ADDRESS: 32 Jones St

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 201.963.4779

BEING WAIVED: more than one block at a time closed, nonresident

WASHINGTON

ST.

FEDERAL BLDG
U.S. POST OFFICE
SPECIAL DELIVERY MAIL
(MAY 28, 1974)
(100)
70

ST

PARKG

238 R.
F.P. 1974
(C.B. & R.F.)

OFF'S
HARBOR
FINANCIAL
CENTER
F.P. - 2001
(C.B. & R.F. & G.)

PARK'G
2ND TO 7TH

Jersey City Printing Co. Owners
Various Occupants
Auto Mechanics, etc. etc. etc.
Loop with in 100 ft. of 10th Street
No. 10th Street, etc. etc. etc.

OFF'S
C. & AP'S
VAC.
PARK'G.C.

PARK'G

DR.

AV.)

PARKING BELOW

10

GREENE

ST.

S OFF & C.
38
F.P. - 1991
(CONC. & GL.)
OFFICES
BLAZA

MONTGOMERY

8
BANK
N.C. - 1968.
12' C.B. BR. F. 15' 2" & 30"
8' CONC. PARCELS. 4TH
1/2" F. 2' G.
NONCOMB. CEIL'GS.
1/2" EA. FL. WITH
1/2" HOSE
EA. V.P.

(RAILROAD)

CHRISTOPHER COLUMBUS

PARKING

8

YORK

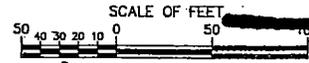
HUDSON

ST

HUDSON

ST

EXCHANGE PL



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

City Clerk File No. Res. 12-598

Agenda No. 10.J

Approved: AUG 01 2012

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET
CHRISTOPHER COLUMBUS DRIVE FROM GROVE STREET TO BARROW
STREET BEGINNING 6:00 P.M. AND ENDING 11:59 P.M. SATURDAY,
AUGUST 18, 2012 AT THE REQUEST OF THE HARD GROVE CAFÉ FOR THE
PURPOSE OF THE HUDSON PRIDE AFTER PARTY**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Hard Grove Cafe to close Christopher Columbus Drive from Grove Street to Barrow Street beginning 6:00 p.m. and ending 11:59 p.m. Saturday, August 18, 2012 for the purpose of the Hudson Pride after party; and

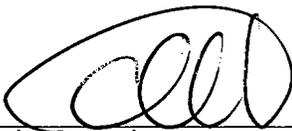
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

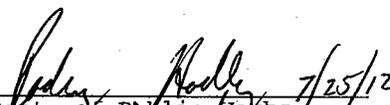
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-72 and 296-73 be waived; and

WHEREAS, the request to close Christopher Columbus Drive does not meet one or more of the requirements set forth in Section 296-72(B)(2)(8) and Section 296.73 (D) and Section 122-8(C) because the end time exceeds what is permitted; and

WHEREAS, the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-72 and 296.73 be waived; and

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Christopher Columbus Drive from Grove Street to Barrow Street beginning 6:00 p.m. and ending 11:59 p.m. Saturday, August 18, 2012.

APPROVED:  7/24/12
Municipal Engineer

APPROVED:  7/25/12 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED:  
Business Administrator Corporation Counsel

CFL:pc1
(07.24.12)

Certification Required
Not Required

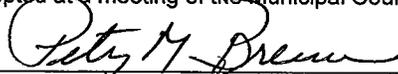
APPROVED 9-0

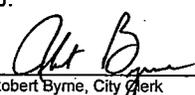
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/1/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Christopher Columbus Drive from Grove Street to Barrow Street beginning 6:00 p.m. and ending 11:59 p.m., Saturday, August 18, 2012 at the request of the Hard Grove Café for the purpose of Hudson Pride after party

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request Carmen E. Mendiola on behalf of Hard Grove Cafe, 319 Grove St, JCNJ 201.963.8849

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

Authorize the closing of Christopher Columbus Drive from Grove Street to Barrow Street beginning 6:00 p.m. and ending 11:59 p.m. Saturday, August 18, 2012

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

Hudson Pride after party

5. Anticipated benefits to the community:

Community Affair

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

No Cost to the City

7. Date proposed program or project will commence:

6:00 p.m., Saturday, August 18, 2012

8. Anticipated completion date:

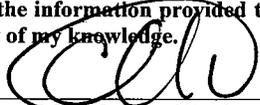
11:59 p.m., Saturday, August 18, 2012

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

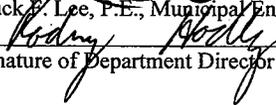
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4470

10. Additional comments:

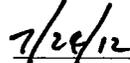
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

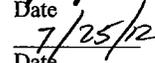


Chuck E. Lee, P.E., Municipal Engineer



Signature of Department Director



Date


Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: COLUMBUS DR from GROVE ST to BARROW ST

PURPOSE OF EVENT: Hudson Pride after party

BEGINS: 6PM

ENDS: 11:59PM

DATE: Saturday, August 18, 2012

APPLICANT: Carmen E Mendiola

ORGANIZATION : Hard Grove Cafe

ADDRESS: 319 Grove St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.963.8849

BEING WAIVED: end time

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

City Clerk File No. Res. 12-599

Agenda No. 10.K

Approved: AUG 01 2012

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), HANCOCK AVENUE FROM SOUTH STREET TO BOWERS STREET BEGINNING 9:00 A.M. THURSDAY, AUGUST 23, 2012 AND ENDING 11:59 SUNDAY, AUGUST 26, 2012 AND BEGINNING 3:00 P.M. THURSDAY, SEPTEMBER 6, 2012 AND ENDING 11:59 P.M. SUNDAY, SEPTEMBER 9, 2012 AT THE REQUEST OF ST. PAUL OF THE CROSS FOR THE PURPOSE OF A PARISH FESTIVAL

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from St. Paul of the Cross to close Hancock Avenue from South Street to Bowers Street beginning 9:00 a.m. Thursday, August 23, 2012 and ending 11:59 p.m. Sunday, August 26, 2012 and beginning 3:00 p.m. Thursday, September 6, 2012 and ending 11:59 p.m. Sunday, September 9, 2012 for the purpose of a Parish Festival; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

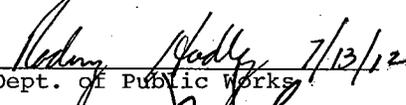
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-72 and 296-73 be waived; and

WHEREAS, the request to close Hancock Avenue does not meet one or more of the requirements set forth in Section 296-72(B)(2), 296-73(D)Section 122-8(C) as the event is being held on a weekday, the block will be closed more than twenty four continuous hours and the start and end time exceeds the time limit permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74(B) the applicant has made a request to the City Council that the aforementioned requirements set forth in 296-72 and 296-73 be waived.

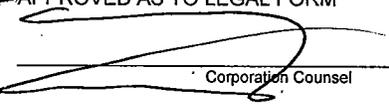
NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Hancock Avenue from South Street to Bowers Street beginning 9:00 a.m. Thursday, August 23, 2012 and ending 11:59 p.m. Sunday, August 26, 2012 and beginning 3:00 p.m. Thursday, September 6, 2012 and ending 11:59 p.m. Sunday, September 9, 2012

APPROVED:  7/13/12
Municipal Engineer

APPROVED:  7/13/12 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED: 
Business Administrator

CFL:pcl
(07.12.12)


Corporation Counsel

Certification Required

Not Required

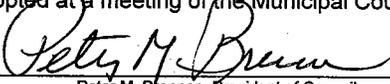
APPROVED 9-0

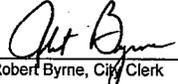
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/17/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Hancock Avenue from South Street to Bowers Street beginning 9:00 a.m. Thursday, August 23, 2012 and ending 11:59 p.m. Sunday, August 26, 2012 and beginning 3:00 p.m. Thursday, September 6, 2012 and ending 11:59 p.m. Sunday, September 9, 2012 at the request of St. Paul of the Cross for the purpose of a Parish Festival

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Rev. Luis Reyes on behalf of St. Paul of the Cross, 156 Hancock Avenue, JC 201.798.7900

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

Authorize the closing of Hancock Avenue from South Street to Bowers Street beginning 9:00 a.m. Thursday, August 23, 2012 and ending 11:59 p.m. Sunday, August 26, 2012 and beginning 3:00 p.m. Thursday, September 6, 2012 and ending 11:59 p.m. Sunday, September 9, 2012

4. Reasons (need) for the proposed program, project, et
Parish Festival

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

9:00 a.m. Thursday, August 23, 2012
3:00 p.m. Thursday, September 6, 2012

8. Anticipated completion date:

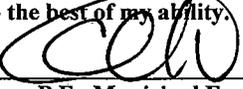
11:59 p.m. Sunday, August 26, 2012
11:59 p.m. Sunday, September 9, 2012

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

Monte Zucker, Division of Traffic and Transportation, Department of Public Works, ex. 4470

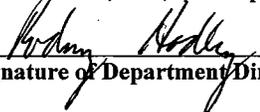
10. Additional comments:

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



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

7/13/12
Date



Signature of Department Director

7/13/12
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: HANCOCK AV from SOUTH ST to BOWERS ST

PURPOSE OF EVENT: parish festival

BEGINS: 9AM Thursday, August 23

ENDS: 11:59PM Sunday, August 26

&

BEGINS: 3PM Thursday, September 6

ENDS: 11:59PM Sunday, September 9, 2012

APPLICANT: Luis Reyes

ORGANIZATION : St Paul of the Cross

ADDRESS: 156 Hancock Av

CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 201.798.7900

BEING WAIVED: block closed more than 24 continuous hours, day of week,
end & start times

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

City Clerk File No. Res. 12-600

Agenda No. 10.L

Approved: AUG 01 2012

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WASHINGTON STREET FROM SUSSEX STREET TO GRAND STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, AUGUST 26, 2012 AT THE REQUEST OF THE CDOLC COMMITTEE FOR THE DEFENSE OF OLC CHURCH, INC. FOR THE ANNUAL POLISH FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the CDOLC Committee For The Defense of OLC Church, Inc. to close Washington Street from Sussex Street to Grand Street on Sunday, August 26, 2012 from 8:00 A.M. to 8:00 P.M., for the annual Polish festival; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72 and 296-74, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74(B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

WHEREAS, the request to close Washington Street does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), Section 296-72(B)(2)(8), 296-73(D) and Section 122-8(A)(C) as the request for the street closure was submitted by an Organization not a resident of Washington Street and the event is starting earlier than the permitted time; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74(B) and the applicant has made a request to the City Council that the aforementioned requirement set forth in Sections 296-71, 296-72, 296-73 and Section 122-8(A)(C) be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Washington Street from Sussex Street to Grand Street on Sunday, August 26, 2012 beginning at 8:00 a.m. and ending at 8:00 p.m.

APPROVED: [Signature] 7/11/12
Municipal Engineer

APPROVED: [Signature] 7/12/12 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator Corporation Counsel

CFL:pcl
(07.10.12)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WASHINGTON STREET FROM SUSSEX STREET TO GRAND STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, AUGUST 26, 2012 AT THE REQUEST OF THE CDOLC COMMITTEE FOR THE DEFENSE OF OLC CHURCH, INC. FOR THE ANNUAL POLISH FESTIVAL

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Les Sowul on behalf of CDOLC Committee for the Defense of OLC Church, Inc., PO Box 3022, Jersey City, NJ

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

Authorize the closing of Washington Street from Sussex Street to Grand Street on Sunday, August 26, 2012 beginning at 8:00 a.m. and ending at 8:00 p.m.

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

Annual Polish Festival

5. Anticipated benefits to the community:

Community Affair

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

No Cost to the City

7. Date proposed program or project will commence:

8:00 a.m., Sunday, August 26, 2012

8. Anticipated completion date:

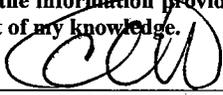
8:00 p.m. Sunday, August 26, 2012

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

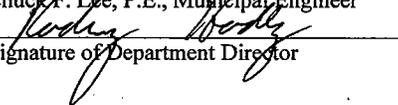
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4470

10. Additional comments:

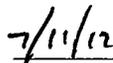
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

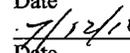


Chuck F. Lee, P.E., Municipal Engineer



Signature of Department Director



Date


Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: WASHINGTON ST, SUSSEX ST to GRAND ST

PURPOSE OF EVENT: annual Polish festival

BEGINS: 8AM

ENDS: 8PM

DATE: Sunday, August 26, 2012

APPLICANT: Les Sowul

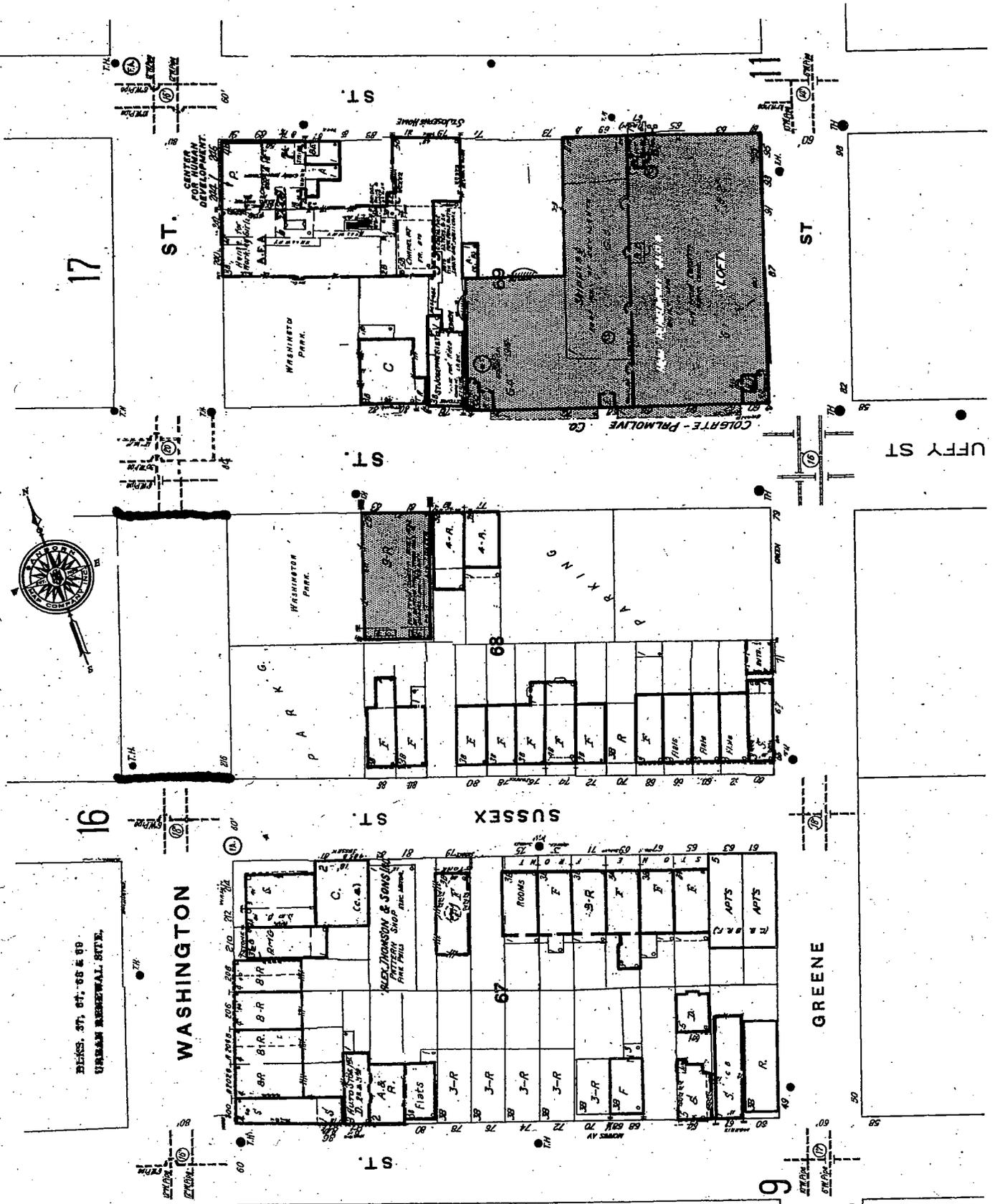
ORGANIZATION : CDOLC Committee for the Defense of OLC Church, Inc.

ADDRESS: PO Box 3022

CITY, STATE, ZIP: Jersey City NJ

PHONE #: 201.706.0100

BEING WAIVED: nonresident, start time



16

17

6

UFFLY ST

WASHINGTON

SUSSEX ST

GREENE

ST

ST

ST

ST

URBAN RESERVAL SITE, DISKS, ST, 67, 68 & 69

CENTER FOR HUMANITY, DISKS, ST, 67, 68 & 69

ALEX. THOMSON & SONS, DISKS, ST, 67, 68 & 69

COLETT-PALMOLIVE Co.

WASHINGTON PARK

WASHINGTON PARK

PARKING

APTS

APTS

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

City Clerk File No. Res. 12-601

Agenda No. 10.M

Approved: AUG 01 2012

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
WARREN STREET FROM MONTGOMERY STREET TO YORK STREET
BEGINNING NOON AND ENDING 6:00 P.M., SUNDAY, SEPTEMBER 9, 2012
AT THE REQUEST OF THE POLICE UNITY TOUR/JERSEY CITY POLICE
BIKE TOUR FOR THE PURPOSE OF A CHARITY FUND RAISER FOR THE
POLICE UNITY TOUR**

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Police Unity Tour/Jersey City Police Bike Tour to close Warren Street from Montgomery Street to York Street beginning Noon and ending 6:00 P.M. on Sunday, September 9, 2012 for the purpose of a charity fund raiser; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

WHEREAS, the request to close Warren Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8), 296-73(D) and Section 122-8(A) as the application for the street closing has been filed by a nonresident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Warren Street from Montgomery Street to York Street beginning Noon and ending 6:00 P.M. on Sunday, September 9, 2012 for a charity fund raiser.

APPROVED: *[Signature]* 7/11/12
Municipal Engineer

APPROVED: *[Signature]* 7/12/12 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED: *[Signature]*
Business Administrator Corporation Counsel

CFL:pcl
(07.10.12)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Warren Street from Montgomery Street to York Street beginning Noon and ending 6:00 p.m. on Sunday, September 9, 2012 at the request of the Police Unity Tour/Jersey City Police Bike Tour for the purpose of a charity fund raiser for the Police Unity Tour.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of James Lisi on behalf of the Police Unity Tour/Jersey City Police Bike Tour, 207 Seventh Street, JCNJ 201.232.8809

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

Authorize the closing of Warren Street from Montgomery Street to York Street from Noon to 6:00 p.m. on Sunday, September 9, 2012

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

Charity fund raiser for the Police Unity Tour

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

Noon, Sunday, September 9, 2012

8. Anticipated completion date:

6:00 p.m., Sunday, September 9, 2012

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

Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, ex. 4470

10. Additional comments:

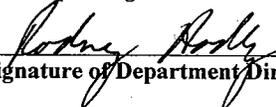
Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

7/11/12

Date



Signature of Department Director

7/12/12

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: WARREN ST from MONTGOMERY ST to YORK ST

PURPOSE OF EVENT: charity fundraiser for the Police Unity Tour

BEGINS: Noon

ENDS: 6PM

DATE: Sunday, Sept 9, 2012

APPLICANT: James Lisi

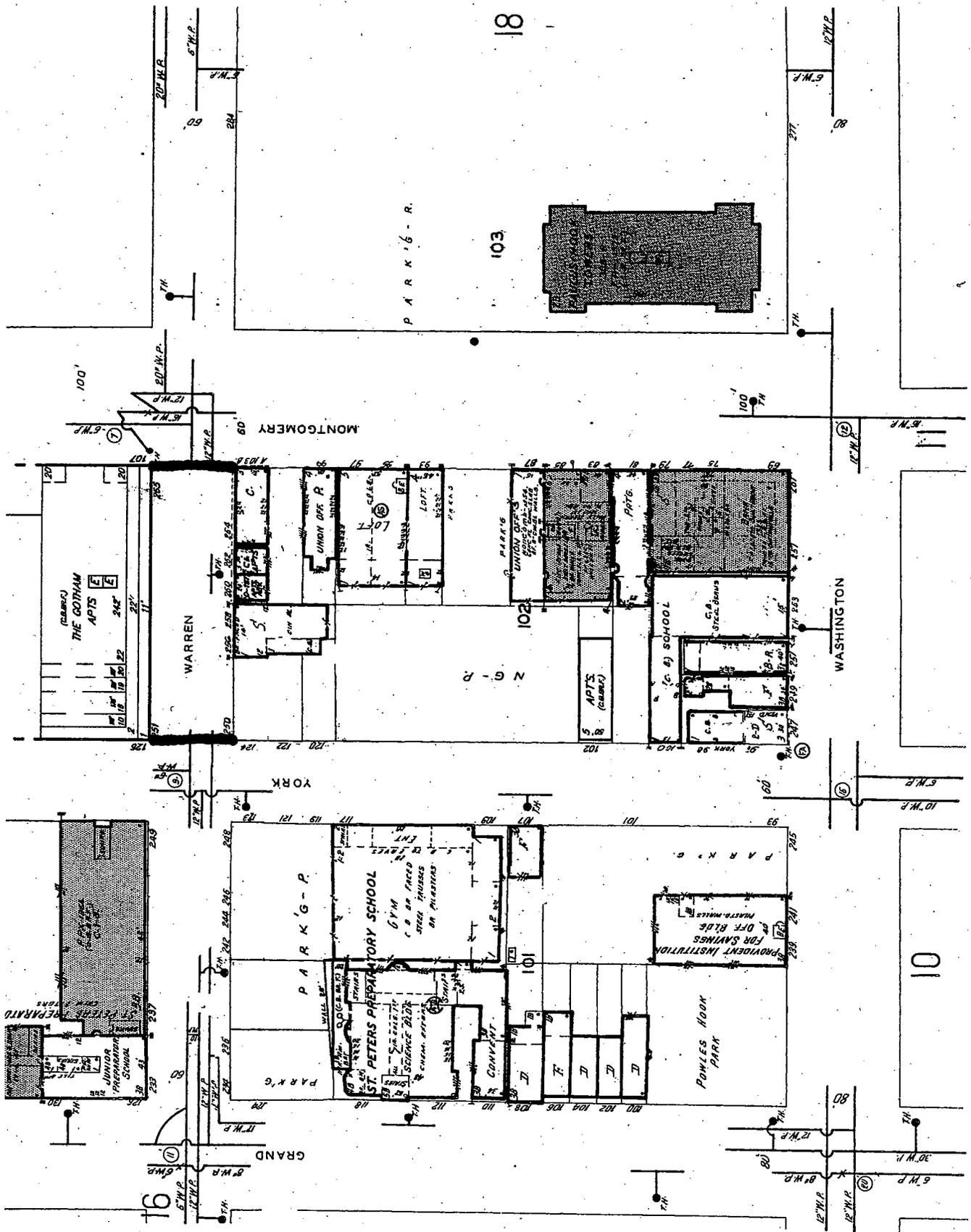
ORGANIZATION : Police Unity Tour/Jersey City Police Bike Tour

ADDRESS: 207 Seventh St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.232.8809

BEING WAIVED: nonresident



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

City Clerk File No. Res. 12-602

Agenda No. 10.N

Approved: AUG 01 2012

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), FOURTH STREET FROM NEWARK AVENUE TO MERSELES STREET BEGINNING 4:00 A.M. AND ENDING 11:59 P.M. SATURDAY, OCTOBER 13, 2012 (RAIN DATE: SUNDAY, OCTOBER 14, 2012) AT THE REQUEST OF THE 4TH STREET ARTS FOR THE PURPOSE OF THE 4TH STREET ARTS & MUSIC FESTIVAL/ARTISTS STUDIO TOUR

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the 4th Street Arts to close Fourth Street from Newark Avenue to Merseles Street beginning 4:00 a.m. and ending 11:59 p.m. Saturday, October 13, 2012, rain date: Sunday, October 14, 2012 for the purpose of an arts & music festival/Artists studio tour; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

WHEREAS, the request to close Fourth Street does not meet one or more of the requirements set forth in Sections 296-72(B)(2), 296-73(D) and Section 122-8(C) as the event will begin earlier and end later than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72 and 296-73 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Fourth Street from Newark Avenue to Merseles Street beginning 4:00 a.m. and ending 11:59 p.m. Saturday, October 13, 2012 rain date: Sunday, October 14, 2012.

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature] 7/12/12 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

CFL:pcl
(07.10.12)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/1/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

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

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Fourth Street from Newark Avenue to Merseles Street beginning 4:00 a.m. and ending 11:59 p.m. Saturday, October 13, 2012, rain date: Sunday, October 14, 2012, at the request of the Fourth Street Arts for the purpose of an art & music festival/studio tour.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Mike McNamara on behalf of the Fourth Street Arts, 371 Fourth Street, JCNJ 1.224.444.9615

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

Authorize the closing of Fourth Street from Newark Avenue to Merseles Street beginning 4:00 a.m. and ending 11:59 p.m. Saturday, October 13, 2012, rain date: Sunday, October 14, 2012

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

Art & music festival/studio tour

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

4:00 a.m., Saturday, October 13, 2012, rain date Sunday, October 14, 2012

8. Anticipated completion date:

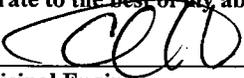
11:59 p.m., Saturday, October 13, 2012, rain date, Sunday, October 14, 2012

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

Monte Zucker, Division of Traffic and Transportation, Department of Public Works, ex. 4470

10. Additional comments:

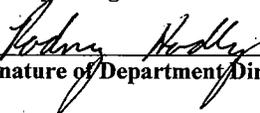
Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

7/11/12

Date



Signature of Department/Director

7/12/12

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: **FOURTH ST, NEWARK AV to MERSELES ST**

PURPOSE OF EVENT: 4th St Arts & Music Festival/Artists Studio Tour

BEGINS: **4AM**

ENDS: **11:59PM**

DATE: **Saturday, October 13 (rain date Sunday, October 14), 2012**

APPLICANT: Mike McNamara

ORGANIZATION : 4th St Arts

ADDRESS: 371 Fourth St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 224.444.9615

BEING WAIVED: start & end times

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

City Clerk File No. Res. 12-603
Agenda No. 10.0
Approved: AUG 01 2012



TITLE:

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide cooked meals for the senior nutrition program congregate sites for the Department of Health & Human Services; and

WHEREAS, on August 31, 2011 the City of Jersey City (City) approved Resolution No. 11-605 awarding Nu-Way Concessionaires, Inc. a contract in the amount of \$262,800.00 to provide cooked meals for the Department of Health & Human Services senior nutrition program congregate sites for a period of twelve (12) months effective September 1, 2011; and

WHEREAS, the City in accordance with the bidding specifications desires to exercise its option of extending the contract for an additional twelve (12) months effective **September 1, 2012 through August 31, 2013**; and

WHEREAS, funds in the amount of **Sixty Thousand (\$60,000.00) Dollars** are available in the Federal Fund Senior Nutrition Grant Account No.02-213-40-218-314; and

WHEREAS, the remaining contract funds of Two Hundred Two Thousand, Eight Hundred (\$202,800.00) Dollars will be made available in the CY 2012 Permanent Budget and CY 2013 Temporary Budgets;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said extension of a contract with Whitsons Food Service be approved and awarded to said company in the amount above, and that such a contract be drawn up and executed; and be it further

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

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

City Clerk File No. Res. 12-603

Agenda No. 10.0 AUG 01 2012

TITLE:

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

RESOLVED, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget and in the subsequent fiscal year budget; and be it further

RESOLVED, that the mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City;

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$60,000.00 are available for the payment of this resolution in the Federal Fund Department of Health & Human Services Senior Nutrition Grant account no. 02-213-40-218-314, PO# 107170.

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/17/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

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

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

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

Harry Melendez. (201) 547-6800.

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

CY 2012 Senior Congregate Sites for the Department of Health & Human Services.

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

To facilitate and assist seniors by providing nutritional meals in homes.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

Providing nutritional cooked meals to senior citizens who are in need.

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):

Federal Fund Senior Nutrition Grant Account \$202,800.00)

7. DATE PROPOSED OR PROJECT WILL COMMENCE:

August 1, 2012

8. ANTICIPATED COMPLETION DATE:

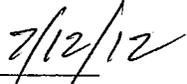
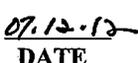
July 31, 2013

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,

Larry Eccleston (201)547-5838.

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

 _____ SIGNATURE OF DIVISION DIRECTOR	 _____ DATE
 _____ SIGNATURE OF DEPARTMENT DIRECTOR	 _____ DATE

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

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

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

Representative's Name/Title (Print): MICHAEL R. LIEBEL / GENERAL MGR

Representative's Signature: *Michael R. Liebel*

Name of Company: NU-WAY CONCESSIONAIRES INC.

Tel. No.: 201-997-4851 Date: 6/11/12

Michael Liegel General Manager Nu-Way Concessionaires, Inc. 339 - 345 Bergen Avenue Kearny, NJ 07032

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): MICHAEL R. LIEBER / GENERAL MGR.
Representative's Signature: Michael R. Lieber
Name of Company: NU-WAY CONSTRUCTION INC
Tel. No.: 201-997-4851 Date: 6/11/12

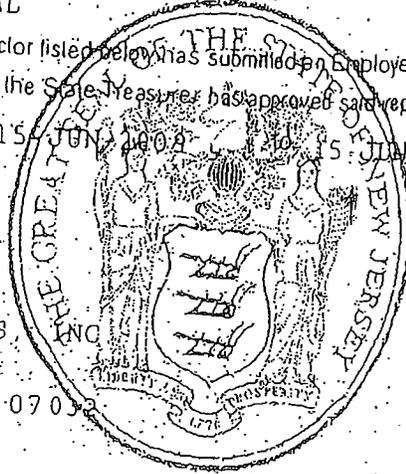
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 4766

RENEWAL

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

15 JUN 2009 to 15 JUN 2012



NU-WAY CONCESSIONARIES, INC
345 BERGEN AVENUE
KEARNY

NJ 07033



[Handwritten signature]

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: NU-WAY CONCESSIONAIRES INC.

Address: 339-345 BERGEN AV. KEARNY, N.J. 07032

Telephone No.: 201-997-4851

Contact Name: MIKE LIEBEL

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**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: NU-WAY CONCESSIONAIRES INC.
Address: 339-345 BERGEN AV, KENNY, NJ 07032.
Telephone No.: 201-997-4851
Contact Name: MIKE LIEBEL

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

Woman Business Enterprise

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

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

Non Construction Contracts

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

“New Jersey Business Registration Requirements”

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

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

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 287
TRENTON NJ 08646-0287

TAXPAYER NAME:

NU-WAY CONCESSIONAIRES, INC.

TAXPAYER IDENTIFICATION#

[REDACTED]

ADDRESS:

345 BERGEN AVE
KEARNY NJ 07030

EFFECTIVE DATE

08/20/71

TRADE NAME

SEQUENCE NUMBER

0415911

ISSUANCE DATE

10/05/04

Director

[Signature]

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

FORM-BRC(08-01)



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0415911 FOR NU-WAY CONCESSIONAIRES, INC. IS VALID.

City of Jersey City
Department of Health and Human Services
One Journal Square Plaza
Jersey City, New Jersey 07306
201 547-6800

REQUEST FOR BIDS
Senior Congregate Site Nutrition Program

The Jersey City Department of Health and Human Services (DHHS) is now accepting bids from qualified, experienced vendors with a proven, verifiable track record of success in providing meals for Senior Nutrition Programs. All bidders shall provide clear, detailed written information when responding to all aspects of the specifications outlined below, and include evidence of insurance, copies of certifications, credentials, licenses, any other document requested within these specifications.

Contract period:

Contract period is effective for one year as of the award date of this contract.

Vendor Qualifications:

Bidders will provide detailed information about the company's experience providing meals for Senior Nutrition Programs. Bidders should describe experience with Senior Nutrition Programs of like size (refer to section: Scope of Services -number of meals), or larger than the Jersey City Senior Nutrition Program. For purposes of this contract, the bidder must identify the number of Senior Nutrition Programs it currently serves in the State of New Jersey. They should include references identifying the program name, location and the name of a contact person.

Sub- Contractors:

Bidders are advised that the use of sub-contractors in the production of meals for the Jersey City Senior Nutrition Program is not permitted.

Contract Start-up:

A vendor submitting a bid for this contract must be equipped and prepared to begin delivery of meals to the Jersey City Senior Nutrition Program no later than ten (10) business days after receiving notification of "Bid Award" from the City's Purchasing Agent.

Scope of Services:

The contract will be awarded as an open-end contract. The minimum and maximum numbers of meals the vendor will be required to provide are set forth below. During the contract term, the number of meals that the vendor shall provide will be subject to change as the number of seniors participating in the program increases and decreases. As a result, the City reserves the right to increase or decrease the number of meals. However, the number of meals will remain within the range of the specified minimum and maximum numbers.

Meal Type: Freshly cooked hot meals delivered in bulk to each of nine (9) sites.

Tea & Coffee Service:

- Ground coffee for percolating.
- Instant coffee in individual packets.
- Sanka or other decaffeinated coffee in individual packets.
- Tea bags
- Disposable hot cups for serving coffee
- Sugar in individual packets,
- Non sugar sweeteners, such as Sweet N Low, Equal, or NutraSweet, in individual packets.
- Stirring sticks.
- Fresh refrigerated Milk, 2% fat. All milk must be pasteurized, grade a, and fortified with vitamins A and D.

There are currently nine (9) Congregate Nutrition Sites

The number of Congregate Sites may also increase during the contract year.

1. Berry Gardens, 92 Danforth Avenue
2. Boyd McGuinness, 2555 Kennedy Blvd.
3. Grace Senior Center, 39 Erie Street
4. Maureen Collier Senior Center, 335 Bergen Avenue
5. Ocean Towers Senior Apts., 435 Ocean Avenue
6. Joseph Connors Senior Center, 28 Paterson Street
7. Villa Borinquen (P.A.C.O.), 398 Grove Street
8. Olga Rodriguez, 358 Montgomery Street
9. Lafayette Gardens, 463 Pacific Avenue

Delivery:

The meals will be delivered daily Monday through Friday between 10:45 a.m. and 11:30 a.m. In order to ensure food safety and timely delivery of fresh cooked hot meals the vendor must be capable of completing delivery within 45 minutes from the time delivery vehicles are loaded and meals arrive at congregate sites.

Contractors will be responsible for ensuring that all hot meals and cold items are delivered at appropriate temperatures.

JCDHHS reserves the right to conduct unannounced monitoring of temperatures for both hot meals and cold items.

The sites and number of meals will be divided as follows:

Joseph Connors Senior Center: 40 - 45 meals

Boyd McGuinness Building: 20 - 25 meals

Grace Senior Center: 35 - 45 meals

Berry Gardens: 50 - 55 meals

Maureen Collier Senior Center: 35 - 45 meals

Ocean Towers: 20 - 30 meals

Villa Borinquen (P.A.C.O.) 20 -25 meals

Olga Rodriguez: 20 - 30 meals

Lafayette Living Center: 20 - 25 meals

Meal Composition: The hot meal or other appropriate meal will consist of the following:

- a. **An entrée plus two side dishes**
- b. **Fruit juice or vegetable juice:** Each meal will contain a minimum of a four (4) fl. oz. serving of frozen fruit or vegetable juice. All juices must be 100% juice with the exception of cranberry juice cocktail. Juice concentrates may be used but the final product must be comparable to the natural product.
- c. **Bread:** Each meal will contain a single serving of bread. Products must be whole grain or enriched breads. A serving is defined as one (1) slice of bread; a single biscuit, roll, muffin, four (4) cracker squares or one (1) square of cornbread
- d. **Margarine:** The product must be made from vegetable oils and be fortified with vitamin A.
- e. **Dessert:** Choices include frozen fruits, cookies, snack cakes, puddings, cobblers, cakes and similar menu items. Because crème-filled snack cakes are high in fat, no more than two (2) shall be planned for a given week. Plain cakes, fig bars, gingersnaps, graham crackers, vanilla wafers, plain cookies and fruit will be used on two (2) or more days.
- f. **Milk:** Milk (eight (8) fl. oz) will be delivered in the form of fresh refrigerated milk. Non fat dry milk will not be acceptable. Acceptable milk choices include 2% milk, 1% milk, buttermilk and chocolate low-fat milk. All milk must be pasteurized, Grade A, and fortified with vitamins A and D. Milk will be

dated with a "pull date" and will be delivered a minimum of eight (8) days prior to the date stamped on the carton. Milk will be maintained at a temperature not greater than 45°F and not less than 35°F.

Supplies:

The contractor will provide appropriate condiments and disposable accessories (paper products including plates, cups, napkins, plastic flatware etc.) for meals.

Menu Cycle:

A minimum of a 20 day cycle menu will be used. The meals will be served according to the scheduled menu unless a Holiday Program meal or special event is requested.

Contractors must include a sample menu with the bid package.

USDA Donated Commodities:

In accordance with Older Americans Act, Section 311 9b (1) – The State of New Jersey has chosen since the inception of the Nutrition Program for the Elderly, to receive cash in lieu of donated food commodities. When cash has been accepted by the State, no commodity distribution can be accepted. **Bidders are advised that, the use of donated commodities is strictly prohibited for use in the production of any meals for the Jersey City Senior Nutrition Program.**

Food Requirements:

All food and raw ingredients will be fresh, wholesome (sound condition; free from spoilage, filth or other contamination; and safe for human consumption) and of high quality (acceptable in appearance, texture and flavor). All beef, pork, turkey and chicken products must be USDA inspected for wholesomeness.

Food shall be obtained from sources that comply with all laws relating to food, food processing and food labeling. The vendor will not use dated products beyond the pull date on fresh meats and milk beyond the quality assurance date on other food products.

Food Preparation Facility: Bidders shall identify the location of the production facility where the meals for the Jersey City Senior Nutrition Program will be produced and packaged for delivery to sites. This includes the name of the facility, address, city and state. If bidders will utilize more than one facility (location) it must provide the same information for all sites, and include with the bid response a copy of the local Department of Health certification for each facility.

Access

to production kitchen and facilities:

During the course of the contract period personnel from DHHS Senior Nutrition Program, State of New Jersey Division of Senior Affairs and Nutrition and contractors

for the County of Hudson will require access to the production kitchen and facility. Bidders will agree to permit these individuals access as required and confirm same in writing with the bid response.

Nutrition/Dietary Requirements:

All menus must comply with the most recent Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and Secretary of Agriculture. Meals must also provide to each participating individual a minimum of one-third (1/3) of the daily recommended dietary allowance (RDA) for older individuals as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Menus must supply 1/3 of the RDA for the eight indicator nutrients (protein, calcium, iron, niacin, riboflavin, thiamin, vitamin A, and vitamin C).

License: Vendors submitting bids must be able to show evidence of possessing the necessary licenses from Local and State agencies. Establishments not in possession of a Wholesale Food and Cosmetic license must apply and receive the license within forty-five 45 days after award of contract. All establishments awarded contracts will be subject to sanitary health inspections, performed by State of New Jersey licensed sanitarians. Establishments bidding for this program must possess the appropriate and current license issued by the local municipal Health Department of the town/city where the production facility is located.

Bid:

The bid price (**unit cost**) will include the costs for meals, tea and coffee service, delivery, and supplies at the congregate sites.

Payment to Vendor:

The vendor will be paid on a **UNIT COST** basis. The vendor will submit an invoice with appropriate backup documentation to the Department on a monthly basis by the 5th day of the following month. Payment will be based on the number of meals delivered.

Termination of Contract: The contract may be terminated by the City of Jersey City for reasons including but not limited to the vendor not complying with program requirements, failure to competently operate the program including late or no deliveries, or other situations which are seen to create harmful or unhealthy conditions or situations for senior citizens receiving meals. In the event the performance by the vendor of the services is unsatisfactory to the City, the City agrees to notify the vendor, and the vendor agrees to within 10 days rectify the unsatisfactory condition or performance.

Should the unsatisfactory condition or performance not be rectified within 10 days of notice given, the City shall at its sole option be entitled to terminate the contract immediately upon written notice to the vendor unless rectification of such

unsatisfactory condition or performance cannot be reasonably completed within such a 10 day period and the vendor shall have commenced to rectify such unsatisfactory condition or performance within such a 10 day period and shall be diligently pursuing such cure; provided, that such unsatisfactory condition or performance shall be cured no later than 30 days after the date on which the vendor was notified thereof. Vendor is not entitled to any compensation subsequent to receiving notice of termination from the City.

Continuation of Contract:

Pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-15), the City reserves the right to extend the contract for two (2) additional terms of one (1) year. Any change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previously adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

Insurance Requirements: The bidder must include evidence of insurance coverage as follows:

Comprehensive General Liability in the amount of \$2,000,000
Workers Compensation in the statutory amount of \$100,000
Automobile Liability in the amount of \$1,000,000
Professional Liability in the amount of \$1,000,000

Vendors bidding for **FOOD and FOOD PREPARATION** must also in addition to the above insurance coverage include evidence of the following:

Products Liability
Products Completed Liability

The coverage can be for \$1,000,000 combined.

Equal Employment Opportunity/Affirmative Action Requirements:

Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27.

Contractors for goods and services, which are not subject to federally approved or sanctioned affirmative action programs shall submit to the public agency, after notification of the award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or a sanctioned affirmative action program; or
- ii. A certificate of employee information report approval, issued in accordance with N.J.S.A. 17:27-4; or
- iii. An employee information report (Form AA 302) provided by Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.S.A. 17:27-4

EEO/AA requirements for goods, services and professional contracts are at the back of the proposal. Any questions in reference to EEO/AA should be directed to the Office of Equal Opportunity/Affirmative Action, 280 Grove Street, Rm. 103, Jersey City, NJ 07302

Business Registration Certificate Requirements: Contractors are also required to comply with the requirements P.L. 2004,c.57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury.

Attachments:

1. Mandatory Business Registration Language for Non-Construction Contracts Affirmative Action Requirements Cover Page
2. Mandatory EEO Language, Exhibit A
3. Procurement and Service Contracts Language A
4. Samples of Letter of Federal Approval, Certificate of Employee Information Report and Employee Information Report – AA 302 Form
(The consultant may submit one of these documents)
5. MWBE Registration Questionnaire Form.

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

City Clerk File No. Res. 12-604
Agenda No. 10.P
Approved: AUG 01 2012



TITLE:

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide Senior Home Meals (Meals on Wheels) for the Department of Health & Human Services; and

WHEREAS, on August 31, 2011, the City of Jersey City (City) approved Resolution No. 11-602 awarding Whitsons Food Service a contract in the amount of \$1,144,800.00 to provide Senior Home Delivered Meals for the Department of Health & Human Services for a period of twelve (12) months effective September 1, 2011; and

WHEREAS, the City in accordance with the bidding specifications desires to exercise its option of extending the contract for an additional twelve (12) months effective **September 1, 2012 through August 31, 2013**; and

WHEREAS, funds in the amount of **Two Hundred Thousand (\$200,000.00) Dollars** are available in the Federal Fund Senior Nutrition Grant Account No. 02-213-40-218-314; and

WHEREAS, the remaining contract funds of **Nine Hundred Forty Four Thousand, Eight Hundred (\$944,800.00) Dollars** will be made available in the CY 2012 Permanent Budget and CY 2013 Temporary Budgets;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said extension of a contract with Whitsons Food Service be approved and awarded to said company in the amount above, and that such a contract be drawn up and executed; and be it further

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

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

TITLE:

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

RESOLVED, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget and in the subsequent fiscal year budget; and be it further

RESOLVED, that the mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City;

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$200,000.00 are available for the payment of this resolution in the Federal Fund Department of Health & Human Services Senior Nutrition Grant account no. 02-213-40-218-314, PO# 107171.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/1/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

- 1. FULL TITLE OF RESOLUTION AGREEMENT:**
RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES
- 2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**
Harry Melendez. (201) 547-6800.
- 3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**
CY 2012 Senior Home Delivered Meals (Meals on Wheels Program) for the Department of Health & Human Services.
- 4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:**
To facilitate and assist seniors by providing nutritional meals in homes.
- 5. ANTICIPATED BENEFITS TO THE COMMUNITY:**
Providing nutritional meals to senior citizens who are in need.
- 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):**
Federal Fund Senior Nutrition Grant Account \$944,800.00
- 7. DATE PROPOSED OR PROJECT WILL COMMENCE:**
August 1, 2012
- 8. ANTICIPATED COMPLETION DATE:**
July 31, 2013
- 9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,**
Larry Eccleston (201)547-5838.
- 10. Additional Comments:**

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

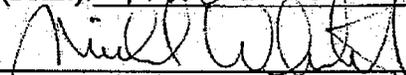
 _____ SIGNATURE OF DIVISION DIRECTOR	 _____ DATE
 _____ SIGNATURE OF DEPARTMENT DIRECTOR	07-12-12 _____ DATE

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

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

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

Representative's Name/Title (Print): Michael Whitcomb, VP

Representative's Signature: 

Name of Company: Whitson's Food Service, Bronx Corp

Tel. No.: 031-750-1403 Date: 6-12-2012

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

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

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

Representative's Name/Title (Print): Michael Whitcomb, VP

Representative's Signature: 

Name of Company: Whitsons Food Service, Bronx Corp

Tel. No.: 631-750-1400 Date: 6-12-2012

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

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

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

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

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

Representative's Name/Title Print: Michael Whitson, VP
Representative's Signature: [Signature]
Name of Company: Whitson Ford Service Branch Corp
Tel. No.: 631-750-1423 Date: 6-17-2012

Certification 29128

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2009** to **15-SEP-2012**



WHITSONS FOOD SERVICE AT L'OREAL & OSTEONICS
1800 MOTOR PARKWAY
ISLANDIA, NY 11749

Acting State Treasurer

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

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

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

Business Name: Whitson
Address: 100 Motor Parkway, Island NJ 07114
Telephone No.: 631-424-2700
Contact Name: _____

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaji 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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, N.J. 08646-0282

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:

WHITSON'S FOOD SERVICE BRONX CORPORATION

TRADE NAME:

ADDRESS:

830 BOND ST
ELIZABETH NJ 07201-1906
EFFECTIVE DATE:

01/01/04

SEQUENCE NUMBER:

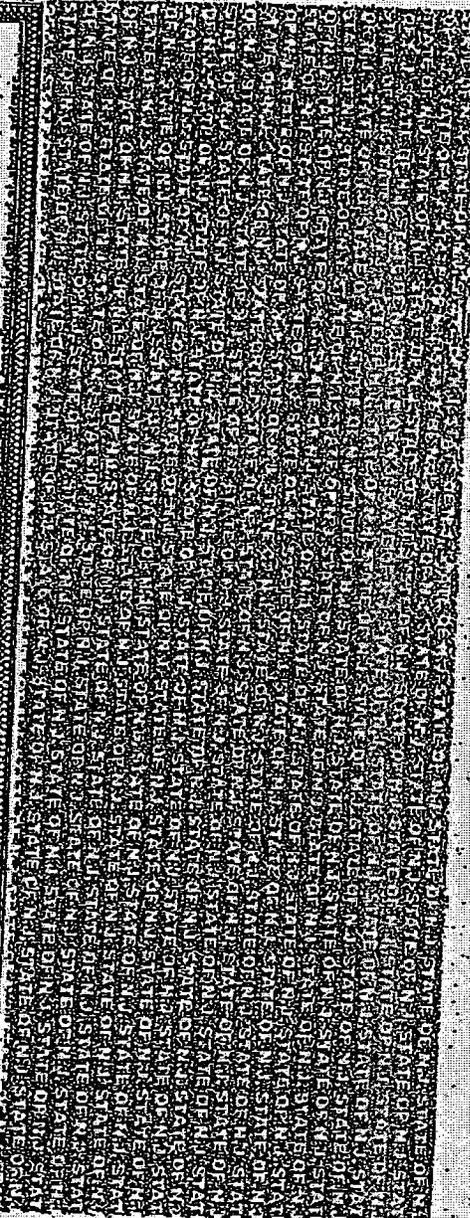
1202649

ISSUANCE DATE:

10/25/06

James J. Blum
Acting Director
New Jersey Division of Revenue

FORM REC-08-011





New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1202649 FOR WHITSONS FOOD SERVICE BRONX CORPORATION IS VALID.

City of Jersey City
Department of Health and Human Services
One Journal Square Plaza
Jersey City, New Jersey 07306
201 547-6800

REQUEST FOR BIDS
Senior Home Delivered Nutrition Program
"Meals on Wheels"

The Jersey City Department of Health and Human Services (DHHS) is now accepting bids from qualified, experienced vendors with a proven, verifiable track record of success in providing meals for Senior Citizens Nutrition Programs. All bidders shall provide clear, detailed written information when responding to all aspects of the specifications outlined below, and include copies of certifications, credentials, insurance documents, licenses or any other document requested within these specifications. (See Page 13, Respondent Checklist)

Vendor Qualifications:

Bidders will provide detailed information about the company's experience providing meals for Senior Nutrition Programs. Bidders should describe experience with Senior Nutrition Programs of like size (refer to section: Scope of Services -number of meals), or larger than the Jersey City Senior Nutrition Program. For purposes of this contract, the bidder must identify the number of Senior Nutrition Programs it currently serves in the State of New Jersey. They should include references identifying the program name, location and name of a contact person.

Sub-Contractors:

Bidders are advised that the use of sub-contractors in the production of meals for the Jersey City Senior Nutrition Program is not permitted.

Contract period:

Contract period is effective for one year as of the award date of this contract.

Bid Bond Requirements:

Any bid proposal submitted to the City that does not include an original, fully executed Bid Guarantee and Consent of Surety will be deemed non-responsive and automatically rejected by the City at the bid reception pursuant to N.J.S.A. 40A:11-23.2.

Bid Guarantee: Each proposal shall be accompanied with a Bond or Certified Check Bid for ten (10%) percent of the total amount of the bid, but not in excess of \$20,000. Bond must be from some surety company authorized to do business in the state of New Jersey.

This Certified Check, Cashier's, Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder shall execute the Contract and provide a Performance Bond in the full amount of the Contract.

The Bid Bond is offered as a guarantee, made by a surety company qualified to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute bid bonds on behalf of the surety company. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

Consent of Surety: All bidders shall submit with their bids a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the contractor with a performance bond in the amount of five hundred thousand (\$500,000.00) dollars. The successful bidder will be required to furnish a surety corporation bond in this amount.

I Insurance Requirements: The bidder must include evidence of insurance coverage as follows:

Comprehensive General Liability in the amount of \$2,000,000
Workers Compensation in the statutory amount of \$100,000
Automobile Liability in the amount of \$1,000,000
Professional Liability in the amount of \$1,000,000

Vendors bidding for **FOOD and FOOD PREPARATION** must also in addition to the above insurance coverage include evidence of the following:

Products Liability
Products Completed Liability

The coverage can be for \$1,000,000 combined.

Contract Start-up:

A vendor submitting a bid for this contract must be equipped and prepared to begin delivery of meals to the Jersey City Senior Nutrition Program no later than ten (10) business days after receiving notification of "Bid Award" from the City's Purchasing Agent.

Scope of Services:

The contract will be awarded as an open-end contract. *The vendor will deliver a minimum of 4,250 meals and a maximum of 5,500 meals on a weekly basis.* During the contract term, the number of meals that the vendor shall provide will be subject to change as the number of seniors participating in the program increases and decreases. As a result, the City reserves the right to increase or decrease the number of meals. However, the number of meals will remain within the range of the specified minimum and maximum numbers.

Unit Cost:

The bidder will provide ONE UNIT PRICE for a complete meal regardless of how DHHS requests meals be bundled prior to delivery. There shall be no cost difference between the delivery of meals in a five (5) pack or a (2) pack. Bids received containing more than ONE UNIT PRICE shall be rejected.

USDA Donated Commodities:

In accordance with Older Americans Act, Section 311 9b (1) – The State of New Jersey has chosen since the inception of the Nutrition Program for the Elderly, to receive cash in lieu of donated food commodities. When cash has been accepted by the State, no commodity distribution can be accepted. **Bidders are advised that, the use of donated commodities is strictly prohibited for use in the production of any meals for the Jersey City Senior Nutrition Program.**

Number of Meals per Week:

The vendor will deliver a minimum of 4,250 meals and a maximum of 5,500 meals on a weekly basis in deliveries as requested by DHHS.

Bundling and Delivery:

Bundling and delivery of meals shall be done in accordance with DHHS specifications. DHHS reserves the right to have meals packaged and delivered with the specified number of meals bundled within the container (plastic bag, box) used by the vendor.

1. The vendor will deliver meals on Mondays, Wednesdays and Fridays.
2. The vendor shall deliver meals between 6:00 a.m. and 6:30 a.m. on the appointed days.

3. Meals delivered on Mondays and Wednesdays shall be packaged (bundled) 5 meals in each bag or box.
4. The number of meals to be delivered on Mondays and Wednesdays shall range between 2000 and 2500 meals.
5. The vendor will deliver between 250 and 500 meals on Fridays.
6. Meals delivered on Fridays shall be packaged (bundled) 2 meals in each bag or box.
7. This schedule is based on a normal 5 day business week. When Holidays fall within a specific week or appointed delivery day, DHHS will inform the vendor in advance of an alternate schedule of delivery. DHHS will notify the vendor of changes to the normal delivery schedule within 5 days of the proposed change.

Meal Type:

Blast Frozen

Sample Meals:

Bidder is required to include with the bid package three (3) complete frozen meals. The meal samples should include different menus (chicken, beef, pork, vegetarian entrees & side dishes), which represent the range of the type of meals the bidder has indicated on the sample menu submitted with the bid, and will produce for the program if awarded the contract.

Meals will be heated, tasted and scored by an independent panel of individuals not associated with the Jersey City Senior Nutrition Program.

A uniform rating system consisting of one (1) to five (5) stars will be utilized.

The meals will be rated as follows: (1) Packaging – type of tray, labeling, easiness to open and rethermalize (2) Appearance and frozen state prior to rethermalizing (3) Size of Portion (4) Appearance and color after rethermalization (5) Taste and aroma.

Processing Requirements for Frozen Meals:

Written procedures for preparing and processing frozen home-delivered meals, based on local, State and Federal standards, must be on site and readily available in the food processing establishment where the frozen home-delivered meals are prepared and processed. *Copies of the written procedures must be included with bidder's response.*

1. **Heat Processing Requirements:** All foods will be cooked to the degree necessary to ensure that the rethermalization process will yield a ready-to-eat meal that is palatable. All precooking must be long enough to destroy pathogenic bacteria likely to be found in protein foods. *Bidder should include a written description outlining how food is produced (cooked) to ensure a ready-to-eat palatable meal.*
2. **Freezing Requirements:** The frozen home delivered meals must be quick frozen, in a blast freezer. The time period in the 190°F to 45°F cool down cannot exceed one (1) hour. Meals must be stored at 0°F or lower. *The bidder must include a written description in the bid describing the method utilized in freezing and storing meals. Frozen meals cannot exceed or be held in the freezer for more than two weeks prior to delivery to the Jersey City Senior Nutrition Program.*

Food Requirements:

All food and raw ingredients will be fresh, wholesome (sound condition; free from spoilage, filth or other contamination; and safe for human consumption) and of high quality (acceptable in appearance, texture and flavor). All beef, pork, turkey and chicken products must be USDA inspected for wholesomeness.

Food shall be obtained from sources that comply with all laws relating to food, food processing and food labeling. The vendor will not use dated products beyond the pull date on fresh meats and milk beyond the quality assurance date on other food products.

Food Processing Establishment: Bidders shall identify the location of the production facility where the meals for the Jersey City Senior Nutrition Program will be produced, blast frozen and stored. This includes the name of the facility, address, city and state. If bidders will utilize more than one facility (location) it must provide the same information for all sites, and include with the bid response a copy of the local Department of Health certification for each facility.

Food Processing Establishment Conditions:

The food processing establishment must be under continuous USDA inspection.

Frozen meals must be produced in a climate controlled, food processing establishment approved to process and package frozen meals *under continuous USDA inspection*. The distribution channel used to transport frozen meals from the processing plant to the production units must be able to deliver meals in a reliable, timely manner, and in a solid frozen state. *Bidders must provide a written description with their response outlining how the facility's distribution channel operates.*

Access to production kitchen and facilities:

During the course of the contract period personnel from DHHS Senior Nutrition Program, State of New Jersey Division of Senior Affairs and Nutrition contractors for the County of Hudson will require access to the production kitchen and facility. Bidders will agree to permit these individuals access as required and confirm same in writing with the bid response.

Distance of production facility:

Production facilities must be located within a 60 mile radius of Jersey City to allow convenient monitoring by DHHS and other agencies.

Distribution Facility:

Bidders shall state in writing if meals produced at the production facility will be shipped to a central distribution center for storage and delivery to programs.

It is required that bidders identify any facility where frozen meals may shipped to for storage when different from the actual preparation facility.

1. **Certification:** The food processing plant must have conspicuously posted a current food service permit from the state in which the food plant is operating.
2. **The bidder will include a copy of such permit with their response.**
3. **Personnel:** Frozen meal product lines (menus) must be developed with the guidance of a Registered Dietician. *Bidders shall include with their response a copy of the Registered Dieticians credentials and certifications.*
The plant supervisor must, by virtue of academic training or extensive food production experience, be knowledgeable in food processing and technology.
All food handlers must be trained in the minimum sanitation standards (GMPs) and receive regular, documented in-services on proper food handling and sanitation procedures.

Bidders shall provide written confirmation of the plant supervisor's academic training and/or extensive experience in the food processing and technology industry, and provide in writing the manner and schedule for training food handlers at the production facility.

Menus: Menus will be planned in accordance with all rules and regulations pertaining to the Nutrition Program for the Elderly. All menu items must be items that will be of acceptable quality when frozen, thawed and rethermalized (if heating is appropriate to the product).

Approval of all menus and any menu modifications rests solely with the Jersey City Department of Health and Human Services, Senior Nutrition Program, which reserves the right to approve and monitor all menus. Vendor must be equipped and prepared to make modifications to any menu as requested by DHHS within 72 hours of receiving the request.

ALL MENUS MUST MEET THE 1/3 REQUIRED DAILY ALLOWANCE (RDA) OF THE UNITED STATES DEPARTMENT OF AGRICULTURE

Menus not meeting 1/3 RDA, USDA Standard will be considered non-responsive.

Menu Cycle:

A minimum four (4) week cycle menu having seven (7) menus per week will be used. There will be at least twenty-eight (28) different entrée/side dish combinations in each menu cycle. Menu plans for frozen meals 5 packs and 2 packs will be based on the seven (7) meals per week menu plan.

Vendor will include a sample menu with the bid package:

Menus submitted with bid response will be reviewed for RDA Standards by dieticians employed at DHHS.

Meal Composition:

Individual meals will consist of a food item mix that will include at minimum the following components: (1.) a *frozen* entrée plus two side dishes (2.) fruit juice or vegetable juice (3.) bread (4.) margarine (5.) dessert (6.) milk- delivered in fresh, refrigerated form.

**Fruit punch may not be substituted for juice. Fruit punch is not to be utilized as part of meals for the Jersey City Senior Nutrition Program. (see section below)*

Entrée: A minimum of fourteen (14) grams of protein shall be provided by the entrée. Use of high fat, high sodium sausages and high sodium ham is to be minimized (no more than one time per week).

Side Dishes: Each *frozen* meal tray will contain at least two (2) side dishes. Serving size will be ½ cup each. One (1) side dish will be a vegetable. The other dish may be another vegetable, a fruit, pasta, rice or stuffing.

Fruit or Vegetable Juice:

Each meal will contain a minimum of a four (4) fl. oz. serving of frozen fruit or vegetable juice. All juices must be 100% juice.

Bread:

Each meal will contain a single serving of bread. Products must be whole grain or enriched breads. A serving is defined as one (1) slice of bread; a single biscuit, roll, muffin, four (4) cracker squares or one (1) square of cornbread.

Margarine:

Each meal will contain one (1) individual serving of margarine. The product must be made from vegetable oils and be fortified with vitamin A.

Dessert:

Each meal will contain a dessert item. Choices include frozen fruits, cookies, snack cakes, puddings, cobblers, cakes and similar menu items. Because crème-filled snack cakes are high in fat, no more than two (2) shall be planned for a given week. Plain cakes, fig bars, gingersnaps, graham crackers, vanilla wafers, plain cookies and fruit will be used on two (2) or more days.

Milk:

Each meal will contain eight (8) fl. oz. of milk. Milk will be delivered in the form of fresh refrigerated milk. Non fat dry milk will not be acceptable. Acceptable milk choices include 2% milk, 1% milk, buttermilk and chocolate low-fat milk. All milk must be pasteurized, Grade A, and fortified with vitamins A and D. Milk will be dated with a "pull date" and will be delivered a minimum of eight (8) days prior to the date stamped on the carton. Milk will be maintained at a temperature not greater than 45°F and not less than 35°F.

Product Approval:

Approval of all food products used in the menus rests solely with the Jersey City Department of Health and Human Services, Senior Nutrition Program. Client feedback on product quality will be solicited and utilized when making these decisions. Bidder must be equipped and prepared to make changes to menu items as requested by DHHS within 72 hours of the request.

Menu Substitution Policy:

Vendor substitutions in the menu are to be made only in case of emergency. Price increases for meal components will not justify changes. Menu substitutions will be acceptable if : (a) needed food items are not available from supplier (b) changes in product formulations for processed foods result in nonconformance with bid specifications (c) food item is not amenable to production requirements or (d) there is documented evidence of extensive consumer dissatisfaction with product quality.

In any of these events, a substitution from the same food category may be made, at no increase in the price of the meal. The Jersey City Department of Health and Human Services, Senior Nutrition Program must be notified in writing of substitutions a minimum of three (3) work days prior to the scheduled meal delivery.

If a substitution, or a failure to substitute, results in meals containing less than the minimum nutrient requirement, the meals will be disallowed and the vendor not paid for them.

Food Processing Establishment: Frozen meals must be produced in a climate controlled, food processing establishment approved to process and package frozen meals. The plant must be authorized to process frozen meals and distribute the products.

The food processing establishment must be under continuous USDA inspection.

The production facility must be USDA inspected. The distribution channel used to transport frozen meals from the processing plant to the production units must be able to deliver meals in a reliable, timely manner, and in a solid frozen state.

Certification: The food processing plant must have conspicuously posted a current food service permit. Representatives from the City of Jersey City shall be allowed to visit and monitor operations periodically.

Packaging and Labeling Requirements: Frozen meals will be packaged and individually labeled as set forth in Section 2 below:

1. **Packaging requirements for Individual Meal Trays:** Entrees and two side dishes will be packaged as single meal units in a tray that is suitable for

rethermalization in a microwave or convection oven at temperatures up to 400°F.

2. The container must be sealable, constructed of moisture and vapor proof packaging materials and resistant to cracking and breaking during frozen storage or transport. The integrity of the package seal must be maintained throughout the delivery system.

3. **Label Requirements for Individual Meal Trays:** The labels on the *individual* frozen meal trays must, at a minimum, contain the following information:
 - a. date it was packaged or a quality assurance date
 - b. list of items in the meal tray
 - c. storage instructions
 - d. instructions for safely thawing and re-heating food items in both microwave and a conventional oven
 - e. list of ingredients in decreasing order by amounts- this may be provided in a package insert.

Label Requirements for Juices, Puddings, Fruits, etc.: The package label for frozen juices, frozen puddings, and frozen fruits will state that these items must be kept frozen or refrigerated.

Stock Storage and Rotation:

Frozen items will be stored in a freezer with a temperature of 0° Fahrenheit or less. The vendor will routinely monitor the temperature of the freezers, log the temperatures and maintain logs on file for inspection. Meals shall be stored to ensure that contents will remain intact without denting, crushing, etc. The vendor will have an established procedure for identifying the date items are manufactured. Stock shall be rotated on a first in-first out basis.

Meals must remain in a solid frozen state during storage and transport. *Frozen meals cannot exceed or be held in the freezer for more than two weeks prior to delivery to the Jersey City Senior Nutrition Program.*

Meal Count:

The actual number of meals to be provided for the Home Delivered Program will be based on needs, as determined by the DHHS, Office of Senior Affairs, Senior Nutrition Program.

Delivery:

Vehicles used to transport frozen meals must be equipped to maintain appropriate temperatures, and meals must not show evidence of thawing during transit.

The vendor will deliver the ordered number of frozen meals to the specified delivery point, which is currently the Jersey City D.P.W. compound at Route 440 south and Culver Ave. (off the Irving Heir Circle).

However, it is possible that the location will be changed to a new location during the term of the contract and will require the vendor to deliver meals to another central location in Jersey City.

All meal components for any given delivery point will be delivered in a single delivery.

Partial deliveries or split deliveries will be unacceptable unless specifically authorized by the Jersey City Department of Health and Human Services, Senior Nutrition Program. Meals will be rejected at the point of delivery if the meals are thawed, have torn packages, broken trays or broken seals; show evidence of freeze thawing; or have a packaging date earlier than six (6) months previous.

Emergency Procedures:

The vendor must be able to anticipate possible problems which may impact his ability to deliver meals as scheduled. The vendor and the JCDHHS, Senior Nutrition Program will work together to solve problems that may arise in emergency situations. It is imperative that all involved parties be alerted to problems and kept informed of possible developing emergency situations.

Emergency Due to Vendor Problems:

The vendor shall provide a written contingency plan, acceptable to JCDHHS, Senior Nutrition Program, for delivering meals in emergency situations, which must be included with vendor's response to bid. Such procedures will be implemented in the event of non-delivery or late delivery of frozen meals; meals being received in an unacceptable condition; freezer malfunction or power outage at the production site; severe weather, damage or destruction to production site by weather, fire or flood; labor dispute or lack of staff; vehicle breakdown, accident or other malfunction of delivery equipment.

If non-delivery of meals is anticipated for any of these reasons, the vendor will notify the JCDHHS, Senior Nutrition Program by 12:00 a.m. of the scheduled delivery date. The vendor will be provided with telephone numbers and the names of the persons to contact in the case of such emergencies.

If delaying the delivery time will not unduly inconvenience the personnel/participants scheduled to receive meals and the vendor can reasonably expect to fill the order within a short time, this is the preferred course of action. JCDHHS, Senior Nutrition Program will make the final decision with respect to accepting a delayed delivery schedule.

Payment to Vendor:

The vendor will be paid on a UNIT COST basis. The vendor will submit an invoice with appropriate backup documentation to the Department on a monthly basis by the 5th day of the following month. Payment will be based on the number of meals delivered.

Termination of Contract: The contract may be terminated by the City of Jersey City for reasons including but not limited to the vendor not complying with program requirements, failure to competently operate the program including late or no deliveries, or other situations which are seen to create harmful or unhealthy conditions

or situations for senior citizens receiving meals. In the event the performance by the vendor of the services is unsatisfactory to the City, the City agrees to notify the vendor, and the vendor agrees to within 10 days rectify the unsatisfactory condition or performance.

Should the unsatisfactory condition or performance not be rectified within 10 days of notice given, the City shall at its sole option be entitled to terminate the contract immediately upon written notice to the vendor unless rectification of such unsatisfactory condition or performance cannot be reasonably completed within such a 10 day period and the vendor shall have commenced to rectify such unsatisfactory condition or performance within such a 10 day period and shall be diligently pursuing such cure; provided, that such unsatisfactory condition or performance shall be cured no later than 30 days after the date on which the vendor was notified thereof.

Vendor is not entitled to any compensation subsequent to receiving notice of termination from the City.

Renewal of Contract:

Pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-15), the City reserves the right to renew the contract for two (2) additional (12) month terms. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

Notice to bidders:

All questions regarding the DHHS Senior Nutrition Program Specifications must be submitted in writing to:

Mr. Peter Folgado

Purchasing Officer

City of Jersey City of Jersey City Division of Purchasing

One Journal Square Plaza

Jersey City, New Jersey 07306

e-mail: Peter@JCNJ.Org

201-547-4896

Responses to inquiries will be made available to all bidders.

Equal Employment Opportunity/Affirmative Action Requirements:

Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27.

Contractors for goods and services, which are not subject to federally approved or sanctioned affirmative action programs shall submit to the public agency, after notification of the award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or a sanctioned affirmative action program; or
- ii. A certificate of employee information report approval, issued in accordance with N.J.S.A. 17:27-4; or
- iii. An employee information report (Form AA 302) provided by Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.S.A. 17:27-4

EEO/AA requirements for goods, services and professional contracts are at the back of the proposal. Any questions in reference to EEO/AA should be directed to the Office of Equal Opportunity/Affirmative Action, 280 Grove Street, Rm. 103, Jersey City, NJ 07302

Business Registration Certificate Requirements: Contractors are also required to comply with the requirements P.L. 2004,c.57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury.

Attachments:

1. Mandatory Business Registration Language for Non-Construction Contracts Affirmative Action Requirements Cover Page
2. Mandatory EEO Language, Exhibit A
3. Procurement and Service Contracts Language A
4. Samples of Letter of Federal Approval, Certificate of Employee Information Report and Employee Information Report – AA 302 Form
(The consultant may submit one of these documents)
5. MWBE Registration Questionnaire Form.

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

City Clerk File No. Res. 12-605

Agenda No. 10.Q

Approved: AUG 01 2012

TITLE:



RESOLUTION AWARDING A CONTRACT TO FOLEY POWER SYSTEMS FOR REMOVING AND INSTALLING A HALE PUMP ON THE FIRE BOAT FOR THE DEPARTMENT OF FIRE AND EMERGENCY SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Fire and Emergency Services is in need of a Hale Pump for their Fire and Emergency Services Boat; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited (3) three quotes and were able to obtain two (2) proposals, with the lowest responsible being that from Foley Power Systems, 855 Centennial Avenue, Piscataway, New Jersey 08854 in the total amount of **Thirty One Thousand, Eight Hundred Seventy Nine Dollars (\$31,879.00)**; and

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

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

WHEREAS, the Director of Fire and Emergency Services has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

WHEREAS, funds in the amount of \$31,879.00 are available in the **Fire Department Trust/Reserve Fund Account**; and

Account	PO #	Total Contract
17-289-56-000-002	107143	\$31,879.00

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

- 1) The Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with Foley Power Systems to provide hale pump for the fire boat for a total contract amount not to exceed \$31,879.00;

(Continued on page 2)

TITLE:

RESOLUTION AWARDING A CONTRACT TO FOLEY POWER SYSTEMS FOR REMOVING AND INSTALLING A HALE PUMP ON THE FIRE BOAT FOR THE DEPARTMENT OF FIRE AND EMERGENCY SERVICES

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$31,879.00 are available in the **Fire Department Trust/Reserve Fund Account** for payment of this resolution.

Account	PO #	Total Contract
17-289-56-000-002	107143	\$31,879.00

Peter Folgado
 Peter Folgado,
 Director of Purchasing, QPA,RPPO

Donna Mauer
 Donna Mauer,
 Chief Financial Officer

PF/pv
7/12/12

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk



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

PURCHASE ORDER NUMBER
107143

THIS NUMBER MUST APPEAR ON ALL INVOICES
 CORRESPONDENCE ENVELOPES PAPERS AND
 CHECKS

PURCHASE ORDER & VOUCHER

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

REQUISITION # 0158413
BUYER P2PRESO

DATE **VENDOR NO.**
07/10/2012 **FO212634**

VENDOR INFORMATION

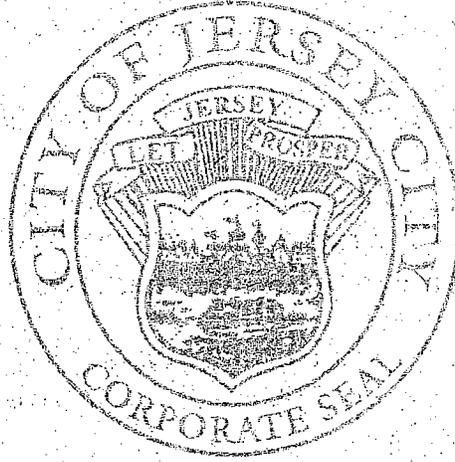
FOLEY POWER SYSTEMS
855 CENTENNIAL AVENUE

PISCATAWAY NJ 08854

DELIVER TO

FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	HALE FIRE PUMP REPLACE WITH NEW 80FCG MODEL PUMP \$27,450.00 FITTINGS INSTALLATION LABOR FREIGHT \$4429.00 QUOTE BY JASON	17-289-56-000-002	31,879.0000	31,879.00



TAX EXEMPTION NO. 22-6002013

PO Total 31,879.00

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 of other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

7/13/12

APPROVED BY ACCOUNTS & CONTROL

DATE

Original Copy

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

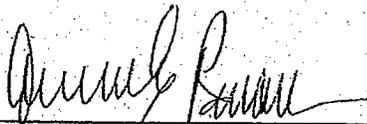
DETERMINATION OF VALUE CERTIFICATION

I, Armando Roman, of full age, hereby certify the following:

1. I am the Director of the Fire and Emergency Services.
2. The City needs to replace the hale pump on the fire boat.
3. The City informally solicited quotations for these services.
4. The administration's recommendation is to award a contract to Foley, Incorporated.
5. The cost of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

7/12/12

Date



Armando Roman, Director
Fire and Emergency Services



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062140 FOR FOLEY, INCORPORATED IS VALID.

QUOTATION ANALYSIS SHEET

DATE	7/5/2012		VENDOR NAME		campbell		foley		biltone	
REQ. NO.	R0158413				supply					
DIV/DEPT	fire									
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	
1	hale fire pump replacement		EA		\$0.00		\$0.00		\$0.00	
2	parts and labor for sea ark		EA		\$0.00		\$0.00		\$0.00	
3	sama 1654		EA		\$0.00		\$0.00		\$0.00	
4	pump	1	EA	\$30,625.00	\$30,625.00	\$27,450.00	\$27,450.00	\$0.00	\$0.00	
5	labor freight etc	1	EA	\$4,415.00	\$4,415.00	\$4,429.00	\$4,429.00	\$0.00	\$0.00	
6			EA		\$0.00		\$0.00		\$0.00	
7	waited weeks for absolute		EA		\$0.00		\$0.00		\$0.00	
8	fire a hale dealer to give		EA		\$0.00		\$0.00		\$0.00	
9	a quote		dz		\$0.00		\$0.00		\$0.00	
10			dz		\$0.00		\$0.00		\$0.00	
11			EA		\$0.00		\$0.00		\$0.00	
12			EA		\$0.00		\$0.00		\$0.00	
13			EA		\$0.00		\$0.00		\$0.00	
14			EA		\$0.00		\$0.00		\$0.00	
15			EA		\$0.00		\$0.00		\$0.00	
				SUB-TOTAL		\$35,040.00		\$31,879.00		
				SHIPPING/HANDLING		\$0.00		\$0.00		
				TOTAL		\$35,040.00		\$31,879.00		

CAMPBELL Supply Company

Corporate Headquarters
145 Talmadge Road
Suite B
Edison, NJ 08817
P:(732)287-8884 F:
(732)287-2545

South Plainfield, NJ
Parts & Service
110 Sylvania Place
South Plainfield, NJ 07080
P:(732)287-8884 F:
F:(908)791-3100

Newark, NJ
Parts & Service
299 Roanoke Ave.
Newark, NJ 07105
P:(973)589-2877
F:(973)589-5159

Muncy, PA
Parts, Sales & Service
85 Griffith Road
Muncy, PA 17756
P:(570)546-2452
F:(570)546-4984

Newburgh, NY
Parts, Sales & Service
24 Windsor Hwy.
New Windsor, NY 12553
P:(845)565-7700
F:(845)565-7760

10210

V.I.N. NO VIN FIRE BOAT

JERSEY CITY CITY OF
DPW DIV.
575 ROUTE 440
JERSEY CITY NJ 07305

Make SEA ARK Unit Id 102440
Model SAMA 1654
Year 2006

Estimate

E012000020

Date

Contact CAPT DENNIS WHELAN Customer: JERSEY CITY FIRE DEPT- MARIN
Customer Phone: 732-546-8255 DJHD1@CO Fleet #: JOSEPH LOVERO

Date	Time	Order #	Date	Time	Bill #	Term	Water	Reference
5/3/2012	4:44:45PM	1	5/3/12	4:44 pm	1	SC	30	49 ESTIMATE
Body Serial #	Loader Serial #	Engine Hrs	Actual Hrs	Pump Hrs	Generator Hrs			
4316-V DAUNTLESS		3156						

Job#1 FPR

FIRE PUMP REPAIR

Condition

FIRE PUMP REPAIR--REPLACE EXISTING FIRE PUMP ASSEMBLY WITH COMPLETE NEW UNIT.

Cause

PUMP ASSEMBLY DAMAGED BY SALT WATER INTRUSION

Correction

REMOVE DECKING TO GAIN ACCESS TO FIRE PUMP ASSEMBLY. REMOVE ALL ASSOCIATED PLUMBING. REMOVE THE FIRE PUMP ASSEMBLY FROM THE UNIT. CLEAN UP ALL MATTING SURFACES. INSPECT NON-PUMP RELATED COMPONENTS FOR DAMAGE OR WEAR. PREP NEW PUMP ASSEMBLY FOR INSTALLATION. INSTALL NEW COMPLETE PUMP ASSEMBLY. MAKE ALL NECESSARY CONNECTIONS. FILL PUMP TRANSMISSION TO CORRECT FLUID LEVEL. PERFORM OPERATIONAL CHECK OF FIRE PUMP TO CONFIRM REPAIR. PLEASE NOTE: IF BOAT IS NOT OPERATIONAL AT TIME OF PUMP INSTALL WE WILL MAKE ARRANGEMENTS TO COME BACK TO OPERATE THE PUMP TO CONFIRM CORRECT OPERATION. THE COST OF THIS RETURN VISIT IS INCLUDED IN THE ESTIMATE.

PLEASE NOTE: WE HAVE BEEN ADVISED BY THE FIRE PUMP MANUFACTURER THAT THERE WILL BE A 12 WEEK LEAD TIME FOR THE NEW FIRE PUMP ASSEMBLY.

PLEASE NOTE: THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS AND LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES.

DIAGNOSTIC WORK HAS BEEN PERFORMED TO DETERMINE THE CAUSE OF THE REPAIRS NEEDED AND ARE INCORPORATED INTO THE REPAIR PRICES. IN THE EVENT THE REPAIRS ARE NOT AUTHORIZED, DIAGNOSTIC CHARGES MAY APPLY.

Qty	Item	Description	Price	Extended
35.00	LABOR	LABOR	109.00	3,815.00
1.00	012H/501-4130-16-0	80FC3G-M17B HALE PUMP	30,625.00	30,625.00
1.00	SUPPLY	MISC HARDWARE	250.00	250.00
1.00	FRT	FREIGHT	350.00	350.00
Labor Subtotal:		3,815.00	Parts/Other Subtotal:	31,225.00
			Operation Subtotal	35,040.00

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F:(845)565-7760

10210

V.I.N NO VIN FIRE BOAT

JERSEY CITY CITY OF
DPW DIV.
575 ROUTE 440
JERSEY CITY NJ 07305

Make SEA ARK Unit Id 102440
Model SAMA 1654
Year 2006

Estimate

E012000020

Date

Contact CAPT DENNIS WHELAN

Customer:

JERSEY CITY FIRE DEPT- MARIN

Customer Phone: 732-546-8255 DJHD1@CO

Fleet #:

JOSEPH LOVERO

Date In	Odor In	Date Out	Odor Out	Billing	Turns	Wires	Reference
5/3/2012 4:44:45PM	1	5/3/12 4:44 pm	1	SC	30	49	ESTIMATE

Body Serial	Ladder/Serial	Pump Hrs	Aerial Hrs	Pump Hrs	Generator Hrs
4816-V DAUNTLESS		3156			

Authorization: I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Not responsible for damage from freezing due to a lack of anti-freeze.

SubTotal: 35,040.00
Shop Materials/Supplies: 0.00
Taxes: 0.00
Total: 35,040.00

Customer Signature:

Print:

Remit To:
PO Box 266
Edison, NJ 08817
(732)287-8884 (732)287-2545

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

Part I – Vendor Affirmation

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

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Michele Massey
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

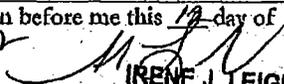
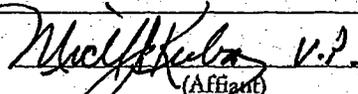
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
E. J. FOLEY, IV	25 MIDWOOD TERRACE, MADISON, NJ
RYAN C. FOLEY	TEMPE WICK ROAD, MORRISTOWN, 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: FOLEY, INCORPORATED
 Signed: _____ Title: VICE PRESIDENT
 Print Name: MICHAEL J. KUBAS Date: JULY 12, 2012

Subscribed and sworn before me this <u>12</u> day of <u>July</u> , 2012  IRENE J. LEIGHTON NOTARY PUBLIC OF NEW JERSEY My Commission Expires 12/18/2015	 (Affiant) MICHAEL J. KUBAS, VICE PRESIDENT (Print name & title of affiant) (Corporate Seal)
--	---

Foley, Incorporated
 Political Contributions
 October 15, 2004 - May 31, 2012

<u>Name</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Type of Contribution</u>	<u>Donor</u>
Election Fund of Bob Smith	10/20/2004	500.00	Check	Foley, Incorporated
Election Fund of Senator Joseph V. Dorla Jr.	10/25/2004	1,000.00	Check	Foley, Incorporated
Election Fund of Alex DeCroce	5/24/2005	500.00	Check	Foley, Incorporated
Election Fund of John Wisniewski	6/14/2005	500.00	Check	Foley, Incorporated
Election Fund of John Wisniewski	10/11/2005	2,000.00	Check	Foley, Incorporated
Election Fund of Bob Smith	10/13/2005	1,000.00	Check	Foley, Incorporated
Election Fund of John Wisniewski	7/30/2007	500.00	Check	Foley, Incorporated
Election Fund of Paul Sarlo	7/30/2007	1,000.00	Check	Foley, Incorporated
Election Fund of Paul Sarlo	12/28/2007	500.00	Check	Foley, Incorporated
UTCA/NJ	6/5/2008	2,500.00	Check	Foley, Incorporated
Election Fund of John Wisniewski	6/16/2008	500.00	Check	Foley, Incorporated
Contractors for Good Government	6/22/2009	2,500.00	Check	Foley, Incorporated
Contractors for Good Government	4/24/2010	2,500.00	Check	Foley, Incorporated
Contractors for Good Government	9/10/2010	2,500.00	Check	Foley, Incorporated
		<u>18,000.00</u>		

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions,

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

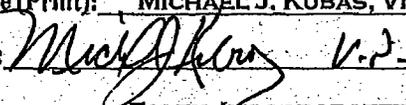
EXHIBIT A

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): MICHAEL J. KUBAS, VICE PRESIDENT

Representative's Signature:  V.P.

Name of Company: FOLEY, INCORPORATED

Tel. No.: (732) 885.5555 Date: 7/12/2012

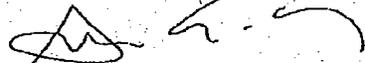
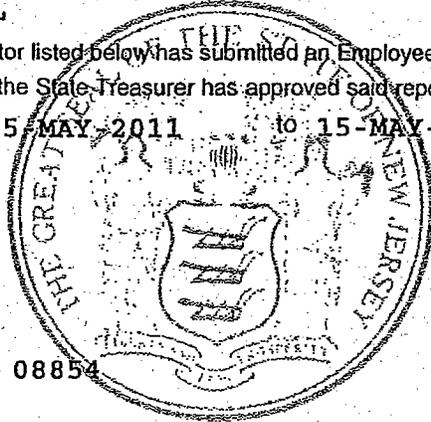
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2011** to **15-MAY-2014**

FOLEY, INCORPORATED
855 CENTENNIAL AVE.
PISCATAWAY

NJ 08854



Andrew P. Sidamon-Eristoff
State Treasurer

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

The contractor and the FIRE DEPARTMENT of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

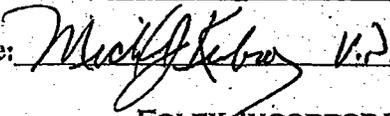
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): MICHAEL J. KUBAS, VICE PRESIDENT

Representative's Signature:  V.P.

Name of Company: FOLEY INCORPORATED

Tel. No.: (732) 885.5555 Date: JULY 12, 2012

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name: FOLEY, INCORPORATED

Address: 855 CENTENNIAL AVENUE, PISCATAWAY, NJ 08855

Telephone No.: (732) 885.5855

Contact Name: MICHAEL J. KUBAS, VICE PRESIDENT

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAY-2011~~ to ~~15-MAY-2014~~



FOLEY, INCORPORATED
855 CENTENNIAL AVE.
PISCATAWAY

NJ 08854

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

Andrew P. Sidamon-Eristoff
State Treasurer

Patricia A. Chiacchio

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 452
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

FOLEY, INCORPORATED

TAXPAYER IDENTIFICATION#

██████████

ADDRESS

855 CENTENNIAL AVE
PISCATAWAY NJ 08855-1555

EFFECTIVE DATE:

01/01/57

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0062149

ISSUANCE DATE:

09/13/01

Patricia A. Chiacchio

Director, Division of Revenue

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

09/13/01

FOLEY, INCORPORATED

855 CENTENNIAL AVE
PISCATAWAY NJ 08855-1555

Taxpayer Identification# 220-917-100/000

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.

Registration Date: 06/10/2012
Expiration Date: 06/09/2014

Certificate Number
595721



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:

Foley Incorporated
2012

Responsible Representative(s):
Ryan C. Foley, Vice-President
Edward J. Foley IV, CEO

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON-TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

**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 FOLEY, INCORPORATED (name of business entity) has not made any reportable contributions in the **one-year period preceding JULY 12, 2012 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract FOLEY, INCORPORATED (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: FOLEY, INCORPORATED

Signed: *Michael J. Kubas* Title: VICE PRESIDENT

Print Name: MICHAEL J. KUBAS Date: JULY 12, 2012

Subscribed and sworn before me this 12 day of July, 2012. *Danielle Papenberg* (Affiant)

My Commission expires: IRENE J. LEIGHTON DANIELLE PAPERBERG, SECRETARY
(Print name & title of affiant) (Corporate Seal)

Irene J. Leighton
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/18/2015

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

March 12, 2012

INCORPORATED in the State of New Jersey, September, 1922 Associated with Caterpillar Inc., March, 1957
Registered in the State of New York as a Foreign Corporation
Total number of shares issued 57,080 and outstanding 35,743

OFFICERS

Edward J. Foley, III, Chairman
Tempe Wick Road
Morristown, NJ 07960

Susan M. Connolly, Executive Vice President & COO
12 Deer Run
Lebanon, NJ 08833

Edward J. Foley, IV, President & CEO
25 Midwood Terrace
Madison, NJ 07940

Ryan C. Foley, Vice President, Foley Rents
Tempe Wick Road
Morristown, NJ 07960

Michael J. Kubas, Vice President, Power Systems
10 Bristol Court
Annandale, NJ 08801

Thomas Wagenblast, Vice President, Product Support
233 Rues Lane
East Brunswick, NJ 08816

Jeffrey Merle, Vice President, Machine Sales
305 Bebe Court
Neshanic Station, NJ 08853

Danielle Papenberg, Secretary
72 Ninth Street
Piscataway, NJ 08854

Elizabeth Leinenbach, Assistant Secretary
1638 Bridgeton Hill
Upper Black Eddy, Pa 18972

Kerri Grenger, Controller
30 Daniel Drive
Hazlet, NJ 07730

BOARD OF DIRECTORS

E. J. Foley, III Chairman
Tempe Wick Road
Morristown, NJ 07960

E.J. Foley, IV
25 Midwood Terrace
Madison, NJ 07940

Ryan C. Foley
Tempe Wick Road
Morristown, NJ 07960

STOCKHOLDERS OWNING 10% OR MORE

E.J. Foley, IV
25 Midwood Terrace
Madison, NJ 07940
Shares Held: 27,989
51%

Ryan C. Foley
Tempe Wick Road
Morristown, NJ 07960
Shares Held: 26,892
49%

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

City Clerk File No. Res. 12-606

Agenda No. 10.R

Approved: AUG 01 2012

TITLE:



RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH TURNOUT FIRE & SAFETY EQUIPMENT FOR FURNISHING PERSONAL PROTECTIVE EQUIPMENT (PPE) TO THE JERSEY CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES

WHEREAS, Resolution No. 11-647, approved on September 14 2011, awarded a one year contract pursuant to N.J.S.A. 40A:11-1 et seq. in the amount of **\$700,000** for furnishing personnel equipment; and

WHEREAS, the term of the contract will expire on September 13, 2012; and

WHEREAS, the City of Jersey City (City) needs to increase the contract amount with Turnout Fire and Equipment by an additional **\$350,000** because changes in the specifications and modifications to comply with NFPA and OSHA Regulations increased the cost of each set of Personal Protective Equipment PPE by \$600; and

WHEREAS, funds in the amount of **\$350,000.00** are available in the Fire Department's Reserve for Penalties Account No. 17-289-56-000-002; and

WHEREAS, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

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

1. The above recitals are incorporated herein by reference;
2. A change order in the amount of **\$350,000.00** increasing the total contract amount with Turnout Fire & Safety Equipment from **\$700,000.00** to **\$1,050,000.00** is hereby approved; and
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH TURNOUT FIRE & SAFETY EQUIPMENT FOR FURNISHING PERSONAL PROTECTIVE EQUIPMENT (PPE) TO THE JERSEY CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES

I, Donna Mauer Donna Mauer, Chief Financial Officer of the City of Jersey City, certify that funds in the amount of **\$350,000.00** are available in Account No. 17-289-56-000-002.

Purchase Order # 106128

APPROVED: James A. Gale
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-607

Agenda No. 10.5

Approved: AUG 01 2012

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 appointed **Alexander E. Jardines**, residing at 407 69th Street, Guttenberg, New Jersey 07093, for a one year term as Chief Municipal Prosecutor of the Municipal Court of Jersey City, subject to the advice and consent of the Municipal Council; and

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

- (1) **Markis Abraham** residing at 11 Gifford Avenue, Apt. 1C, Jersey City, New Jersey 07305
- (2) **Linda Aristondo** residing at 288 Barrow Street, Jersey City, New Jersey 07302;
- (3) **Steven Hummel** residing at 1077 River Road, Edgewater, New Jersey 07020;
- (4) **Maggi Khalil** residing at 202 West Shearwater Court, Jersey City, New Jersey 07305;
- (5) **Armando Molina** residing at 41 Jefferson Street, Metuchen, New Jersey 08840;
- (6) **Paul Scalia** residing at 3571 Kennedy Boulevard, Jersey City, New Jersey 07306;
- (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 appointment of **Alexander E. Jardines**, as Chief Municipal Prosecutor, be and is hereby approved with a one year term of office to commence on or about July 1, 2012 and to expire on June 30, 2013.

City Clerk File No. Res. 12-607

Agenda No. 10.5 AUG 01 2012

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 **Markis Abraham, Linda Aristondo, Steven Hummel, Maggi Khalil, Armando Molina, 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, 2012 and to expire on June 30, 2013.
- 3. 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, 2012 and to expire on June 30, 2013.
- 4. 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/ms
07/24/12

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

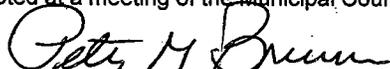
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-608

Agenda No. 10.T

Approved: AUG 01 2012



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC., TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM

COUNCIL
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City (City) requires the services of professional psychologists and counselors in connection with the operation of the Employee Assistance Program which provides counseling services to City employees; and

WHEREAS, the City's current contract for the provision of psychological services expired on June 30, 2012; and

WHEREAS, New Pathway Counseling Services, Inc. (New Pathway) is licensed by the New Jersey State Board of Psychological Examiners to provide psychological counseling and possesses the necessary qualifications to provide these services; and

WHEREAS, New Pathway has agreed to provide counseling services for a fee not to exceed \$20,000.00; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; 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 Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

WHEREAS, funds in the amount of \$8,000.00 are available in the 2012 calendar year budget in account No. 01-201-23-220-312 Department of Administration; and

WHEREAS, the remaining contract funds will be made available in the 2012 permanent budget; and

WHEREAS, the continuation of the contract after the expenditure of funds encumbered under this resolution shall be subject to the appropriation of sufficient funds in the 2012 permanent calendar year budget.

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC. TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM

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

1. Subject to such modifications as Corporation Counsel deems necessary or appropriate, the Mayor or Business Administrator is authorized to execute the attached agreement with New Pathway to provide psychological counseling services for a period of one year, effective as of July 1, 2012 and expiring on June, 30 2013 for a total contract amount not to exceed \$20,000.00.
2. This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) (i) of the Local Public Contracts Law because the contract is for services performed by persons authorized by law to practice a recognized profession that is regulated by law.
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2012 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in 2012 calendar year permanent budget.
4. Upon certification by an official or an employee of the City authorized to attest that New Pathway has provided services in accordance with the contract, then; payment to New Pathway shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-To-Play Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
6. A copy of this resolution shall be printed in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds are made available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. 1077 107247

Donna Mauer

Donna Mauer
Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

12-608
AUG 01 2012

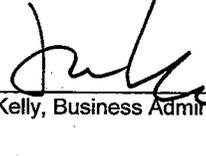
DETERMINATION OF VALUE CERTIFICATION

John Kelly, of full age, hereby certifies as follows:

1. As Business Administrator of the City of Jersey City (City), I am the City's chief administrative officer.
2. The City requires the services of psychologists and counselors to conduct services provided by an employee assistance program.
3. The City is awarding this contract without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
4. The Administration's recommendation is to award the contract to New Pathway Counseling Services Inc. No other proposals were received.
5. The term of the contract is one year effective July 1, 2012.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

7/25/12



John Kelly, Business Administrator

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: <u>FRANK MATTIACE</u>	Name: <u>ILOAN MAZOR</u>
Home Address: <u>39 STONYBROOK RD MONTLICO NY 07045</u>	Home Address: <u>2153 E 29TH ST BROOKLYN NY 11229</u>
Name: <u>[Signature]</u>	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 10 day of July, 2012

(Notary Public) [Signature] _____ (Affiant)

My Commission expires: MARCH 17, 2014 _____ (Print name & title of affiant)

(Corporate Seal)

JOSE M LEON
Notary Public
State of New Jersey
My Commission Expires Mar 17, 2014

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that NEW PATHWAY COUNSELING (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 NEW PATHWAY COUNSELING (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: NEW PATHWAY COUNSELING

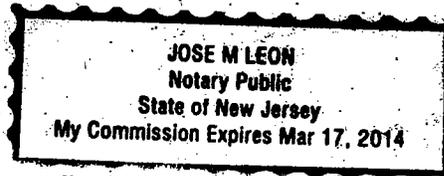
Signed: [Signature] Title: EXEC DIRECTOR

Print Name: FRANK L. MATTIACI Date: 6/16/14

Subscribed and sworn before me
this 8 day of June, 2014.

My Commission expires: March 17, 2014

[Signature]
JOSE L. LEON
(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.

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:

NEW PATHWAY COUNSELING, INC.

ADDRESS:

**995 BROADWAY
BAYONNE NJ 07002**

EFFECTIVE DATE:

02/11/04

TRADE NAME:

NEW PATHWAY COUNSELING SERVICE

SEQUENCE NUMBER:

1042390

ISSUANCE DATE:

03/20/07

James J. Fruscione

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 12-609

Agenda No. 10.U

Approved: AUG 01 2012



TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO AMEC ENVIRONMENTAL AND INFRASTRUCTURE, INC., IN CONNECTION WITH NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION PRELIMINARY ASSESSMENT, FOR THE MARY BENSON PARK - NEW PLAYGROUND, PROJECT NO. 2012-005 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City requires the services of a consulting geotechnical/environmental engineering firm to provide geotechnical/environmental engineering investigation in connection with New Jersey Department of Environmental Protection Preliminary Assessment for Mary Benson Park, Jersey City, New Jersey; and

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

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

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

WHEREAS, Amec Environmental & Infrastructure, Inc., American Metro Center, 200 American Metro Blvd., Suite 113, Hamilton, New Jersey 08619 possesses by virtue of their pre-qualification, the necessary qualifications to undertake this project and has submitted the attached proposal dated June 27, 2012; and

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

04-215-55-208-991 P.O. No. 107222 \$7,850.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) these services are professional services which may be awarded without public bidding; and

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with the firm of Amec Environmental & Infrastructure, Inc., for a lump sum fee not to exceed SEVEN THOUSAND EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$7,850.00);
2. This contract be awarded without competitive bidding as a "professional" service: under the provisions of the Local Public Contracts Law because the services will be rendered by persons authorized by law to practice a recognized profession; and
3. A copy of this Resolution be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution. N.J.S.A. 40A:11-1, et. seq.

TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO AMEC ENVIRONMENTAL AND INFRASTRUCTURE, INC., IN CONNECTION WITH NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION PRELIMINARY ASSESSMENT, FOR THE MARY BENSON PARK - NEW PLAYGROUND, PROJECT NO. 2012-005 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

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

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-208-991 for payment of the above Resolution.

July 10, 2012
ab

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF LEGISLATION:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO AMEC ENVIRONMENTAL AND INFRASTRUCTURE, INC., IN CONNECTION WITH NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION PRELIMINARY ASSESSMENT, FOR THE MARY BENSON PARK - NEW PLAYGROUND, PROJECT NO. 2012-005 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

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

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

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

To perform Preliminary Assessment for issuance to the New Jersey Department of Environmental Protection (NJDEP) and a required retention of an LSRP to oversee required remediation work.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

The City retained Vertical V-Northeast to provide sampling and testing services for which four (4) samples of soils were collected. Two (2) of the Four (4) samples tested were above NJDEP - Residential Direct Contact Soil Remediation Standards (RDCSRS). In accordance with NJDEP Regulations the City of Jersey City is required to notify NJDEP. AMEC will prepare a Preliminary Assessment in accordance with Technical Requirements for Site Remediation (TRSR) for submission to the NJDEP.

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

Account No. 04-215-55-208-991 for a total cost not to exceed SEVEN THOUSAND EIGHT HUNDRED FIFTY and 00/100 DOLLARS (\$7,850.00).

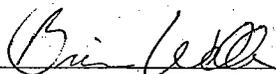
6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Immediately upon execution of contract.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Eight (8) to Twelve (12) weeks.

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


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

July 10, 2012

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : July 11, 2012

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

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

SUBJECT : Mary Benson Park - New Playground
Project No. 2012-005
Re: AMEC Environmental and Infrastructure, Inc.
Preliminary Assessment (Phase I)

Attached for your consideration is a Resolution Authorizing award of a Professional Service Contract to AMEC Environmental and Infrastructure, Inc. for New Jersey Department of Environmental Protection, Preliminary Environmental Assessment of Mary Benson Park.

The City retained Vertical V-Northeast to provide sampling and testing services at Mary Benson Park. Two (2) of the four (4) samples tested were above NJDEP - Residential Direct Contact Soil Remediation Standards (RDCSRS). In accordance with the NJDEP Regulations, the City is required to notify NJDEP and hire an LSRP. AMEC will prepare a Preliminary Assessment in accordance with Technical Requirements for Site Remediation (TRSR) for submission to the NJDEP which will include the following tasks:

- Research site history and provide a clear and concise description of the past operations conducted at the property from the time it was naturally vegetated.
- Visit the property to conduct hazardous substance/waste inventory; provide a summary of current and historic water waste discharges; provide a narrative for disposal processes; and conduct a diligent inquiry into the current and historic operations at the Site to identify all potential areas of environmental concerns.
- Conduct a file review at site, county, and local government offices, as applicable.
- Prepare a scaled site plan detailing site layout and depicting areas of environmental concern.
- Complete the most recent PA form downloaded from the NJDEP website (PA report fee not included).

Depending on the outcome of the Preliminary Assessment Report, the City will need to decide on a remediation method (Phase II) which will need to be performed under the direction of the LSRP.

ab
Attachment (copy of Soils Report by Vertical V-Northeast, Inc.)

c: Rodney Hadley, Director, Department of Public Works



June 13, 2012

City of Jersey City
Division of Architecture
575 Route 440, 2nd Floor
Jersey City, NJ 07305

Attention: Joseph Javier, RA, NCARB

Reference: Soil Environmental Services
Mary Benson Park
Jersey City, NJ
VVN Job No.: 35012-000922

Dear Mr. Javier,

Per your request Vertical V – Northeast, Inc. (VVN) collected four soil samples from Mary Benson Park for analytical analysis. Attached is a plan showing the locations of where the samples were collected. The soil was collected approximately 12-inches down from the surface.

The samples were submitted to Test America for TAL Metal analysis. The results are shown on the attached summary report from Test America.

Sample S-2 and S-4 tested above the current maximum allowed NJ Residential SRS Soil Cleanup Criteria.

We appreciate the opportunity to be of service on this project. Should you have questions or need additional information, please do not hesitate to contact our office.

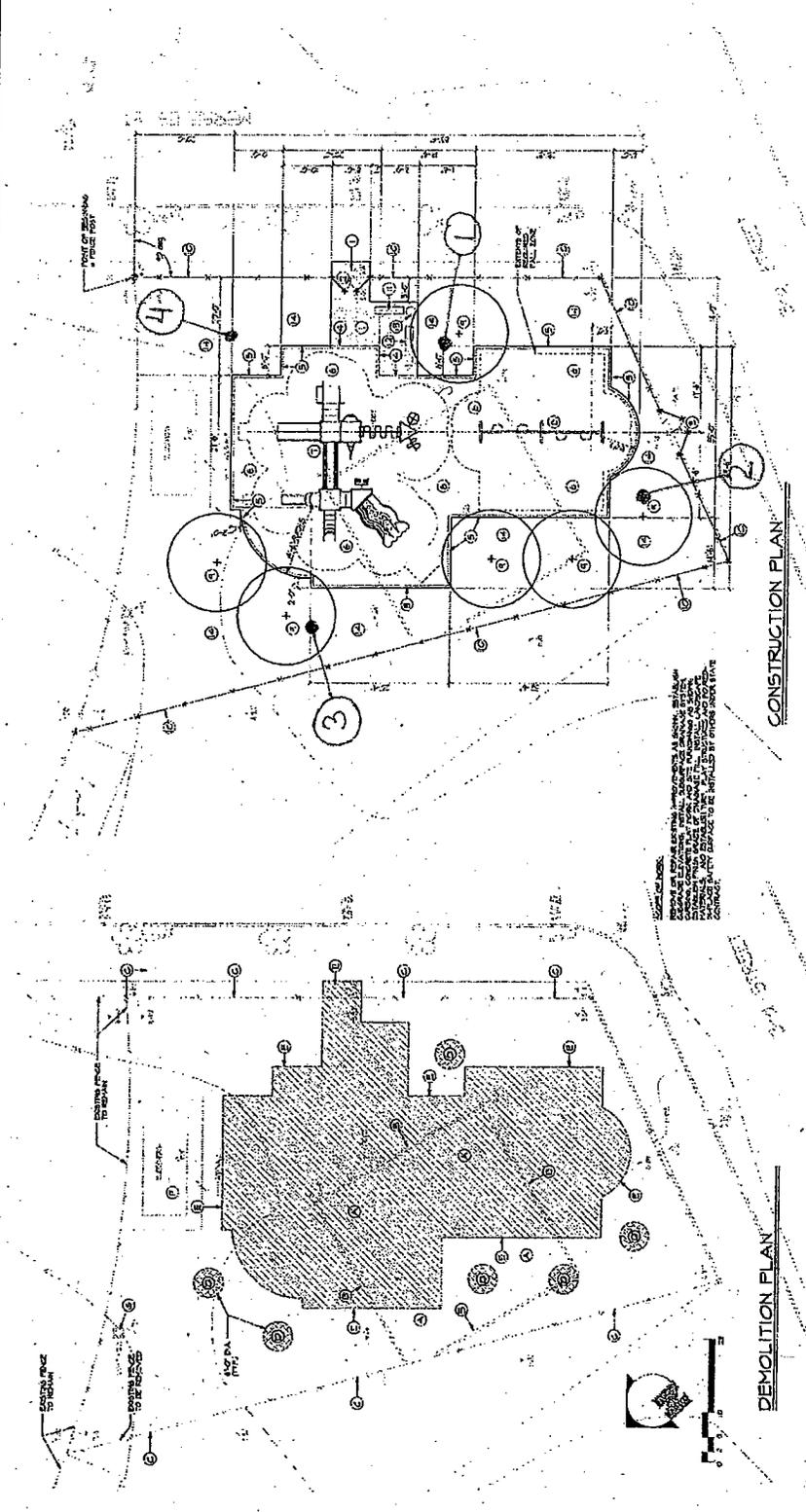
Sincerely,

Vertical V – Northeast, Inc.

Brian D. Arone, P.E.
Business Unit Manager

Attachment:

Test America Results (460-40954-1)



GENERAL NOTES

1. THIS DRAWING IS BASED ON THE SURVEY DATA BY CITY REPRESENTATIVE DUSTIN L. BROWN, DATED 08/15/2018. THE CONTRACTOR SHALL VERIFY THE LOCATION AND BOUNDARIES OF THE EXISTING STRUCTURE AND ADJUST THE DEMOLITION PLAN AS NECESSARY TO MATCH THE ACTUAL CONDITIONS ON THE GROUND.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO THE DEMOLITION AND CONSTRUCTION WORK FROM THE APPLICABLE AGENCIES AND AGENCIES.
3. ALL DEMOLITION SHALL BE COMPLETED BY 0800 HOURS ON 08/15/2018. ALL DEMOLITION SHALL BE PERMITTED BY OTHER LOCAL AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO THE DEMOLITION AND CONSTRUCTION WORK FROM THE APPLICABLE AGENCIES AND AGENCIES.
5. ALL DEMOLITION SHALL BE COMPLETED BY 0800 HOURS ON 08/15/2018. ALL DEMOLITION SHALL BE PERMITTED BY OTHER LOCAL AGENCIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO THE DEMOLITION AND CONSTRUCTION WORK FROM THE APPLICABLE AGENCIES AND AGENCIES.
7. ALL DEMOLITION SHALL BE COMPLETED BY 0800 HOURS ON 08/15/2018. ALL DEMOLITION SHALL BE PERMITTED BY OTHER LOCAL AGENCIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO THE DEMOLITION AND CONSTRUCTION WORK FROM THE APPLICABLE AGENCIES AND AGENCIES.
9. ALL DEMOLITION SHALL BE COMPLETED BY 0800 HOURS ON 08/15/2018. ALL DEMOLITION SHALL BE PERMITTED BY OTHER LOCAL AGENCIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO THE DEMOLITION AND CONSTRUCTION WORK FROM THE APPLICABLE AGENCIES AND AGENCIES.

DEMOLITION/REMOVAL

1. EXISTING INTERIOR WALLS TO BE REMOVED AND REWORKED OF RECONSTRUCTION SHALL BE SHOWN WITH HATCHING AND CIRCLED NUMBERS TO BE REMOVED AND REWORKED.
2. EXISTING CONCRETE FLOORS, CEILING, ROOFING AND PARTIAL EXTERIOR WALLS AND ROOFING TO BE REMOVED AND REWORKED.
3. EXISTING CONCRETE FLOORS, CEILING, ROOFING AND PARTIAL EXTERIOR WALLS AND ROOFING TO BE REMOVED AND REWORKED.
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9. EXISTING CONCRETE FLOORS, CEILING, ROOFING AND PARTIAL EXTERIOR WALLS AND ROOFING TO BE REMOVED AND REWORKED.
10. EXISTING CONCRETE FLOORS, CEILING, ROOFING AND PARTIAL EXTERIOR WALLS AND ROOFING TO BE REMOVED AND REWORKED.

CONSTRUCTION NOTES

1. CONCRETE FLOORS: SEE DETAIL.
2. CONCRETE FLOORS: SEE DETAIL.
3. CONCRETE FLOORS: SEE DETAIL.
4. CONCRETE FLOORS: SEE DETAIL.
5. CONCRETE FLOORS: SEE DETAIL.
6. CONCRETE FLOORS: SEE DETAIL.
7. CONCRETE FLOORS: SEE DETAIL.
8. CONCRETE FLOORS: SEE DETAIL.
9. CONCRETE FLOORS: SEE DETAIL.
10. CONCRETE FLOORS: SEE DETAIL.

SUMMARY OF ANALYTICAL RESULTS: 460-40954-1

The Action Levels listed reflect current TestAmerica Edison knowledge of the standards and are intended as general guidance for the user. Please consult appropriate regulations and cleanup standards for your specific application.

Sample ID Lab Sample No. Sampling Date Matrix Dilution Factor	Analytical Method	NJ Residential		NJ Non-Residential		NJ Impact to Ground Water		NJ Non-Residential		NJ Impact to Ground Water		S-1		S-2		S-3		S-4							
		Direct Contact Soil Cleanup Criteria	mg/kg	Direct Contact Soil Cleanup Criteria	mg/kg	SRS Soil Cleanup Criteria	mg/kg	Soil Screening Level Criteria	mg/kg	SRS Soil Cleanup Criteria	mg/kg	Soil Screening Level Criteria	mg/kg	Result	Q	MDL	mg/kg	Result	Q	MDL	mg/kg	Result	Q	MDL	
Aluminum	6010B	NA	78,000	NA	NA	3900	16.2	NA	1830	20.8	2.2	1.4	1.3	1.4	1.5	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Antimony	6010B	14	340	NA	450	19	0.89	19	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	
Arsenic	6010B	20	19	NA	19	1300	1.2	19	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	0.89	1.1	
Barium	6010B	700	16000	NA	59000	1300	1.2	59000	9.8	1.3	102	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	
Beryllium	6010B	2	2	NA	140	1	0.5	140	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	
Cadmium	6010B	38	100	NA	78	1	0.16	78	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	
Calcium	6010B	NA	NA	NA	NA	NA	74.7	NA	257	81.4	3730	81.4	1410	76.0	1410	76.0	1410	76.0	1410	76.0	1410	76.0	1410	76.0	
Chromium	6010B	NA	NA	NA	NA	NA	NA	NA	3.3	0.98	19.1	0.99	10.9	0.92	10.9	0.92	10.9	0.92	10.9	0.92	10.9	0.92	10.9	0.92	
Cobalt	6010B	NA	NA	NA	560	69	0.91	560	1.1	0.97	5.0	0.98	3.6	0.91	3.6	0.91	3.6	0.91	3.6	0.91	3.6	0.91	3.6	0.91	
Copper	6010B	600	3100	NA	45000	7300	2.0	45000	3.4	2.2	75.4	2.2	28.8	2.1	28.8	2.1	28.8	2.1	28.8	2.1	28.8	2.1	28.8	2.1	
Iron	6010B	NA	NA	NA	800	NA	12.8	800	14.5	0.98	18000	13.8	11200	13.0	11200	13.0	11200	13.0	11200	13.0	11200	13.0	11200	13.0	
Lead	6010B	400	600	NA	600	59	0.91	600	18.4	1.0	410	0.99	157	0.92	157	0.92	157	0.92	157	0.92	157	0.92	157	0.92	
Magnesium	6010B	NA	NA	NA	NA	NA	76.0	NA	92.5	82.3	2200	82.8	1440	77.2	1440	77.2	1440	77.2	1440	77.2	1440	77.2	1440	77.2	
Manganese	6010B	NA	11000	NA	5900	42	0.93	5900	0.037	0.023	246	1.0	189	0.94	189	0.94	189	0.94	189	0.94	189	0.94	189	0.94	
Mercury	7471A	14	23	NA	65	0.1	0.024	65	0.037	0.023	1.4	0.024	0.83	0.13	0.83	0.13	0.83	0.13	0.83	0.13	0.83	0.13	0.83	0.13	
Nickel	6010B	250	2400	NA	29000	31	0.93	29000	1.8	1.0	12.3	1.0	8.5	0.84	8.5	0.84	8.5	0.84	8.5	0.84	8.5	0.84	8.5	0.84	
Potassium	6010B	NA	NA	NA	NA	NA	113	NA	154	122	576	123	469	115	469	115	469	115	469	115	469	115	469	115	
Selenium	6010B	63	3100	NA	5700	7	1.4	5700	1.4	1.5	1.5	1.5	1.5	1.4	1.5	1.4	1.5	1.4	1.5	1.4	1.5	1.4	1.5		
Silver	6010B	110	4100	NA	5700	1	0.21	5700	0.21	0.23	0.23	0.23	0.23	0.21	0.23	0.21	0.23	0.21	0.23	0.21	0.23	0.21	0.23		
Sodium	6010B	NA	NA	NA	NA	NA	167	NA	167	181	181	182	182	170	182	170	182	170	182	170	182	170	182	170	
Thallium	6010B	2	2	NA	79	5	1.2	79	1.2	1.3	1.3	1.3	1.3	1.2	1.3	1.2	1.3	1.2	1.3	1.2	1.3	1.2	1.3		
Vanadium	6010B	370	7100	NA	1100	NA	0.81	1100	7.4	0.88	24.7	0.88	14.0	0.82	14.0	0.82	14.0	0.82	14.0	0.82	14.0	0.82	14.0	0.82	
Zinc	6010B	1500	1500	NA	23000	600	1.1	23000	15.6	1.2	281	1.2	172	1.2	172	1.2	172	1.2	172	1.2	172	1.2	172	1.2	

NR: Not analyzed.

J: Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.

U: Indicates the analyte was analyzed for but not detected.

SUMMARY OF ANALYTICAL RESULTS: 460-40954-1

The Action Levels listed reflect current TestAmerica Edison knowledge of the standards and are intended as general guidance for the user. Please consult appropriate regulations and cleanup standards for your specific application.

Sample ID	NJ Residential		NJ Non-Residential		NJ Impact to Ground Water		NJ Residential		NJ Non-Residential		Impact to Ground Water		S-1	S-2	S-3	S-4				
	Direct Contact	Soil Cleanup Criteria	Direct Contact	Soil Cleanup Criteria	Ground Water	Soil Cleanup Criteria	Soil Cleanup Criteria	Soil Cleanup Criteria	Soil Cleanup Criteria	Ground Water	Soil Cleanup Criteria	Soil Cleanup Criteria					Result	MDL	Result	MDL
Lab Sample No.													460-00040954-001	460-00040954-002	460-00040954-003	460-00040954-004				
Sampling Date													6/5/2012 10:30:00 AM	6/5/2012 10:30:00 AM	6/5/2012 10:30:00 AM	6/5/2012 10:30:00 AM				
Matrix													Solid	Solid	Solid	Solid				
Dilution Factor																				
Units																				
ANALYTICAL METHOD													Result	MDL	Result	MDL	Result	MDL	Result	MDL
WET CHEMISTRY													11.4	15.1	13.0	13.0				
Percent Moisture (%)													88.5	84.9	87.0	83.2				
Percent Solids (%)													1.0	1.0	1.0	1.0				

NR: Not analyzed.

AGREEMENT

Agreement made this day of 2012, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **Amec Environmental & Infrastructure, Inc., American Metro Center, 200 American Metro Blvd., Suite 113, Hamilton, New Jersey 08619** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Environmental Consultant** in connection with the City's **Mary Benson Park - New Playground**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to a **Preliminary Assessment for the New Jersey Department of Environmental Protection**.

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

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Environmental Engineering** services in connection with **Mary Benson Park - New Playground**.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Architectural/Engineering** services in accordance with the Request for Qualifications (RFQ) prepared by the Division of Architecture dated **April, 2012** and the proposal prepared by the CONSULTANT dated **June 27, 2012**.

2. Such described services shall be performed during a period of **eight (8) to twelve (12) months**.

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

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated **June 27, 2012** with a total cost not to exceed **Seven Thousand Eight Hundred Fifty (\$7,850.00)**.

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

ARTICLE V

Insurance

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

- A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY OF JERSEY CITY, its agents, servants shall be named as additional insured.
- B. Automobile Liability Coverage: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.
- C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS (Statutory).
- D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Mary Benson Park - New Playground, Project No. 2012-005**.

3. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.
- B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

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

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

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

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

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

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

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

ARTICLE X

Nondiscrimination

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

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative

Action Plan

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative

Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

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

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

ENTIRE AGREEMENT

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

ARTICLE XV

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

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

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

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

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

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

ARTICLE XVI

POLITICAL CONTRIBUTIONS PROHIBITION

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

ARTICLE XVII

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

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

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

CITY OF JERSEY CITY

ATTEST

JOHN KELLY
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

AMEC ENVIRONMENTAL & INFRA-
STRUCTURE, INC.

BY: _____

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

PETER SORIERO
Risk Manager



June 27, 2012

Mr. Brian Weller, LLA, ASLA, Director
Chief Landscape Architect
City of Jersey City, Division of Architecture
575 Rt. 440, Second Floor
Jersey City, NJ 07305

**Subject: Proposal for a NJDEP Preliminary Assessment
Mary Benson Park
Jersey City, NJ
AMEC Proposal PROP12HAM10**

Dear Mr. Weller:

AMEC Environment & Infrastructure, Inc. (AMEC) is pleased to present this proposal for a Preliminary Assessment (PA) for Mary Benson Park located in Jersey City between Newark Ave., Merseles St. and 3rd Ave.. This proposal provides a brief background of the project, presents our proposed scope of services, the proposed costs, and authorization instructions.

PROJECT BACKGROUND

Based upon the information supplied to our office, we understand that soil samples collected near the playground area at the south end of the park contained lead in concentrations above the applicable New Jersey Department of Environmental Protection (NJDEP) Soil Remediation Standards (SRS). As we understand, the City of Jersey City Department of Public Works (JCDPW) is working with a local community group to procure grant money to help finance the renovation of the playground area. Soil testing is a requirement of the grant application. The City retained the services of Vertical V – Northeast, Inc. to provide sampling and testing services. Four soil samples were collected at a depth of 12" below ground surface (bgs), with two showing the presence of lead above the NJDEP Residential Direct Contact Soil Remediation Standards (RDCSRS). Their report dated June 13, 2012 indicated that 2 of the 4 samples tested were above the NJDEP RDCSRS. In accordance with NJDEP regulations, the City of Jersey City is required to notify NJDEP of the presence of lead on the subject site. Once NJDEP has been notified, the City is required to submit the Confirmed Discharge Notification form within 14 days of the notification of discharge. AMEC has made a cursory inspection of the playground site and recommends that a Preliminary Assessment (PA), in accordance with the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26-3.1 will be prepared. This is the logical first step in determining the likely origin of the lead and the available remedies for remediation options within the requirements of NJDEP.

PROPOSED SCOPE OF SERVICES

Licensed Site Remediation Professional (LSRP)

In accordance with N.J.A.C. 7:26C-2.3(a)1 the City is required to retain the services of an LSRP, who will oversee the required work and submit to the NJDEP, under their signature, the required reports, forms and notifications. AMEC is proposing Mr. Michael Mahnkopf, PE LEED AP, LSRP (temp) as the LSRP for this project.

Correspondence:
AMEC E&I, Inc.
200 American Metro Boulevard, Suite 113
Hamilton, NJ 08619
Tel: 609-689-2829 Fax: 609-689-2838

Preliminary Assessment (PA)

AMEC will conduct the PA in accordance with the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26-3.1. Completion of the PA is one of the first steps in completing an environmental investigation under the Industrial Site Recovery Act (ISRA). AMEC proposes the following activities:

- Research site history and provide a clear and concise description of the past operations conducted at the property from the time it was naturally vegetated. This may include an evaluation of (to the extent available) the following:
 - 1) Sanborn Fire Insurance Maps
 - 2) MacRae's Industrial Directory, New Jersey Industrial Directory, New Jersey Manufacturers Directory
 - 3) title and deed
 - 4) site plans and facility as-built drawings
 - 5) federal, state, county and local government files
 - 6) NJDEP Geographic Information System
 - 7) aerial photographs (back to 1932 or the earliest available photograph)
 - 8) additional sources which may be available.
- Visit the property to conduct a hazardous substance/waste inventory; provide a summary of current and historic wastewater discharges; provide a narrative for disposal processes; and conduct a diligent inquiry into the current and historic operations at the Site to identify all potential areas of environmental concern. This may include review of available documents concerning the facility and interviews with people knowledgeable of the Site.
- Conduct a file review at state, county, and local government offices, as applicable
- Prepare a scaled site plan detailing site layout and depicting areas of environmental concern
- Complete the most recent PA form downloaded from the NJDEP website

The proposed PA does not include sampling or testing of soil and/or ground water. Such testing would be performed in a Site Investigation (SI), which is a second phase or "invasive" study should initial findings of the PA warrant further investigation.

FEES

The lump sum fee for the proposed scope of services is \$7,850. This fee includes all reimbursable cost. JCDPW will be invoiced in accordance with the terms and conditions of the AMEC's Services Agreement to be executed upon your verbal authorization.

These proposed costs assume the following:

- One-day site visit is required
- One-day review of files at state and local offices, if needed
- A Site plan would be provided by JCDPW in AutoCAD format or plans that can be scanned for conversion to AutoCAD. The Site plan would include location(s) of sanitary, process, and sink drains, prior buildings and air, water, and waste streams located on the site.

Correspondence:
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200 American Metro Boulevard, Suite 113
Hamilton, NJ 08619
Tel: 609-689-2829 Fax: 609-689-2838

- PA report fee of \$375 required by the NJDEP is not included within AMEC's fee.
- AMEC's review of existing environmental investigation and remediation reports.
- Soil and groundwater sampling and analyses are not proposed at this time.
- Depending on the outcome of the PA, AMEC will prepare recommendations for further investigation and evaluation, remedial action or proceed with issuing a Remedial Action Outcome and submitting the necessary forms. Costs for these activities are not included in this proposal.
- If in the course of the work a hitherto unknown area of concern is identified, the LSRP will notify the City. The LSRP is required by Law to report any discovered releases.
- The City is responsible for securing access to the Site.

SCHEDULE

Upon notification of your acceptance of this proposal, field activities can commence within a week. A written PA report will be issued within six weeks from notice to proceed. Please notify AMEC prior to proceeding with our activities if a verbal report of results is requested prior to the issuance of the final report. We also require written permission for access to the site.

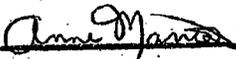
AUTHORIZATION

This work will be performed in accordance with the terms and conditions of the Services Agreement to be executed upon your approval of this scope of services. To authorize us to proceed with the services outlined above please sign the authorization below and return it to AMEC via mail, fax (609) 689-2838, or email (laurence.lockwood@amec.com). Any special requirements not covered in the proposal should be listed by you below your authorization.

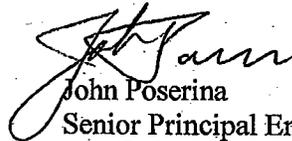
CLOSING

We are looking forward to working with you on this project. If you have any questions concerning this proposal, please contact me at 609-631-2904.

Respectfully,
AMEC Environment and Infrastructure, Inc.

BY:  WITH PERMISSION

Laurence R. Lockwood
Principal Landscape Architect


John Poserina
Senior Principal Engineer

Name of Official: _____

Title of Official: _____

Date of Authorization: _____

Correspondence:
AMEC E&I, Inc.
200 American Metro Boulevard, Suite 113
Hamilton, NJ 08619
Tel: 609-689-2829 Fax: 609-689-2838

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

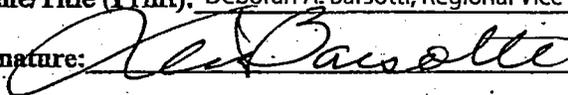
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish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

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

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

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

Representative's Name/Title (Print): Deborah A. Barsotti, Regional Vice President

Representative's Signature: 

Name of Company: Amec Environment & Infrastructure, Inc.

Tel. No.: 609-689-2829 Date: 04/24/12

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

The contractor and the Regional Vice President of Amec Environment & Infrastructure, 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. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph. It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Deborah A. Barsotti, Regional Vice President

Representative's Signature: 

Name of Company: Amec Environment & Infrastructure, Inc.

Tel. No.: 609-689-2829 Date: 04/24/12

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your qualification statement.

Business Name: Amec Environment & Infrastructure, Inc.

Address: 200 American Metro Blvd., Suite 113, Hamilton, NJ 08619

Telephone No.: 609-689-2829

Contact Name: Christopher Schmidt

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.

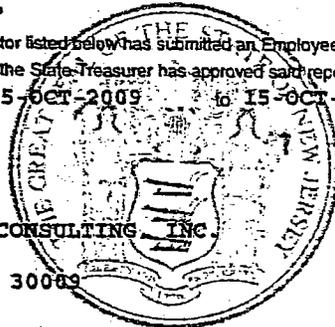
Woman Business Enterprise

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.

Certification 28995

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2009 to 15-OCT-2012



MACTEC ENGINEERING & CONSULTING, INC
1105 LAKEWOOD PARKWAY
ALPHARETTA, GA 30009

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

State Treasurer



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: AMEC E&I, INC.
Trade Name:
Address: 1105 LAKEWOOD PARKWAY SUITE 300
ALPHARETTA, GA. 30009-7625
Certificate Number: 0095008
Effective Date: January 09, 1989
Date of Issuance: September 12, 2011

For Office Use Only:
20110912094904071

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

City Clerk File No. Res. 12-610

Agenda No. 10.V

Approved: AUG 01 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAMOND CONSTRUCTION FOR CURBS AND SIDEWALKS ACCESS IMPROVEMENTS FOR YEAR 2012, PROJECT NO. 12-001 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Curbs and Sidewalks Access Improvement for Year 2012, Project No. 12-001** to the City of Jersey City for the Department of Public Works/Division of Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest responsible bid being that from **Diamond Construction**, 35 Beaverson Blvd. Ste 9A, Brick New Jersey 08723, in the total bid amount of **Two Hundred Sixty Six Thousand, One Hundred Eleven (\$266,111.06) Dollars and Six Cents**; and

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

WHEREAS, the sum of **Two Hundred Sixty Six Thousand, One Hundred Eleven (\$266,111.06) Dollars and Six Cents**, is available in the 2012 permanent budget; and

WHEREAS, the funds for this purchase are available in **CDBG Account # 53-200-56-851-511**

Dept. of Public Works/Division of Engineering, Traffic & Transportation			
Acct. No.	P.O. #		Amount
53-200-56-851-511	107275	CDBG Funds	\$266,111.06
53-200-56-851-511	107276	Contingency	<u>\$53,222.00</u>
		Total Encumb.	\$319,333.06

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

WHEREAS, if funds are not available for the contract in the 2012 permanent budgets, the contract will be terminated.

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

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

(Continued on page 2)

City Clerk File No. Res. 12-610

Agenda No. 10.V AUG 01 2012

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAMOND CONSTRUCTION FOR CURBS AND SIDEWALKS ACCESS IMPROVEMENTS FOR YEAR 2012, PROJECT NO. 12-001 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account No. **53-200-56-851-511**

Dept. of Public Works/Division of Engineering, Traffic & Transportation			
Acct. No.	P.O. #		Amount
53-200-56-851-511	107275	CDBG Funds	\$266,111.06
53-200-56-851-511	107276	Contingency	\$53,222.00
		Total Encumb.	\$319,333.06

Approved by Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

12-610
AUG 01 2012

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAMOND CONSTRUCTION FOR CURBS AND SIDEWALKS ACCESS IMPROVEMENTS FOR YEAR 2012, PROJECT NO. 12-001 FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Rodney Hadley, Director of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Six (6)

DATE BIDS WERE PUBLICLY RECEIVED:

July 17, 2012

NUMBERS OF BIDS RECEIVED:

Three (3)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Curbs and Sidewalks Access Improvements for Year 2012 for the Department of Public Works/Div of Engineering, Traffic & Transportation.

BIDDER'S INFORMATION:

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

	Grand Total Bid Price
1) Diamond Construction 35 Bearverson Blvd Brick, NJ 08723	\$266,111.06
2) Shauger Property Services Inc 429 Dodd Street East Orange, NJ 07017	\$276,102.00
2) S. Batata Construction 11 Jackson Street, Ste 26 South River, NJ 0882	\$296,995.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

7/25/12
Date

Peter Folgado, Purchasing Director, RPPO, QPA

12-610
AUG 01 2012

CURB AND SIDEWALK ACCESS IMPROVEMENTS FOR YEAR 2012, PROJECT NO. 12-001

BID ANALYSIS BID RECEIVED: 07/17/2012

ITEM NO.	DESCRIPTION	QTY	ENGINEER'S ESTIMATE		DIAMOND CONSTRUCTION INC.		SHAUGER PROPERTY SERVICES, INC.		S. BATATA CONSTRUCTION		AVG. BID PRICE	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SAW CUTTING, 10' OR LESS	2842 LF	\$2.50	\$6,355.00	\$0.01	\$25.42	\$4.00	\$10,188.00	\$5.00	\$12,710.00	\$3.00	\$7,634.47
2	DENSE GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	436 TON	\$15.00	\$6,540.00	\$1.00	\$436.00	\$19.00	\$8,284.00	\$1.00	\$436.00	\$7.00	\$3,052.00
3	BITUMINOUS CONCRETE PATCH	10 TON	\$85.00	\$850.00	\$30.00	\$300.00	\$150.00	\$1,500.00	\$1.00	\$10.00	\$62.00	\$620.00
4	HMA, 19"64 BASE COURSE	10 TON	\$75.00	\$750.00	\$30.00	\$300.00	\$150.00	\$1,500.00	\$1.00	\$10.00	\$93.33	\$933.33
5	HMA, 9.5"84 SURFACE COURSE	55 TON	\$110.00	\$6,050.00	\$40.00	\$2,200.00	\$115.00	\$6,325.00	\$20.00	\$1,100.00	\$118.33	\$6,508.33
6	REPAIR CATCH BASIN WALL	20 SF	\$25.00	\$500.00	\$20.00	\$400.00	\$75.00	\$1,500.00	\$50.00	\$1,000.00	\$48.33	\$966.67
7	CAST IRON CURB PIECE TYPE P, 4" HIGH	2 UNIT	\$250.00	\$500.00	\$200.00	\$400.00	\$375.00	\$750.00	\$250.00	\$500.00	\$275.00	\$550.00
8	CAST IRON CURB PIECE TYPE N, 6" HIGH	2 UNIT	\$250.00	\$500.00	\$200.00	\$400.00	\$375.00	\$750.00	\$250.00	\$500.00	\$275.00	\$550.00
9	BICYCLE SAFE GRATE, 21 3/4" X 47 3/4"	2 UNIT	\$250.00	\$500.00	\$200.00	\$400.00	\$350.00	\$700.00	\$250.00	\$500.00	\$268.67	\$533.33
10	9" X 20" CONCRETE VERTICAL CURB	2842 LF	\$28.00	\$79,576.00	\$17.00	\$48,314.00	\$19.00	\$53,998.00	\$20.00	\$56,840.00	\$18.67	\$47,450.67
11	CONCRETE SIDEWALK, 4" THICK	2487 SY	\$75.00	\$186,525.00	\$55.00	\$136,785.00	\$61.00	\$151,707.00	\$50.00	\$124,350.00	\$55.33	\$137,614.00
12	CAST IN PLACE DETECTABLE WARNING SURFACE	90 SY	\$225.00	\$20,250.00	\$125.00	\$11,250.00	\$28.00	\$2,520.00	\$50.00	\$4,500.00	\$217.67	\$19,590.00
13	DRIVEWAY ACCESS BACK PLATE	1 UNIT	\$800.00	\$800.00	\$300.00	\$300.00	\$650.00	\$650.00	\$500.00	\$500.00	\$483.33	\$483.33
14	NEW CB, TYPE B	7 UNIT	\$2,800.00	\$19,600.00	\$6,500.00	\$45,500.00	\$1,200.00	\$8,400.00	\$2,000.00	\$14,000.00	\$3,233.33	\$22,633.33
15	RESET EXISTING CB CASTING	5 UNIT	\$800.00	\$4,000.00	\$1,000.00	\$5,000.00	\$700.00	\$3,500.00	\$2,000.00	\$10,000.00	\$1,233.33	\$6,166.67
16	RESET EXISTING CB CASTING	3 UNIT	\$220.00	\$660.00	\$300.00	\$900.00	\$300.00	\$900.00	\$200.00	\$600.00	\$266.67	\$800.00
17	RESET JUNCTION BOX CASTING	2 UNIT	\$600.00	\$1,200.00	\$100.00	\$200.00	\$300.00	\$600.00	\$1,000.00	\$2,000.00	\$466.67	\$933.33
18	TRAFFIC DIRECTORS, JERSEY CITY POLICE	400 HR	\$40.00	\$16,000.00	\$40.00	\$16,000.00	\$40.00	\$16,000.00	\$40.00	\$16,000.00	\$40.00	\$16,000.00
19	TRAFFIC DIRECTORS, JC POLICE (OVER TIME RATE, 7:00AM TO 4:00PM)	16 HR	\$57.50	\$920.00	\$57.50	\$920.00	\$57.50	\$920.00	\$57.50	\$920.00	\$57.50	\$920.00
20	TRAFFIC DIRECTORS, JC POLICE (OVER TIME RATE, NIGHT DIFFERENTIAL, 4:00PM TO 6:00AM)	16 HR	\$67.50	\$1,080.00	\$67.50	\$1,080.00	\$67.50	\$1,080.00	\$67.50	\$1,080.00	\$67.50	\$1,080.00
21	TRAFFIC DIRECTORS, FLAGGER	100 HR	\$45.00	\$4,500.00	\$1.00	\$100.00	\$66.50	\$6,650.00	\$25.00	\$2,500.00	\$30.83	\$3,083.33
22	CONSTRUCTION SIGNS	35 SF	\$20.00	\$700.00	\$0.01	\$0.35	\$25.00	\$875.00	\$1.00	\$35.00	\$6.67	\$303.45
23	TRAFFIC DRUM	14 UNIT	\$11.00	\$154.00	\$0.01	\$0.14	\$150.00	\$2,100.00	\$1.00	\$14.00	\$50.34	\$704.71
24	TRAFFIC CONE	15 UNIT	\$6.00	\$90.00	\$0.01	\$0.15	\$25.00	\$375.00	\$1.00	\$15.00	\$41.67	\$625.05
TOTAL BASE BID			\$350,000.00	\$266,111.06	\$276,102.00	\$296,995.00	\$279,736.02					

CITY OF
JERSEY CITY
Department of Public Works

JERRAMIAH HEALY
Mayor
RODNEY W. HADLEY
Director



575 Route 440
Jersey City, NJ 07305
(201) 547-4400
Fax: (201) 547-5264

July 26, 2012

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

RE: Contract Award (Curb and Sidewalk Access Improvements for year 2012)

Dear Council President and Members of the Municipal Council:

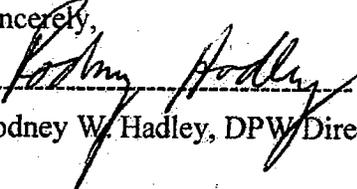
The purpose of this letter is to explain the above subject matter. There exists a need for Curb and Sidewalk Access Improvements for Year 2012 for the City of Jersey City. The bid reception was on June 17th, 2012 and proposals were received from three (3) bidders. Diamond Construction submitted the lowest proposal in the amount of \$266,111.06. There is a contingency amount of \$53, 222.00 for a total contract amount of \$319,333.06.

The City of Jersey City has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The Director of Public Works has reviewed the proposal and recommends the award of the contract to Diamond Construction. The funds are available for this contract in **CDBG Account 53-200-56-851-511.**

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,


Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

Robert Byrne, City Clerk

PROJECT NO. 12-001, ADA CORNER LOCATIONS

NO. OF INTERSECTION	WARD
	A
1	Merritt & Old Bergen Rd
2	Merritt & Ocean Ave
* 3 (ALT)	Westside Ave & Fulton Ave
	B
1	Broadway & Wright Ave
2	Broadway & Wales Ave
* 3 (ALT)	Broadway & Giles Ave
	C
1	Corbin Ave & Broadway
2	Corbin Ave & Pavonia Ave
* 3 (ALT)	Garrison Ave & Pavonia Ave
	D
1	North St & Palisade Ave
2	Nelson Ave & North St
* 3 (ALT)	Nelson Ave & Irving St
	E
1	Erie St & Sixth St
2	Manila Ave & First St
* 3 (ALT)	Manila Ave & Bay St
	F
1	Pine St & Maple St
2	Pine St & Lafayette St
3	Whiton St & Maple St
4	Whiton St & Lafayette St

NOTE:

It is understood that the Intersection listed in the table above may be subject to change as directed by the field engineer.

Marked * 3 (ALT) Intersection may be improved on availability of funding.

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 (NJAC 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 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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 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.

Representative's Name/Title (Print): JOHN KOVACS, President

Representative's Signature: [Handwritten Signature]

Name of Company: JAK CONSTRUCTION CORP / A DIAMOND CONSTRUCTION

Tel. No.: 732 262-7449 Date: 7/17/12

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

The contractor and the STATE of NY, (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: John A. Kovacs, President

Representative's Signature: JOHN KOVACS, PRESIDENT

Name of Company: JAK CONSTRUCTION CORP / A Diamond Construction

Tel. No.: 732-262-7449

Date: 7/17/2012

STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201

Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT	
3. NAME AND ADDRESS OF PRIME CONTRACTOR <i>JAK Construction Corp / A Diamond Contracting</i> (Name) <i>35 BEAVERSON BLVD</i> (Street Address)		CONTRACT NUMBER	DATE OF AWARD
<i>BRICK N.J 08723</i> (City) (State) (Zip Code)		DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		6. NAME AND ADDRESS OF PROJECT	7. PROJECT NUMBER
9. TRADE OR CRAFT		COUNTY	8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO

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.

JOHN KOVACS

[Signature]
President

10. (Please Print Your Name)
732-262-7449
(Area Code) (Telephone Number) (Ext.)

(Title)
732-262-7795

(Date)
1/17/12

STATE OF NEW JERSEY DIVISION OF CONTRACT COMPLIANCE

FORM AA202

State of New Jersey

FORM AA-202
REV. 5-01

*Division of Contract Compliance and
Equal Employment Opportunity in Public Contracts*

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

READ INSTRUCTIONS ON BACK CAREFULLY BEFORE COMPLETING

3. FID or SSF:

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)

B. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	1. PERCENT OF WORK COMPLETED	2. TRADE OR CRAFT	3. CLASS LOCATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES					12. TOTAL		13. WORK HOURS				14. % OF WORKERS			15. CLIN WORKERS			16. CUM. % OF W/H	
				A.	B.	C.	D.	E.	F.	NO. OF EMP.	TOTAL HRS.	A.	B.	% of TOTAL	% of TOTAL	TOTAL WORK HOURS	M/F	FEMALE WORK HOURS	% of TOTAL	% of TOTAL		
			J																			
			AP																			
			J																			
			AP																			
			J																			
			AP																			
			J																			
			AP																			

IF 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 : JAK CONSTRUCTION CORP / A DIAMOND CONSTRUCTION
Address : 35 BEAVERSON BLVD, BRICK NJ 08723
Telephone No. : 732-262-7449
Contact Name : JOHN KOVAIS, President

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 : JAK CONSTRUCTION CORP. T/A DIAMOND CONSTRUCTION
Address : 35 BEAVERSON BLVD, BRICK, NJ 08723
Telephone No. : 732-262-7449
Contact Name : JOHN KOVACS, PRESIDENT

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.

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: COBBOSINE ACADEMY IMPROV # 12-001
 Contractor: DIAMOND CONSTR Bid Amt. \$ 266,111.06

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				
<u>- NONE -</u>				

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: W2Be S/W Access IMPROV # 12-001

Contractor: DIAMOND CONSTRUCTION Bid Amt. \$ 266,111.06

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				
<u>- NONE -</u>				

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

CRB oshu Access Improvements

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

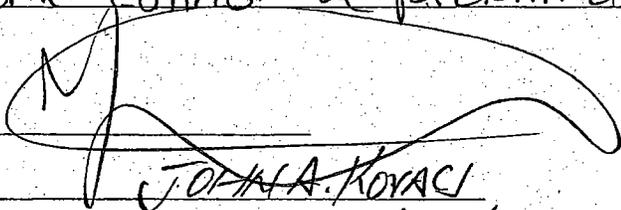
Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
	- NONE -				

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?

Solicitation as necessary
when work cannot be performed in House.

Name of Contractor

by: Signature



Type or print name/title:

JOANNA KOVACS

Tel: No.

732-262-7449

Date:

7/17/12

For City use:

Acceptable M/W business participation levels for this project:

by

Date:

MWB3 page 2 - Project CURB SIDE ACCESS IMPROV.

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					
	- NONE				

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?

Solicitation as necessary
when work cannot be performed in house

Name of Contractor _____
by: Signature 

Type or print name/title: John Kovacs

Tel: No. 732-262-7449 Date: 7/17/12

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: JAK CONSTRUCTION CORPORATION
Trade Name: DIAMOND CONSTRUCTION
Address: 78 NINTH STREET
PISCATAWAY, NJ 08854-1510
Certificate Number: 0078750
Date of Issuance: December 12, 2006.

For Office Use Only:
20061212130933107



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0078750 FOR JAK CONSTRUCTION CORPORATION IS VALID.

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

City Clerk File No. Res. 12-611

Agenda No. 10.W

Approved: AUG 01 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS, PROJECT NO. 2012-031 FOR THE DEPARTMENT OF PUBLIC WORKS /BUILDING AND STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for providing **Security Maintenance for Various Buildings, Project No. 2012-031** for the Department of Public Works/Div. Building and Street Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole responsible bid being that from **Access Control Technologies, 429 Getty Avenue, Clifton, New Jersey, 07011** in the total bid amount of **Fifty Three Thousand, Nine Hundred Sixty Two (\$53,962.00) Dollars**; and

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

WHEREAS, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the 2012 permanent budget **Account No. 01-201-26-291-311**; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Department of Public Works/Div of Building and Street Maintenance

Acct #	P.O #		Amount
01-201-26-291-311	107277	Temp. Encumb.	\$10,000.00
		Total Contract	\$53,962.00

WHEREAS, the remaining contract funds will be made available in the 2012, 2013, 2014 and 2015 temporary and permanent budgets; and

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2012 permanent budget and in the subsequent 2013, 2014 and 2015 fiscal year budgets; and

WHEREAS, if funds are not available for the contract in the 2012 thru 2015 temporary and permanent budgets, the contract will be terminated

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Access Control Technologies,** be accepted and that a contract be awarded to said Company in the above amount and the City Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

City Clerk File No. Res. 12-611

Agenda No. 10.W AUG 01 2012

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS, PROJECT NO. 2012-031 FOR THE DEPARTMENT OF PUBLIC WORKS /BUILDING AND STREET MAINTENANCE

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

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

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

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

Department of Public Works/Div of Building and Street Maintenance

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-311	107277		\$10,000.00
		Total Contract	\$53,962.00

Approved by [Signature]
Peter Folgado, Director, Purchasing

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS, PROJECT NO. 2012-031 FOR THE DEPARTMENT OF PUBLIC WORKS /BUILDING AND STREET MAINTENANCE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Rodney Hadley, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Three (3)

DATE BIDS WERE PUBLICLY RECEIVED:

July 12, 2012

NUMBERS OF BIDS RECEIVED:

One (1)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Security Maintenance for Various Public Building for the Department of Public Works/Building and Street Maintenance

BIDDER'S INFORMATION:

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

	Grand Total Bid Price
1) Access Control Technologies 429 Getty Avenue Clifton, NJ 07011	\$53,962.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

7/25/12
Date

Peter Folgado, Director of Purchasing, RPPO, QPA

CITY OF
JERSEY CITY
Department of Public Works

JERRAMIAH HEALY
Mayor
RODNEY W. HADLEY
Director



575 Route 440
Jersey City, NJ 07305
(201) 547-4400
Fax: (201) 547-5264

July 26, 2012

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

RE: Contract Award (Security Maintenance)

Dear Council President and Members of the Municipal Council:

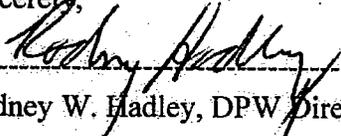
The purpose of this letter is to explain the above subject matter. There exists a need for Security Maintenance at Municipal Court and at the Mary McLeod Bethune Life Center for the City of Jersey City. The bid reception was on June 12th, 2012 and proposals were received from one (1) bidder. Access Control Technologies submitted a bid price of \$53,962.00.

The City of Jersey City has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The Director of Public Works has reviewed the proposal and recommends the award of the contract to Access Control Technologies. The funds are available for this contract in **Buildings and Street operating Account 01-201-26-291-311**.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,


Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

Robert Byrne, City Clerk

BID PROPOSAL
(Continued)
PROJECT NO. 2012-031

LIST OF PRICES:

Item No. 1: The bidder agrees to provide for a period of one year all labor, materials, equipment and services required to perform the on call Basic Maintenance Service as described in the specification for the lump sum price of:

\$ 38,002.00
TOTAL COST ITEM #1

Item No 2: The bidder agrees to provide for a period of one year all labor, materials, equipment and service required to perform the Preventative Maintenance (PM) Service as described in the specification for the price breakdown listed below:

a. Items Listed in Exhibit A (Municipal Court - 365 Summit Avenue):

(1) Semi-Annual PM \$ 848.00 x 2 = \$ 1696.00
(2) Annual \$ 1696.00

b. Items Listed in Exhibit B (Mary McLeod Bethune Life Center (MLK):

(1) Semi-Annual PM \$ 449.00 x 2 = \$ 898.00
(2) Annual \$ 898.00

c. Barrier Gates (Municipal Court Only):

(1) Monthly PM \$ 308.00 x 12 = \$ 3696.00
(2) Annual PM \$ 898.00

d. Cabinet X-Ray System (Municipal Court Only):

(1) Monthly PM \$ 220.00 x 12 = \$ 2640.00
(2) Semi-Annual PM \$ 220.00 x 2 = \$ 440.00
(3) Annual PM \$ 798.00

TOTAL ANNUAL BID PRICE
FOR PREVENTATIVE MAINTENANCE

\$ 13,660.00
(TOTAL COST ITEM #2)

Item No. 3: The bidder agrees to provide off hours emergency service based on the labor rated inserted by the bidder below and in accordance with the terms of Contract. The bidder shall be paid based upon the actual quantity of time used; however, it shall not exceed the estimated quantity without prior written authorization by the City's Acting Director of Purchasing.

Estimate 20 Hours @ \$ 115.00 Per Hour for a total cost of \$ 2300.00
(Unit Price) (Total Cost Item 3 in Figures)

One Hundred Fifteen Dollars Per Hour Two Thousand Three Hundred Dollars
(Write Unit Price) (Write Total Cost- Item 3)

GRAND TOTAL - ITEMS 1, 2 AND 3

Fifty Three Thousand Nine Hundred Sixty Two Dollars.
(In Writing)
\$ 53,962.00
(In Figures)

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/ or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

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

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

Representative's Name/Title (Print): David Long / Acct. Mgr.

Representative's Signature: Paul F. Long

Name of Company: Access Control Technologies

Tel. No.: 973-689-0444 Date: 6-22-12

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

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: _____ 2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **31**

4. COMPANY NAME: **Access Control Technologies**

5. STREET: **429 Gelly Ave** CITY: **Crittton** STATE: **PASSAIC** ZIP CODE: **NS 07011**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): _____ CITY: _____ STATE: _____ ZIP CODE: _____

7. CHECK ONE IN THE COMPANY: SINGLE ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS BY NJ: _____

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

10. PUBLIC AGENCY AWARDED CONTRACT: _____ CITY: _____ STATE: _____ ZIP CODE: _____

Official Use Only	DATE RECEIVED	ISSUE DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON HIS.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON HIS.
Officials/Managers	9	1						4					1
Professionals	9	1						9					1
Technicians	9			2	1								
Sales Workers	3												
Office & Clerical	2	2						2					2
Construction (Skilled)													
Operatives (Skilled)													
Laborers (Skilled)													
Service Workers													
TOTAL	27	4	2	2	1			15					4

Temporary & Part-Time Employees: _____ The data below shall NOT be included in the figures for the appropriate categories shown.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

13. DATES OF PAYROLL PERIOD USED: From: **6.8.12** To: **6.15.12**

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

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR: _____

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): **David Long** SIGNATURE: *[Signature]* TITLE: **Acting Manager** DATE: **6/22/12**

17. ADDRESS (NO. & STREET): **429 Gelly Ave** CITY: **Crittton** COUNTY: **PASSAIC** STATE: **NS** ZIP CODE: **07011** PHONE (AREA CODE, NO. EXTENSION): **973-689-0444**

I certify that the information on this form is true and correct.

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

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

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

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

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

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

Representative's Name/Title Printed: DAVID LONG / Acct Mgr
Representative's Signature: [Signature]
Name of Company: Access Control Technologies
Tel. No.: 973-689-0444 Date: 6.22.12

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

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

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

Business Name : Access Control Technologies, Inc
Address : 429 Garry Ave Clifton, NJ 07011
Telephone No. : 973-689-0450
Contact Name : DAVID LONG

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 : Access Control Technologies Inc.
Address : 4129 Getty Ave, Clifton NJ 07011
Telephone No. : 973-689-0450
Contact Name : David Long

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 Certificate of Authority

DIVISION OF TAXATION
TRENTON, NJ 08635

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.

Robert K. Thompson
Director, Division of Taxation

ACCESS CONTROL TECHNOLOGIES, INC.

429 GETTY
CLIFTON NJ 07011

Tax Registration No.: 223-012-469/000

Tax Effective Date: 01-15-90

Document Locator No.: B0000243836

Date Issued: 03-16-04

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

15022

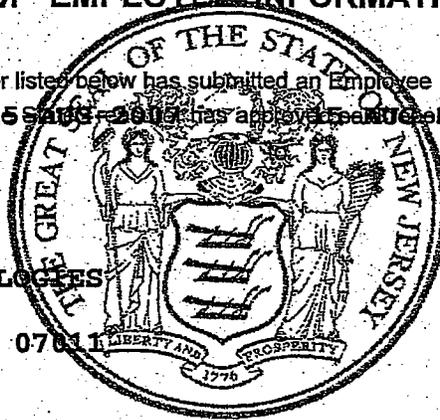
Certification

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~~

ACCESS CONTROL TECHNOLOGIES
429 GETTY AVENUE
CLIFTON

NJ 07011



Bradley Abelan

State Treasurer

Certification 15022

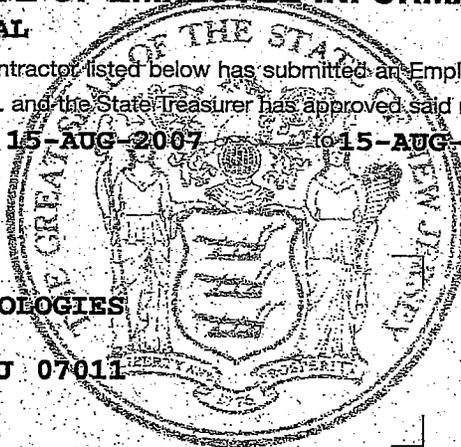
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-AUG-2007 to 15-AUG-2014~~

ACCESS CONTROL TECHNOLOGIES
429 GETTY AVENUE
CLIFTON

NJ 07011



Michael Was
Acting State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ACCESS CONTROL TECHNOLOGIES INC.
Trade Name:
Address: 429 GETTY AVE
CLIFTON, NJ 07011
Certificate Number: 0078050
Effective Date: January 22, 1990
Date of Issuance: May 18, 2007

For Office Use Only:
20070518120044053

Sincerely,

J.P. & Tully

John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 171
TRENTON, NJ 08646-0252

TAXPAYER NAME

ACCESS CONTROL TECHNOLOGIES INC.

TRADE NAME

TAXPAYER IDENTIFICATION#

223-012-469/000

SEQUENCE NUMBER

0078050

ADDRESS

429 GETTY AVE
CLIFTON NJ 07011

ISSUANCE DATE

03/16/04

EFFECTIVE DATE

12/05/89

FORM-BRC(08-01)

J.P. & Tully
Acting Director

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



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0078050 FOR ACCESS CONTROL TECHNOLOGIES INC. IS
VALID.

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

City Clerk File No. Res. 12-612

Agenda No. 10.X

Approved: AUG 01 2012

TITLE:



RESOLUTION AWARDING A CONTRACT TO GOLD TYPE BUSINESS MACHINES TO FURNISH AND DELIVER PANASONIC TOUGHBOOKS FOR THE POLICE DEPARTMENT/CHIEF'S OFFICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department is in need of **Panasonic Toughbooks** for the Chief's Office; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes and obtained (3) three proposals, with the lowest responsible being that from Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, New Jersey, 07073 in the total amount of **Twenty Six Thousand Sixty Four Dollars and Ninety Cents (\$26,064.90)**; and

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

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

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

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

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

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

WHEREAS, funds in the amount of \$26,064.90 are available in the **Police Department's Public Safety/Operating Account**; and

Account	PO #	Total Contract
01-201-25-240-402	107265	\$26,064.90

(Continued on page 2)

City Clerk File No. Res. 12-612

Agenda No. 10.X AUG 01 2012

TITLE: RESOLUTION AWARDING A CONTRACT TO GOLD TYPE BUSINESS MACHINES TO FURNISH AND DELIVER PANASONIC TOUGHBOOKS FOR THE POLICE DEPARTMENT/CHIEF'S OFFICE

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

- 1) A contract in the amount of \$26,064.90 for furnishing and delivering toughbooks is awarded to Gold Type Business Machines and the Purchasing Director is directed to have such a contract drawn up and executed;
- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$26,064.90, are available in the Police Department's Public Safety/Operating Account for payment of this resolution.

Account	PO #	Total Contract
01-201-25-240-402	107265	\$26,064.90

Peter Folgado, Director of Purchasing, QPA, RPPO

PF/pv
7/23/12

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

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk



RECEIVED

2012 JUL 24 PM 1:52

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

PURCHASE ORDER NUMBER
107265

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

PURCHASE ORDER & VOUCHER

REQUISITION # 0158517
BUYER P2PRESO

CITY OF JERSEY CITY
BUSINESS ADMINISTRATION
CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 07/23/2012 VENDOR NO: GO237510

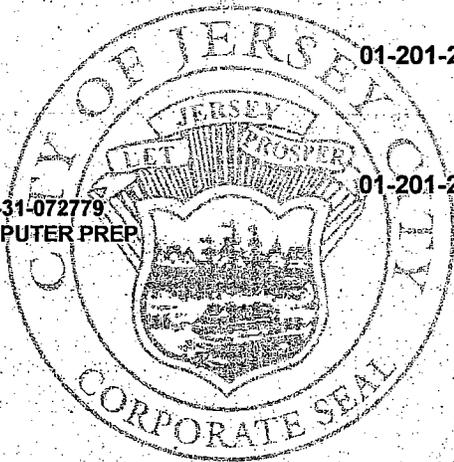
VENDOR INFORMATION

GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

DELIVER TO

POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
9.00	EA	TOUGHBOOK PANASONIC TOUGHBOOK F9 ITEM# CF-F9KWHZZ1M LINE: 0002, COMM CODE: 204-54-072692	01-201-25-240-402	2,591.1000	23,319.90
9.00	EA	FIELD UPG GOB12000 FIELD UPG CFF9 ITEM# CY5400	01-201-25-240-402	180.0000	1,620.00
9.00	EA	LABOR LINE: 0016, COMM CODE: 920-31-072779 INSTALLATION, ONSITE, COMPUTER PREP FOR: JCPD/CHIEF'S OFFICE 8 ERIE STREET 2ND. J.C.NJ 07302 201-547-5301 QUOTE 040320121 GTBM IS AN AUTHORIZED DEALER/DISTRIBUTOR FOR PANASONIC M-0483: WSCA COMPUTER CONTRACT	01-201-25-240-402	125.0000	1,125.00



TAX EXEMPTION NO. 22-6002013

PO Total

Continued >>>

CLAIMANT'S CERTIFICATION AND DECLARATION

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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.

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.

X

VENDOR SIGN HERE

TITLE OR POSITION

DATE

OFFICIAL POSITION

DATE

Original Copy



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
107265

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

PURCHASE ORDER & VOUCHER

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

REQUISITION # **0158517**
BUYER **P2PRESO**

DATE: **07/23/2012** VENDOR NO: **GO237510**

VENDOR INFORMATION

**GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073**

DELIVER TO

**POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
		SC A75583			
					

TAX EXEMPTION NO. **22-6002013**

PO Total 26,064.90

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: **7/24/12**

APPROVED BY ACCOUNTS & CONTROL DATE

Original Copy

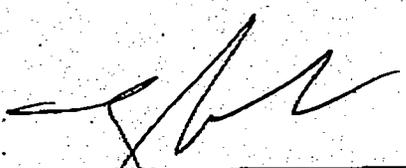
FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS

DETERMINATION OF VALUE CERTIFICATION

I, Robert Kakoleski, of full age, hereby certify the following:

1. I am the Acting Director of the Department of Police.
2. The City requires toughbooks for the Police Chief's Office.
3. The City informally solicited quotations for toughbooks.
4. The administration's recommendation is to award a contract to Gold Type Business Machines.
6. The cost of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

7/24/12
Date



Robert Kakoleski, Acting Director
Jersey City Police Department



351 Paterson Ave. East Rutherford, NJ 07073
 p: 201-935-5090 f: 201-935-7022

NJ State Contract #A69834, #T1044, GSA Contract #GS35F0738R, NJ State contract #M-0483/75583 NJ Contract # B27172,

4/3/2012

Jersey City Police

Request for Price Quotation #040320121

Qty	Part#	Description	MSRP	State Disc	Price	Extended
		NJ State contract #M-0483/75583 Line #0002 Comm Code: 204-54-072692				
9	CF-F9KWHZZ1M	Panasonic Toughbook F9 14.1" Notebook - Intel Core i5 i5-520M 2.40 GHz - 1440 x 900 WXGA+ Display - 2 GB RAM - 320 GB HDD - DVD-Writer - Bluetooth - Genuine Windows 7 Professional - 7 Hour Battery	\$2,879.00	10.00%	\$2,591.10	\$23,319.90
9	CY5400	GOBI2000 FIELD UPG CFF9	\$200.00	10.00%	\$180.00	\$1,620.00
9	Labor	Line #0016 Comm Code: 920-31-072779 Installation, onsite, computer prep	\$125.00		\$125.00	\$1,125.00
Total Project						\$26,064.90

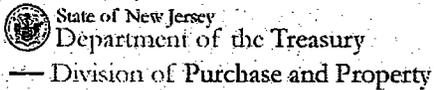
ENTERED
 JUL 20 2012
 TM



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES, INC.
Trade Name:
Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073-1365
Certificate Number: 0067515
Effective Date: February 22, 1977
Date of Issuance: July 23, 2012

For Office Use Only:
20120723162555559



**Notice of Award
Term Contract(s)**

**M-0483
WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to MARIANNE BIXLER

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [Notice of Award \(NOA\) Text](#) Adobe PDF (56 kb)
- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (25 kb)
- [Price Lists](#) Link
- [Amendment #1 - Line Item Addition - \(Maintenance\)](#) Adobe PI (41 kb)
- [Amendment #2 - Contract Change](#) Adobe PDF (41 kb)
- [Amendment #3 - Agency Information Change](#) Adobe PDF (9 kb)
- [Amendment #4 - Vendor Information Change](#) Adobe PDF (18 kb)
- [Amendment #5 - Line Item Addition](#) Adobe PDF (18 kb)
- [Amendment #6 - Contract Cancellation](#) Adobe PDF (18 kb)
- [Amendment #7 - Additional Distributors](#) Adobe PDF (18 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/17/07 TO: 08/31/14
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	39975
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	

Vendor Name & Address:	LEXMARK INTERNATIONAL INC 740 W NEW CIRCLE ROAD LEXINGTON, KY 40550
Contact Person:	MARY BETH CARTER
Contact Phone:	859-232-2116
Order Fax:	000-000-0000
Contract#:	74922
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NETAPP INC 1921 GALLOWES RD/STE 600 VIENNA, VA 22182
Contact Person:	DENISE OROSCO
Contact Phone:	530-644-1467
Order Fax:	000-000-0000
Contract#:	75585
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ORACLE AMERICA INC 500 ORACLE PARKWAY REDWOOD CITY, CA 94065
Contact Person:	CHRIS REAUME
Contact Phone:	248-412-4067
Order Fax:	703-364-2232
Contract#:	70258
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PANASONIC COMMUNICATIONS & SYS CO DIV MATSUSHITA ELECTRIC THREE PANASONIC WAY 7F-3 SECAUCUS, NJ 07094-2997
Contact Person:	MICHELLE CHAPIN
Contact Phone:	908-725-1373
Order Fax:	201-271-3020
Contract#:	75583
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

	TETERBORO NJ 07608
Contact Person:	DAVE REID
Contact Phone:	201-931-1420
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 133 GAITHER DR/STE 133-C MT LAUREL NJ 08054
Contact Person:	KEN OGBORN
Contact Phone:	609-528-8920
Dealer/Distributor Name & Address:	MELILLO CONSULTING INC 285 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	MATT JACOBSON
Contact Phone:	732-563-8400
Dealer/Distributor Name & Address:	MILLENNIUM COMMUNICATIONS GRP 11 MELANIE LANE UNIT 13 EAST HANOVER NJ 07936
Contact Person:	GARY W HARTWIG
Contact Phone:	973-503-1313
Dealer/Distributor Name & Address:	NWN CORPORATION 130 GAITHER DR/STE 100 MT LAUREL NJ 08054
Contact Person:	CHARLES FREEMAN
Contact Phone:	856-914-5605
Dealer/Distributor Name & Address:	PROMEDIA TECHNOLOGY SVCS INC 535 US HIGHWAY 46 LITTLE FALLS NJ 07424
Contact Person:	WM PAUL NOLAN
Contact Phone:	973-253-7600
Dealer/Distributor Name & Address:	VERIZON NETWORK INTEGRATION CORP 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	VICTOR SAVOIA
Contact Phone:	856-661-4143
Contract#: 75582	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 4 CROSSROADS DR/STE 108 HAMILTON NJ 08691
Contact Person:	MARTIN ANGERT
Contact Phone:	609-528-8920
Contract#: 75583	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	CHRIS POPIELSKI
Contact Phone:	800-808-4239
Dealer/Distributor Name & Address:	COMPUTER SYS & METHODS 15 MAPLE ST SOMERVILLE NJ 08876-2106
Contact Person:	KASH MAHNA
Contact Phone:	908-725-1373
Dealer/Distributor Name & Address:	GOLD TYPE BUSINESS MACHINES INC 351 PATERSON AVE EAST RUTHERFORD NJ 07073
Contact Person:	RICH PICOLLI
Contact Phone:	201-935-5090-XX24
Dealer/Distributor Name & Address:	HAYWOOD ASSOIATES INC D/B/A TRANCOR INFORMATION TEC 124 JEWETT STREET GEORGETOWN MA 01833
Contact Person:	THOMAS D HAYWOOD
Contact Phone:	978-352-3100
Dealer/Distributor Name & Address:	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE AZ 85283

		QUANTITY	UNIT	DISCOUNT	
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE	1.000	EACH	NET	N/A
Vendor: PANASONIC COMMUNICATIONS & SYS CO DIV MATSUSHITA ELECTRIC		Contract Number: 75583			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM-DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH PATCH CABLES, MEMORY ETC.) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: INSTALLATION SERVICES FOR COMPUTERS, PERIPHERALS AND RELATED EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]	1.000	EA	NET	N/A

CITY OF JERSEY CITY

Requisition #
0158517

Assigned PO #

Vendor

Requisition

Dept. Bill To
 POLICE DEPARTMENT
 8 ERIE STREET
 JERSEY CITY NJ 07302

Dept. Ship To

Contact Info
 CHIEF THOMAS COMEY
 201-547-5301

Quantity	UOM	Description	Account	Unit Price	Total
9.00	EA	TOUGHBOOK PANASONIC TOUGHBOOK F9 ITEM# CF-F9KWHZZ1M	0120125240402065	3173.00	28557.00
9.00	EA	FIELD UPG GOB12000 FIELD UPG CFF9 ITEM# CY5400	0120125240402085	214.00	1926.00
9.00	EA	LABOR LINE #0016 COMM CODE: 920-31-072779 INSTALLATION,ONSITE,CMPLTER PREP	0120125240402085	125.00	1125.00

FOR:
 JCPO/CHIEF'S OFFICE
 8 ERIE STREET 2ND.
 J.C.NJ 07302
 201-547-5301

ENTERED
 JUL 20 2012
 TM

#31,608.00

Requisition Total .00

Req. Date: 06/07/2012

Requested By: FMCPHERSON

Approved By: _____

Buyer Id:

This Is Not A Purchase Order



The Right Technology.
Right Away.™

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
B798325	9873854	6/20/2012

B TIM MAYS
I 1 JOURNAL SQUARE PLZ STE 2
L
L CITY OF JERSEY CITY
T JERSEY CITY, NJ 07306-4004
O

S CITY OF JERSEY CITY
H 1 JOURNAL SQUARE PLZ STE 2
I
P TIM MAYS
T JERSEY CITY, NJ 07306-4004
O Contact: TIM MAYS 201-547-4868

Customer Phone # 2015474868

Customer P.O. # B798325 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE TRUNCONE 866-769-8471	UPS Ground (2- 3 D	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
9	2166311	PAN TB F9 I5-520M 320GB 2GB W7 Mfg#: PNB-CF-F9KWHZZ1M Contract: PANASONIC NEW JERSEY WSCANASPO 75583/B27172	2619.89	23579.01
9	2135506	PAN GOBI 2000 FIELD UPG F/ CF-F9 Mfg#: PNB-F9GOBI2000FU Contract: MARKET	165.00	1485.00
			SUBTOTAL	25064.01
			FREIGHT	.00
			SALES TAX	.00

*7/17/12
Didn't supply
everything*

ENTERED
JUN 20 2012
TM

TOTAL ➔	US Currency 25,064.01
----------------	--------------------------

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 847-990-8050

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Patrice Lambert

From: Patrice Lambert
Sent: Tuesday, July 17, 2012 12:25 PM
To: 'Fanny Mcpherson'
Cc: Timothy Mays
Subject: Insufficient Funds

Good Afternoon,

The Req listed below doesn't have enough funds to process.

<u>Req #</u>	<u>Acct#</u>	<u>Price</u>
0158517	01-201-25-240-402	\$26,064.90

Please make funds available.. If you have any questions please feel free to contact me. Thanks

Patrice Lambert, Principal Buyer, RPPS
City of Jersey City * Division of Purchasing
1 Journal Square Plaza, 2nd Floor
Jersey City, NJ 07306
Phone #: 201-547-4694
Fax #: 201-547-6585
Main #: 201-547-5156
Email: Lambertp@jcnj.org

SAVE THE TREES
Print Only If Necessary

CITY OF JERSEY CITY

RESOLUTION:

VENDOR: *Gold Type Business Machines Inc*

RESPONDENT'S CHECKLIST

Item	Responsible Party	AA/WBE 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 <i>Cert 2-11-84</i>	✓	✓
H. Business Registration Certificate	✓	✓
I. Original signature(s) on all required forms.	✓	✓

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

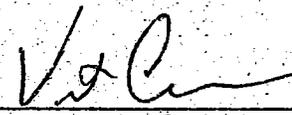
CITY OF JERSEY CITY ss:

I certify that I am Vincent Croner, CFO

Of the firm of Gold Type Business Machines 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) 

Print name Vincent Croner

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY December 1, 2011

NOTARY PUBLIC OF Monica K. Lewis

MY COMMISSION EXPIRES: Monica K. Lewis
an Attorney At-law of the State of New Jersey
authorized to administer this oath pursuant
to NJSA 41:2-1

**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 Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/1/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines 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: Gold Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: Vincent Craven Date: 12/1/11

Subscribed and sworn before me
this 1 day of December 2011.
My Commission expires:

[Signature]
Vincent Craven (Affiant)
(Print name & title of affiant) (Corporate Seal)

Monica K. Lewis
Monica K. Lewis
an Attorney-At-Law of the State of New Jersey
authorized to administer this oath pursuant
to NJSA 41:2-1.

**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.

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

OR

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. First row contains Richard Piccolti and Patrick Collins.

Subscribed and sworn before me this 1 day of December 2011. Notary Public: Monica K. Lewis. Affiant: Vincent Cloper CFO.

an Attorney-at-law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS**

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

<NAME OF CONTRACTING AGENCY>

City of Jersey City

Part I - Vendor Affirmation

Maech The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Gold Type 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 12/1/11 contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City of Jersey City* <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
<i>Richard Picotti</i>	<i>71 Ridge Rd, Rutherford NJ 07070</i>
<i>Patrick Collins</i>	<i>700 Apple Ridge Rd, Franklin Lakes, NJ 07417</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: *Gold Type Business Machines Inc*

Signature of Affiant: *[Signature]* Title: *CFO*

Printed Name of Affiant: *Vincent E. Roman* Date: *12/1/11*

Subscribed and sworn before me this *1* day of *December*, 2011 *Monica K. Lewis*
 My Commission expires: *Monica K. Lewis*
 an Attorney-at-law of the State
 of New Jersey authorized to administer
 this oath pursuant to N.J.S.A. 41:2-1

[Signature]
 (Witnessed or attested by)
 (Seal)

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

<NAME OF CONTRACTING AGENCY>

City of Jersey City

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Richard Powell	71 Ridge Rd, Rutledge, MS 38770	82
Patricia Collins	280 Apple Ridge Rd, Franklin Lakes, MS 37417	18

SIGNATURE: _____

Vincent C. Brown
Vincent C. Brown

TITLE: _____

CPE

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

December 1 OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20

Monica K. Lewis
Monica K. Lewis

An Attorney-at-law of the State of New Jersey authorized to administer this oath

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL). Pursuant to N.J.S.A. 17:27

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

EXHIBIT A

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Wincent Brown CFO

Representative's Signature: [Handwritten Signature]

Name of Company: Gold Type Business Machines Inc

Tel. No.: 201-935-5090 Date: 12/1/14

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

The contractor and the City of Owsey 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.

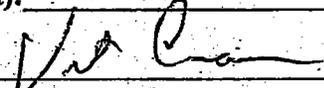
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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): Vincent Cronin CFO

Representative's Signature: 

Name of Company: Gold Type Business Machines Inc.

Tel. No.: 201 935-5050 Date: 12/1/11

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: Gold Type Business Machines Inc

SIGNATURE: Vincent Croner DATE: 12/1/11

PRINT NAME: Vincent Croner TITLE: CEO

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: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5090

Contact Name: Vin Clowen

Please check applicable category :

- Minority Owned
- Minority & Woman Owned
- Woman Owned
- Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 12-613

Agenda No. 10.Y

Approved: AUG 01 2012

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING AN 87 FOOT LOADING ZONE AT 195 FIRST STREET BEGINNING 67 FEET EAST OF MANILA AVENUE, MONDAY THROUGH THURSDAY, 6:00 A.M. TO 7:00 P.M. , FRIDAY, 6:00 A.M. TO 3:00 P.M. AND SUNDAY, 10:00 A.M. TO 2:00 P.M.

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

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

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

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 12-035) be promulgated designating a loading zone at the location described therein.

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

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

(Reg. 12-035) First Street, south side, beginning 67 feet east of Manila Avenue and extending to a point 87 feet easterly, Monday through Thursday, 6:00 a.m. to 7:00 p.m., Friday, 6:00 a.m. to 3:00 p.m. and Sunday, 10:00 a.m. to 2:00 p.m.

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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 12-035

June 21, 2012

**LOADING ZONE REGULATION
DESIGNATED**

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

195 FIRST STREET – SOUTH SIDE

Beginning at a point approximately 67 feet east of Manila Avenue and extending to a point 87 feet easterly therefrom.

Time: Monday through Thursday

6:00 a.m. to 7:00 p.m.

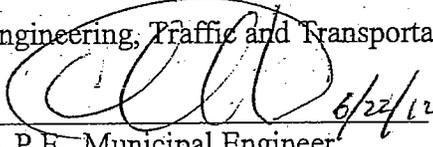
Friday

6:00 a.m. to 3:00 p.m.

Sunday

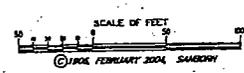
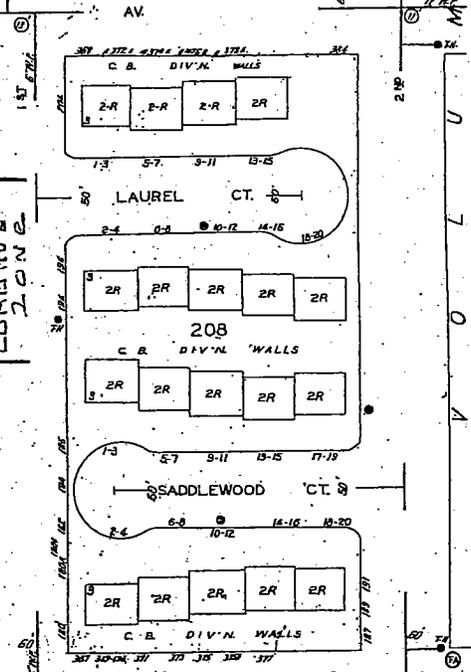
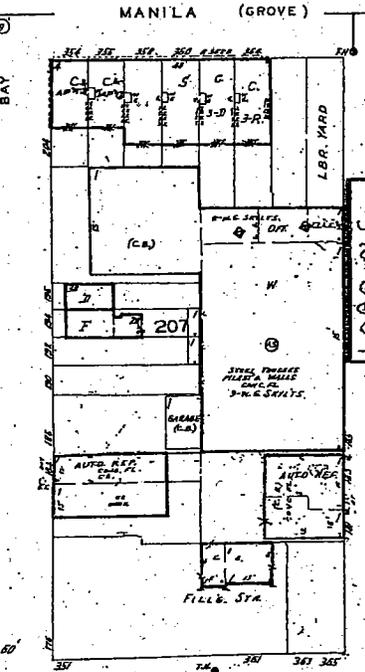
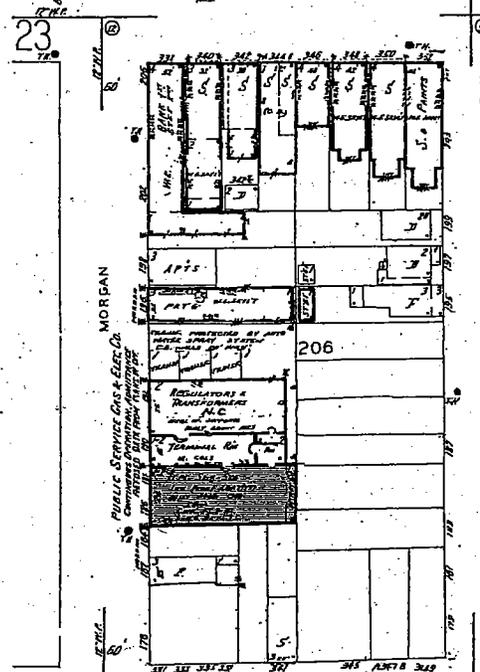
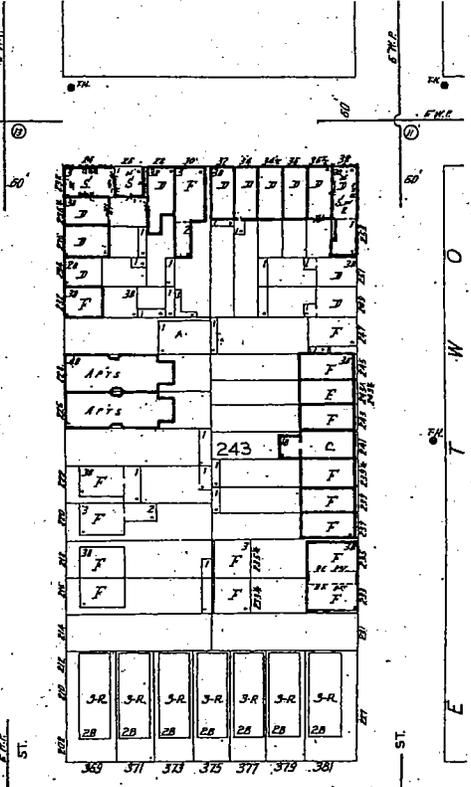
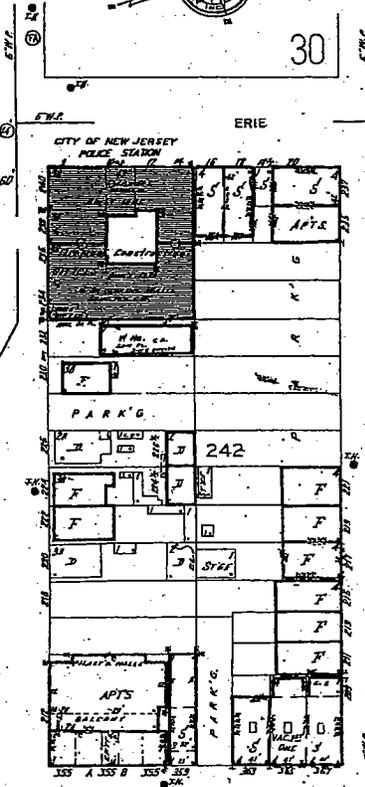
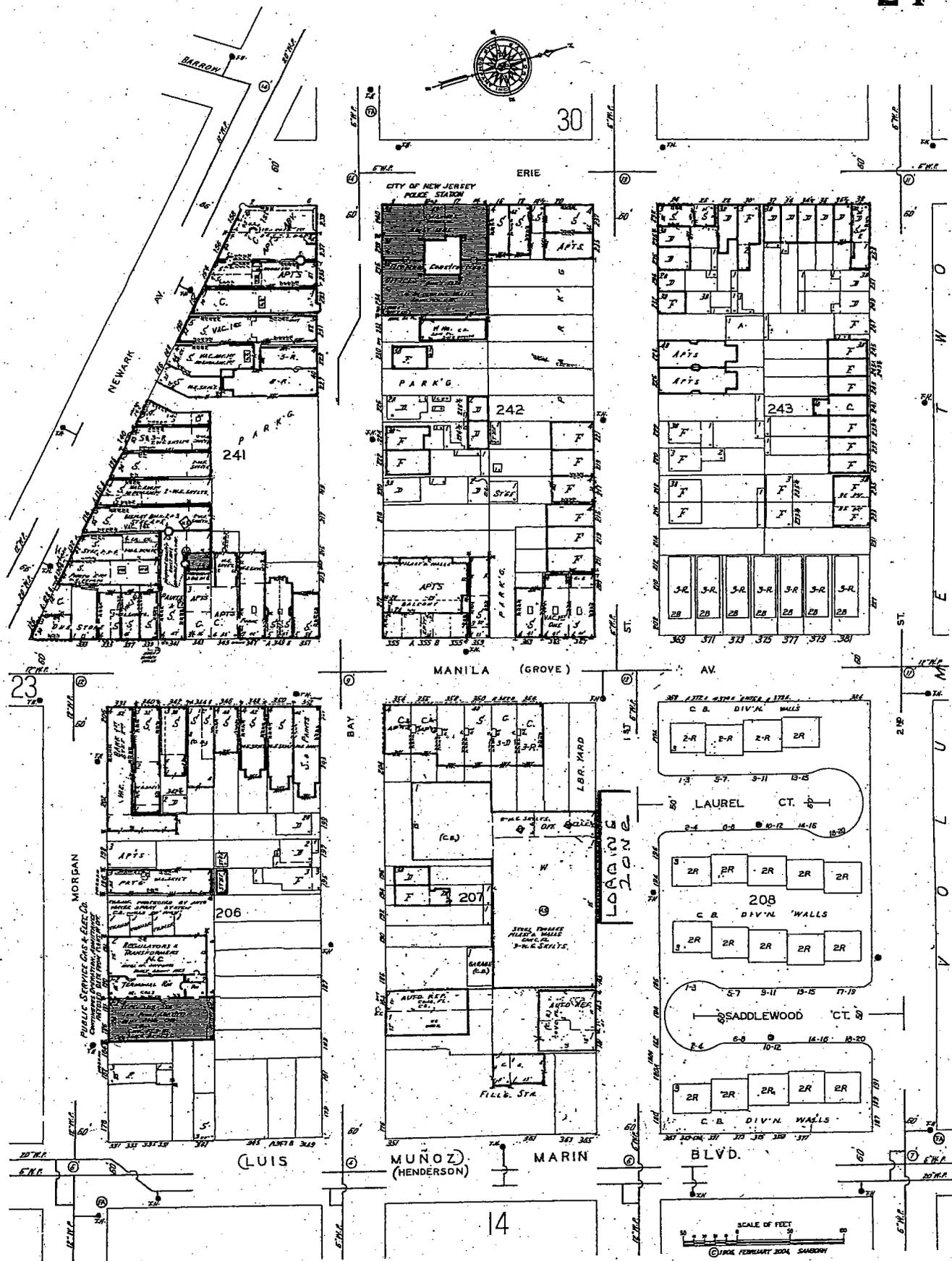
10:00 a.m. to 2:00 p.m.

Division of Engineering, Traffic and Transportation


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

Approved by Municipal Council Resolution:

Date: _____



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

City Clerk File No. Res. 12-614

Agenda No. 10.7

Approved: AUG 01 2012



TITLE:

RESOLUTION APPOINTING ROBERT KAKOLESKI AS THE ACTING DIRECTOR OF THE JERSEY CITY POLICE DEPARTMENT

COUNCIL

Offered and Moved Adoption of the Following Resolution:

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

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

WHEREAS, Mayor Jerramiah T. Healy reviewed the qualifications of Robert Kakoleski and by letter appointed him as the Acting Director of the Police Department for a 90 day term commencing May 21, 2012; and

WHEREAS, having considered Robert Kakoleski's high level of performance, and in view of the fact that, as Police Director, he is engaged in sensitive ongoing negotiations with several of the police unions, the Police Chief believes that it would be imprudent and reckless to change directors, at least until negotiations are concluded; and

WHEREAS, accordingly, the Mayor recommends to the Municipal Council that Robert Kakoleski's term as Acting Director of the Jersey City Police Department, be extended for an additional period of 6 months.

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

The appointment of Robert Kakoleski as the Acting Director of the Jersey City Police Department for an additional term of 6 months to expire on February 21, 2013, is hereby approved.

JM/he

7/24/12

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/1/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO		✓	
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

CITY OF
JERSEY CITY

OFFICE OF THE MAYOR
JERSEY CITY, NJ 07302

TEL. (201) 547-5200
FAX (201) 547-4288



July 26, 2012

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

RE: Appointment of Robert J. Kakoleski as Acting Director of Police

Dear Council President and Members:

I concur with Chief Comey's recommendation (see letter attached) and respectfully request that you pass the attached resolution appointing Robert J. Kakoleski as Acting Director of Police for a period of six months. His current appointment expires on August 17, 2012.

Robert J. Kakoleski will receive an additional \$10,000 as compensation for handling these additional duties.

Very truly yours,

A handwritten signature in black ink, appearing to read 'JA Healy', is written over the typed name.

JERRAMIAH T. HEALY
Mayor

JTH/he

cc: Robert Byrne, City Clerk



HON. JERRAMIAH HEALY
MAYOR

JERSEY CITY POLICE DEPARTMENT
OFFICE OF THE CHIEF

8 Erie Street
Jersey City, New Jersey 07302
201-547-5301 Fax 201-547-4913



THOMAS COMEY
CHIEF OF POLICE

Honorable Mayor Jerramiah T. Healy
280 Grove Street
Jersey City, New Jersey 07302

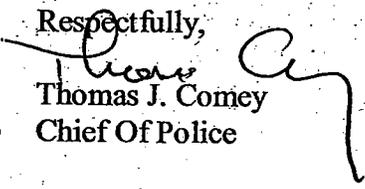
Dear Mayor Healy,

I am writing to update you on the the status of the contract negotiations with both the POBA and the PSO. Without going into specific details of the talks, I can say that the talks have been both productive and amicable. There have been several meetings in the past with a schedule for future negotiations. With continued efforts, this can be resolved in a manner that will be satisfactory to both parties.

As such, I am requesting that acting director Robert Kakoleski be reappointed for an additional six months, which coincides with the conclusion of the current collective bargaining agreement. I feel that any change in leadership will have a detrimental effect on not only the progress that has been made but will also halt future advancements.

Mr. Kakoleski has been an invaluable asset during negotiations. Your support and the support of the city council in extending his term as acting director will go along way in reaching a resolution that is satisfactory for the adminsitration and the citizens of Jersey City.

Respectfully,


Thomas J. Comey
Chief Of Police

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

City Clerk File No. Res. 12-615

Agenda No. 10.7.1

Approved: AUG 01 2012

TITLE:



RESOLUTION AWARDING A CONTRACT TO FAIRFIELD MAINTENANCE INCORPORATED FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS FOR THE POLICE DEPARTMENT/HEADQUARTERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Police is in need of a removing underground storage tanks at 8 Erie Street Police Headquarters; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited (3) quotes and were able to obtain two (3) proposals, with the lowest responsible being that from Fairfield Maintenance Incorporated, 4 Commerce Road, Fairfield, New Jersey 07004 in the total amount of **Twenty Eight Thousand, Six Hundred Seventy Three Dollars (\$28,673.00)**; and

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

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

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

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

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

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

WHEREAS, funds in the amount of \$28,673.00 are available in the **General Capital/Infrastructure Improvement Fund**; and

Account	PO #	Total Contract
04-215-55-863-990	107302	\$28,673.00

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

- 1) The Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with Fairfield Maintenance Incorporated to remove underground storage tanks for a total contract amount not to exceed \$28,673.00;

(Continued on page 2)

City Clerk File No. Res. 12-615

Agenda No. 10.Z.1 AUG 01 2012

TITLE:

RESOLUTION AWARDING A CONTRACT TO FAIRFIELD MAINTENANCE INCORPORATED FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS FOR THE POLICE DEPARTMENT/HEADQUARTERS

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$28,673.00 are available in the **General Capital/Infrastructure Improvement Fund** for payment of this resolution.

Account	PO #	Total Contract
04-215-55-863-990	107302	\$28,673.00

Peter Folgado
Director of Purchasing, OPA,RPPO

Donna Mauer
Chief Financial Officer

PF/pv
7/26/12

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/1/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

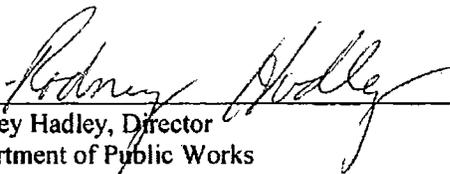
DETERMINATION OF VALUE CERTIFICATION

I, Rodney Hadley, of full age, hereby certify the following:

1. I am the Director of the Department of Public Works.
2. The City needs to remove underground storage tanks at Jersey City Police Headquarters, 8 Erie Street, Jersey City, New Jersey 07302.
3. The City informally solicited quotations for these services.
4. The administration's recommendation is to award a contract to Fairfield Maintenance Incorporated.
5. The cost of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

7/26/12


Rodney Hadley, Director
Department of Public Works

P.O. NO.		107302		VENDOR NAME		FAIRFIELD MAINTENANCE		PREFERRED TANK		PRIDE ENVIRONMENTAL	
REQ. NO.		158863									
DIV/DEPT		ENGINEERING									
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	UNDERGROUND TANK	1	EA	\$ 28,673.00	\$ 28,673.00	\$ 29,940.00	\$ 29,940.00	\$ 22,006.00	\$ 22,006.00		
3	REMOVAL										
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
	SUB-TOTAL				\$ 28,673.00		\$ 29,940.00		\$ 22,006.00		\$ 22,006.00
	SHIPPING/HANDLING				\$ -						
	TOTAL				\$ 28,673.00		\$ 29,940.00		\$ 22,006.00		\$ 22,006.00

PRIDE ENVIRONMENTAL THOUGH THE LOWEST, THEIR PROPOSAL DID NOT INCLUDE THE ENVIRONMENTAL OVERSIGHT, UST CLOSURE SAMPLING, REPORT & SIDEWALK RESTORATION AS REQUIRED.

Peter Folgado

From: Lichuan Wang
Sent: Wednesday, July 25, 2012 4:07 PM
To: Peter Folgado
Cc: Rodney Hadley; Donna Mauer; Robert Byrne; Dawn Odom; Silendra Baijnauth; Chuck Lee; Jeffrey D. Reeves; John Kelly
Subject: Underground Oil Tank Removal at 8 Erie Street
Attachments: Engineering 7.24.12.pdf; Signed Cost Proposal 7.29.12.pdf; Proposal by Pride Environmental 7.02.12.jpg; Proposal by Preferred Tank Service 6.28.12.pdf; Jersey City - EEO Affirmative Action Forms.pdf; Jersey City- Political Cont. Disclosure Forms.pdf; Crossed Requisition 7.11.12.pdf

Peter:

Engineering Div. is proposing to remove the underground oil tank at 8 Erie Street. We accepted the proposal from Fairfield Maintenance Inc. with the cost of \$28, 673.00. Please see the attached files for this project.

Please note that the requisition has been revised with the latest unit price.

If you have any question, please email or call me at 5072.

Thanks.

Lichuan Wang, P.E.
Principal Engineer
Div. of Engineering
City of Jersey City
T: 201-547-5072

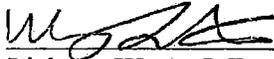
CITY OF JERSEY CITY
Division of Engineering, Traffic & Transportation
MEMORANDUM

DATE: July 24, 2012
FROM: Lichuan Wang, P.E.
TO: Peter Folgado, Director of Purchasing
SUBJECT: Jersey City Project No. 12-016
Underground Storage Tank (UST) at 8 Erie Street

This Division requested three (3) cost proposals to remove the UST for the above mentioned project. Pride Environmental Services, Inc. offered the lowest cost for this project. However, the proposal did not include the environmental oversight, UST closure sampling, report and sidewalk restoration as required in the proposal solicitation. Subsequently, this proposal is not being considered. Fairfield Maintenance, Inc. offered the second lowest proposal with a cost of \$28,673.00. Our Division approved and accepted this proposal (see enclosed the signed cost proposal).

Also, attached please find copies of the other two cost proposals and Fairfield Maintenance, Inc. paper work including the pay-to-play forms for your review. The total encumbrance amount for this service is \$34,407.60 including 20% contingency. This cost is to be funded under engineering capital account 04-215-55-863-990 and as per a previously transmitted purchase requisition. Please assign the appropriate purchase number.

Please call us at 201-547-4411 if you have any questions or need additional information.


Lichuan Wang, P.E.
Principal Engineer


Chuck F. Lee, P.E.
Municipal Engineer

Cc: Jeffrey D. Reeves, P.E., Assistant City Engineer
Rodney Hadley, Director, DPW
Donna Mauer, Chief Financial Officer
Robert Byrne, City Clerk
Dawn Odom, Supervising Administrative Analyst
Silendra Bajnauth, Fiscal Officer
File

Proposal and Contract

61 Charles St.
Jersey City, NJ 07307



**Environmental
Services Inc.**

Office
(201) 963-8866
Fax
(201) 963-8861

Buyer (s) To:

*City of Jersey City
8 Erie Street
Jersey City, NJ 07302*

Date:

07/02/12

**Proposed
Work**

The undersigned contractor proposes to furnish all materials and perform all labor necessary to complete the following.

We will cut, clean, and remove a 550 gallon oil tank and an 8000 gallon oil tank from 8 Erie Street, Jersey City, NJ 07302. We will fill the voids back to grade level capacity with soil and 3/4 stone. All lines pertaining to the tanks will also be removed. Materials will be disposed of properly. All work will be done in accordance with NJ DEP guidelines and regulations in a safe and expeditious manner. Certifications and permits are included in this proposal.

* A police officer will be required for removal of the tanks as well as backfilling and will be paid \$55 per hour.
*Concrete replacement will be done by another contractor; it is not a part of this contract.

- 550 Gallon Oil Tank Removal: \$4,163.00
- 8000 Gallon Oil Tank Removal: \$17,843.00

Price

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the

Sum of:

— Twenty-Two thousand And Six —

Dollars

(\$ 22,006.00)

Payments

Payments to be made:

XX

Payment is due upon completion.

**Changes, Extra
Charges**

Any change from the above specifications involving extra cost of material or labor will only be executed upon written orders for them. There will be extra charges for changes. All agreements are to be made in writing.

Contractor

PRIDE ENVIRONMENTAL SERVICES INC.

By

Contractor's signature

To the Contractor: You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I (we) (they) agree to pay the amount mentioned in the proposal according to its terms.

Accepted by Buyer (s) on

[Empty box for Date]

Date

[Empty box for Buyer's signature]

Buyer's signature

Preferred Tank Services

Preferred Environmental Services, LLC

177 Sargeant Avenue
Clifton, NJ 07013

(973) 470-4044
(800) 924-8265

June 28, 2012

Department of Public Works
575 Route 440
Jersey City NJ 07305
Attn: Lichuan Wang

Re: Proposal for UST removals (550 and 8000-gallon)
Jersey City Police Headquarters
8 Erie Street Jersey City, NJ

Dear Mrs. Wang,

Preferred Tank Services (PTS) has been requested to prepare a proposal and cost estimate for the removal of two Underground Storage Tanks (USTs) with capacities of 550 and 8,000-gallons at the above address. The USTs are assumed to contain #2 fuel oil. The City of Jersey City would like to remove these USTs from the property. This scope of work and cost estimate is based on correspondence from the City provided via email.

SCOPE OF WORK

The following work is necessary to remove two USTs located at the above referenced address. This work includes the removal of two USTs with a capacity to be of 550 or 8000-gallon capacity. Prior to starting work, PTS will prepare the necessary closure paperwork and submit to the NJDEP. PTS will also obtain the local permit from the City of Jersey City. Following the issuance of all permits, PTS will mobilize to the site.

Initially, PTS will remove and segregate the overlying concrete and the overburden soil. PTS will then expose the UST to allow for the liquid contents to be vacuumed out. PTS will then cut, clean and enter the UST to remove any liquids and/or sludge material. The tank will be cleaned to bare steel and inspected for any corrosion holes. PTS will arrange for an inspection by the City of Jersey City. If the UST is found to not maintained its' integrity the NJDEP will be contacted and a case number will be obtained. The UST and the associated piping will be disposed of according to applicable regulations.

If there are no indications of a release, PTS will collect the appropriate number of closure samples and one piping sample to be analyzed for Extractable Petroleum Hydrocarbons (EPH) Category 1. Following the receipt of final laboratory analytical data and all necessary paperwork, a UST Closure Report, a Case Inventory Document (CID) and a Preliminary Assessment and Site Investigation Reporting Form will be prepared for review. This proposal does not address soil

remediation or groundwater investigation. Further, this proposal does not address shoring or structural support.

PES is available to start work one week following the issuance of a local permit. The permitting process can commence upon receipt of the authorization to proceed from the City of Jersey City.

ESTIMATED COSTS

Local Permit Acquisition Fee	\$500
Mobilization/Demobilization, lump sum	\$500
Traffic Control/Flagman, est. 24 hours @ \$45/hour	\$1080
*NJDEP Permit Fee, Closure Notice, UST Closure Form (includes NJDEP fee)	\$3000
Project Management, lump sum	\$500
Excavator/Operator, est. 3 days @ \$1750/day	\$5250
Dump Truck/Driver, est. 3 days @ \$900/day	\$2700
(2) Laborers, est. 24 hours @ \$55/hour	\$2640
Vac Truck, est. 12 hours @ \$135/hour	\$1620
Liquid Disposal, est. 1000 gallons @ \$0.99/gallon	\$990
Certified Clean Material, est. 70 tons @ \$28/ton	\$1960
Jumping Jack Compactor, est. 1 day @ \$75/day	\$75
Concrete Disposal, est. 3 loads @ \$375/load	\$1125
Service Vehicle, est. 1 day @ \$125/day	\$125
NJDEP Certified Subsurface Evaluator, est. 8 hours @ \$90/hour	\$720
EPH Cat 1 Soil Sample Analysis, est. 10 samples @ \$150/sample	\$1500
Photo Ionization Detector, \$75 lump sum	\$75
UST Closure Report/NJDEP forms, lump sum	\$3500
Sidewalk Restoration, est. \$2500	\$2500
Base Price (Does not include liquid/sludge disposal)	\$29940

Notes

If soil sample results (EPH Category 1) exceed 1,000 ppm and are less than 5,100 ppm, the NJDEP requires an additional analysis be conducted for Base Neutrals (BN+15). Contingent BN+15 samples are billed at \$275/sample.

The attached rate sheets list the prices for various options that may be considered. Any options or additions beyond the scope of work listed herein will be billed at the rates listed. PTS will prepare a proposal to address the specific tasks if the change in scope requires. Authorization to proceed and the payment of the retainer will be required for additional site work to commence.

This proposal does not address the remediation of contaminated soils. This proposal also does not address the investigation or remediation of groundwater. A separate proposal will be prepared to address separate phases of work if necessary. The proposal also does not address any liquid disposal as the quantity of material to be removed and disposed from the UST is unknown.

CONSIDERATIONS

In the event that during the course of activities a private utility / underground line is damaged and in need of repair, then the cost associated with the repair will be passed along to the client. When necessary to enter driveways or enter private property we do so at the customer's risk and are not responsible for damage resulting there from. The customer understands that any ingress and egress of heavy equipment will cause damage to existing lawns, shrubs, plants, sidewalks and driveways.

The terms and conditions for this proposal are attached. To begin the Scope of Work outlined above please execute this contract, upon acceptance, and return the final page to our office via **FAX (973) 470-8644**. Invoices will be billed as field activities are completed (please make checks payable to 'Preferred Tank Services'. Terms and conditions are attached. The prices provided in this proposal are valid for ninety-days from the date of issue.

Thank you for considering Preferred Tank Services. If you have any questions please contact me at 973-470-4044.

Sincerely,

Scott M. Myers
Project Manager
Preferred Tank Services

Authorization to proceed with above services:

ACCEPTANCE

DATE

Proposal #061212smm035rev2

Fairfield Maintenance, Inc

Petroleum Equipment Specialists

4 Commerce Road • Fairfield, NJ 07004
(973) 227-5434 fax (973) 227-2527
www.fairfieldmaintenance.com
info@fairfieldmaintenance.com

Proposal

Page 1 of 2
Date
Proposal #

6/29/2012
10536

Customer Terms
Prices good till
Sales Rep
Requested By
Customer Tel
Customer Fax

See Below
7/29/2012
Lance Sisco
Lichuan Wang
(201) 547-5072

Customer

CITY OF JERSEY CITY
DEPT. OF ADMIN. (DIV. OF ENG.)
575 ROUTE #440
JERSEY CITY NJ 07305

Job Site

CITY OF JERSEY CITY
POLICE STATION
8 ERIE STREET
JERSEY CITY NJ

ATTN: LICHUAN WANG
PHONE #201-547-5072
EMAIL: Lichuan@cnj.org

CC: JTregidgo@DresdnerRobin.com

WE ARE PLEASED WITH THE OPPORTUNITY TO SUBMIT PRICES ON THE BELOW SCOPE OF WORK:

Pursuant to Mr. John F. Tregidgo's scope of work email dated 6/26/12.

FURNISH ALL NECESSARY LABOR, MATERIAL AND EQUIPMENT TO:

500 Gallon Tank Located On Bay Street Side of Building:

- 1). Saw cut, break out and dispose up to 100 sq. feet of concrete sidewalk over existing underground 550 gallon diesel generator tank.
- 2). Excavate, remove and dispose of 550 gallon diesel generator tank, vent line and 1" dia. suction line to face of exterior foundation. (Tank is buried 7' deep, invert of tank 11').
- 3). Backfill excavation with excavated earth based on no contamination encountered.
- 4). Backfill tank cavity with certified clean material. (4 Tons DGA-3/4" shoulder stone included).
- 5). Place down 8" thick DGA under new sidewalk.
- 6). Replace disturbed concrete sidewalk with new up to 100 sq. feet, 4" thick Class "B", 4000 Lb. concrete.

8000 Gallon Heating Oil Tank:
(Located on Erie Street Side of Building)

- 1). No fill riser on tank to grade in sidewalk, only vent riser alongside of building.
- 2). Saw cut, break out section of existing concrete sidewalk in front of building, 16'W x 25'Lg (400 Sq. Ft.).
- 3). Dispose of disturbed concrete off property.
- 4). Excavate, remove and dispose of existing tank off site.
- 5). Backfill tank cavity with certified clean 3/4" shoulder stone (Total 56 Tons).
- 6). Backfill remaining tank removal excavation with excavated earth.
- 7). Remove and dispose of any product piping to edge of exterior wall of building.
- 8). Replace disturbed concrete sidewalk 4" thick 4000 Lb. Class "B" concrete.
- 9). Dispose of up to 1000 gallons of non-hazardous aqueous waste.

FOR THE SUM OF \$22,838.00

Fairfield Maintenance, Inc

Petroleum Equipment Specialists

4 Commerce Road • Fairfield, NJ 07004
(973) 227-5434 fax (973) 227-2527
www.fairfieldmaintenance.com
info@fairfieldmaintenance.com

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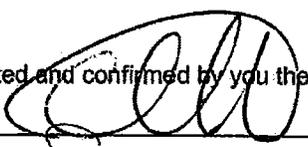
SPECIAL NOTES:

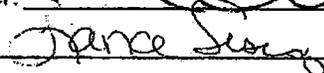
- A). Fairfield Maintenance Inc. to obtain local tank removal and sidewalk permit. Permit fee's waived. We would need copy of NJDEP Tank Closure Permit.
- B). We had given Applied Earth Solutions Inc. (Environmental Company) information to submit prices directly to City of Jersey City in lieu of incorporating same with our estimate to save City of Jersey City monies.
- C). Traffic control will be needed for this project. We will hire Jersey City Police Officer for traffic control. cost of police officer is \$55.00/Hour/Each. Pursuant to meeting onsite, Fairfield Maintenance, Inc. is not allowed to place a profit on same, we will invoice actual amount per officers " City of Jersey City" charges us. Most likely five (5) - days, two (2) - police officers per day.
- D). If any soil contamination is encountered and must be stockpiled on property or City of Jersey City owned property, placed on 6 mil plastic and covered with same.
- Da). If any 6 mil plastic (20 x 100 roll) is utilized, same will be invoiced @ \$94.00/Roll.
- Db). If a 30 yard dumpster is utilized to place contaminated soils into temporarily.
PLEASE ADD \$ 95.00/DAY
PLUS BOBE & DEMOBE ON DUMPSTER \$ 475.00/EACH
- E). To replace contaminated soils with certified clean material.
PLEASE ADD \$ 38.00/TON
- F). If contaminated soils are encountered and disposal become necessary, prices will be submitted at such time of known quantities and contents.
- G). Fairfield Maint. Inc. is not responsible for unmarked underground utilities, any damage occurring during the removal of underground tanks and piping will be repaired at an additional expense to owner. Fairfield Maint., Inc. will obtain opening permit number 96 hours prior to excavation.
- H). To replace additional disturbed concrete sidewalk, above 100 sq. ft. (Break out and replacement).
ADD THE SUM OF \$ 8.75/PER SQ. FT.
- I). Above prices do not include removal of bottom concrete tank support pad if tank is found to be anchored and soil contamination found under same.
- J). Above price is based on no subsurface waters encountered.
- K). Any additional liquids, above 1000 gallons will be invoiced @ .48/Gallon All documented on liquid manifest.

TAX EXEMPT

PAYMENT: RELEASE OF PO#, NET 30 DAYS

This proposal is accepted and confirmed by you the "Purchaser" and Fairfield Maintenance the "Seller":

Purchaser:  Date: 7/23/12

Seller:  Date: 6/29/12

The acceptance of this proposal is subject to all the Terms and Conditions on the face, reverse side and or attached. This proposal shall become a contract when signed and delivered by purchaser to seller and accepted and signed by seller. The purchaser represents that he is the real property owner or an authorized representative of the owner and has full authority to act in matters relating to the performance of this agreement at the above referenced job site property.

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Customer Terms
Prices good till
Sales Rep
Requested By
Customer Tel
Customer Fax

See Below
8/1/2012
Lance Sisco
Lichuan Wang
(201) 547-5072

Customer

CITY OF JERSEY CITY
DEPT. OF ADMIN. (DIV. OF ENG.)
575 ROUTE #440
JERSEY CITY NJ 07305

Job Site

CITY OF JERSEY CITY
POLICE STATION
8 ERIE STREET
JERSEY CITY NJ

ATTN: LICHUAN WANG
PHONE #201-547-5072
EMAIL: lichuan@jcnj.org

WE ARE PLEASED WITH THE OPPORTUNITY TO SUBMIT PRICES
ON THE BELOW SCOPE OF WORK

In conjunction with our proposal #10536 dated 6/29/12.

ENVIRONMENTAL:

Provide the following cost proposal to provide environmental consulting services to conduct an environmental site investigation at the above referenced site. We understand that the scope of work would involve the closure of one (1) - 8,000 gallon regulated heating oil-Underground Storage Tank (UST) and one (1) - 550 gallon emergency generator diesel fuel UST at the above referenced location. The scope of work was based on the "Request for Proposal" which was prepared by Dresdner Robin, dated June 26, 2012. The proposed scope of work and cost estimate is as follows:

SCOPE OF SERVICES:

Once retained, prepare and submit to the NJDEP, a UST Closure Notification to the NJDEP. We understand that the City has already retained a Licensed Site Remediation Professional (LSRP) to oversee the project and issue the Response Action Outcome (RAO). Provide a NJDEP Subsurface Evaluator to conduct the required site investigation. The assessment includes field screening of soils with a calibrated photo ionization detector (PID), digital photographs, and the collection of soil samples for laboratory analysis. All work is conducted in accordance with the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and all applicable guidance documents.

It is our understanding that the diesel UST has a listed capacity of 8000 gallons and a length of 21'4". Soil samples are collected every five (5') feet along the centerline of the tank, which will require the collection of five (5) soil samples from below the 8,000 gallon UST. The second UST has a listed capacity of 550 gallons and a length of 5'5" which will require the collection of two (2) - soil samples from below the 550 gallon UST. If groundwater is present soil samples would be collected from six inches above the saturated zone.

Soil samples are also required to be collected from all product piping associated with the UST. Samples are required to be collected at a frequency of one (1) sample per each 15' feet of piping. One (1) - sample would be collected from below the three (3') foot section of product piping for the 550 UST and one (1) - from the less than fifteen (15') feet of piping for the 8,000 gallon UST.

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All samples will be collected following current NJDEP requirements. Samples from the tank excavation will be analyzed by a NJ Certified Laboratory and analyzed for Extractable Petroleum Hydrocarbons (Non-Frac) with contingent analysis for Naphthalene's, with a one (1) week turnaround.

Upon receipt of the laboratory data, prepare and submit the Closure Report / Site Investigation to the NJDEP. The report will include an analytical summary tables, site diagrams and UST closure documentation as required. Since the subject site is considered commercial, all data must be submitted in an electronic format. Also prepare the Case Inventory Document (CID), and required PA/SI form which will be submitted to the designated LSRP for their issuance of a Response Action Outcome (RAO), if applicable.

EFFECTIVE NOVEMBER 4, 2009, A LICENSED SITE REMEDIATION PROFESSIONAL MUST HAVE DIRECT OVERSIGHT OF UST SITE INVESTIGATION ACTIVITIES.

FEE'S:

PROJECT MANAGMENT / UPDATE UST REGISTRATION & UST CLOSURE PERMIT	\$ 575.00
SITE ASSESSMENT / COLLECTION OF SOIL SAMPLES BY NJ GEOLOGIST OVERSIGHT / SAMPLE COLLECTION 16 HRS. @ \$90.00/HR....	\$1,440.00
FIELD EQUIPMENT, PID, UTILITY VEHICLE AND SAMPLING SUPPLIES (2-DAYS) @ \$183.00/EA....	\$ 366.00

LABORATORY ANALYSIS: NINE (9) - SOIL SAMPLES FOR EPH (1-WEEK) @ \$110.00/EA.....	\$ 990.00
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PREPARATION OF UST CLOSURE / SITE INVESTIGATION REPORT / PA / SI FORM / CID	\$2,462.00
	<hr/>
	\$5,835.00

ASSUMES NO CONTAMINATION OR EXISTING CASE NUMBERS FOR SUBJECT TANKS.

IF EPH IS DETECTED ABOVE 1000 PPM, ADDITIONAL ANALYSIS FOR NAPHTHALENE'S WILL BE REQUIRED AT A COST OF \$ 205.00/EACH

OWNERS LSRP TO ISSUE RAO AND MAKE SUBMITTAL TO NJDEP. NAME AND LICENSE NUMBER OF LSRP MUST BE PROVIDED TO FAIRFIELD MAINTENANCE, INC. TO SECURE THE UST CLOSURE PERMIT. EXCLUDES SAMPLING OF FILL MATERIAL.

EXCLUDES ANY FEES FOR INITIAL UST REGISTRATION FEES. NJDEP REVIEW FEE FOR SITE INVESTIGATION REPORT / RAO IS \$900.00. (OWNER TO PROVIDE CHECK FOR SUBMISSION WITH SIR/RAO).

ASSUMES THERE IS NO EXISTING CASE NUMERS ASSOCIATED WITH THE SUBJECT TANK AND IF CONTAMINATION IS CONFIRMED, OWNER MAY ALSO BE REQUIRED TO COMPLY WITH PUBLIC NOTIFICATION AND OTHER REGULATIONS. COST TO BE PROVIDED IF NECESSARY.

IF ADDITIONAL SOIL SAMPLES ARE REQUIRED (DUE TO PIPING) ANALYSIS WILL BE CHARGED ACCORDING TO THE ABOVE REFERENCED UNIT PRICES. THE CLIENT WILL BE INVOICED FOR ACTUAL NUMBER OF SOIL SAMPLES COLLECTED.

IN ADDITION, IF SOIL REMEDIATION ACTIVITIES EXTEND BEYOND THE ESTIMATED TIME, WE WILL PROVIDE FIELD GEOLOGIST TO SCREEN THE

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IMPACTED SOILS AND DIRECT REMEDIATION AT A RATE OF \$90.00/HR.
AND \$183.00/DAY FOR RENTAL OF THE PID AND UTILITY VEHICLE.

SPECIAL NOTE:

A). WE WOULD NEED COPY OF EXISTING NJDEP UST REGISTRATION /
NUMBER, ETC...

TAX EXEMPT

PAYMENT:

PLEASE SIGN, DATE AND SEND BACK EXECUTED ESTIMATE WITH
RELEASE OF PURCHASE ORDER, NET 30 DAYS

This proposal is accepted and confirmed by you the "Purchaser" and Fairfield Maintenance the "Seller":

Purchaser: [Signature] Date: 7/23/12

Seller: [Signature] Date: 7/18/12

The acceptance of this proposal is subject to all the Terms and Conditions on the face, reverse side and or attached. This proposal shall become a contract when signed and delivered by purchaser to seller and accepted and signed by seller. The purchaser represents that he is the real property owner or an authorized representative of the owner and has full authority to act in matters relating to the performance of this agreement at the above referenced job site property.

TERMS AND CONDITIONS

- 1). The acceptance of this proposal is subject to all of the terms and conditions listed below and on the attached proposal page(s) hereof, including arbitration, all of which are accepted by you as "Purchaser" It supersedes Purchaser's order form or contract, if any. This proposal shall become a contract either (a) when signed and delivered by Purchaser to Fairfield Maintenance, Inc. ("Seller") and accepted in writing by Seller, or (b) at Seller's option, when Purchaser shall have given to Seller a deposit check, specifications, delivery dates, shipping instructions, or instructions to produce shop drawings, bill and hold as to all or any part of the material or scope of work herein described, or when purchaser has received delivery of whole or any part thereof, or when Purchaser as otherwise assented to terms and conditions hereof. All sales are expressly conditional on Purchaser's agreement to the standard terms and conditions hereinafter set forth. No additional or different terms apply unless expressly agreed to in writing by Seller. Seller hereby gives notice of its objection to any different or additional terms. The terms and conditions contained herein shall be binding upon the initial and upon all future orders.
- 2). Unless otherwise specified, payment terms cash on delivery (C.O.D.) of invoice. Any past due invoice shall be subject to the highest service charge and interest rate allowed by law. If in the Seller's sole judgment Purchaser's credit shall become impaired at any time, Seller shall forthwith have the right to hold all environmental reports, stop work and decline shipments hereunder except for cash in advance until such time as Purchaser's credit has been reestablished to Seller's satisfaction. Seller reserves the right to require full payment in cash before shipment or delivery. Seller, to the full extent permitted by law, reserves the right to reclaim goods where the Purchaser's credit has become impaired. All accounts must have an approved current (fully executed original) credit application on file.
- 3). Any controversy or claim arising out of or relating to the sale, installation or service of goods, materials, equipment, etc. from Seller to Purchaser, shall be settled by arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The venue of any such arbitration shall be White Plains, New York or Fairfield, New Jersey at Seller's sole choice. Cost of any arbitration fees and/or expenses shall be added to the outstanding amount due Seller in addition to interest and attorney fees. In any action commenced by Seller, whether on the arbitrator's award or otherwise, New Jersey State Law shall govern and Purchaser waives the defense of lack of personal jurisdiction.
- 4). All sales are made f.o.b. point of shipment. Purchaser has risk of loss after delivery by Seller at f.o.b. point. Shipping and installation dates, if any, are approximate and will be reckoned from the date the Seller has all the necessary information available which is required to process the order. Orders are accepted with the understanding that Seller is not obligated to make deliveries or installation any specific dates and assumes no liability for damages due to delays. If delivery dates are specified, they cannot be guaranteed and are estimates only. Seller shall not be liable for late deliveries or non-deliveries due to fires, floods, wars, governmental action, civil commotion, strikes, labor trouble or shortage, inability to procure raw materials, breakdown of machinery, inability to secure transportation facilities or equipment, acts of God or for any other cause beyond the Seller's control interfering with production, delivery, transportation or acceptance of its goods. Quantities so affected may be eliminated without liability, but the orders shall otherwise remain unaffected. If by reason of any such cause provided for herein the Seller's supply and materials specified in Purchaser's order shall be limited. Seller, shall have the right to allocate its available supply to any other Purchaser(s) without liability.
- 5). Proposals will not contain any federal, state or local sales tax, registrations and/or freight charges, unless expressly indicated otherwise in writing, and the tax and freight charge shall be added where applicable. Proposals on material, labor, installation and repair costs are subject to Federal, State or Municipal Taxes which may be in effect or which may be imposed prior to the actual shipment of materials and equipment.
- 6). The goods sold hereby are sold with all faults and "AS IS". All warranties, express or implied, including any warranties or merchantability, usage of trade and fitness for a particular use are disclaimed. Seller hereby disclaims any liability for defects of any nature whatsoever, including design defects and malfunctions that relate to performance or safety. The only warranty applying to products sold by Seller is the warranty provided by the manufacturer, if any. No claim of any kind, whether as to the work or services performed, equipment delivered or for non-delivery of equipment whether based on negligence or otherwise, shall be greater in amount than the purchase price of the equipment in respect of which such claim is made, and in no event shall Seller be liable for indirect or consequential damages, whether or not resulting from or caused by the negligence of Seller. No arbitration shall be brought by Purchaser for any breach of this agreement more than one (1) year after delivery of the equipment by Seller. Seller reserves the right to commence an arbitration seeking any payment due under this agreement up to six (6) years after Seller sends purchaser an invoice.
- 7). Unless otherwise stated proposals for any work requiring excavation does not include the costs associated with abnormal subsurface conditions. The following conditions, among others, are considered abnormal; presence of water, contaminated solids or liquids, frost, ledge rock, boulders greater than (1) cubic yard, loose soils causing cave-ins, presences of cinders or acid bearing soils which must be replaced, unforeseen foundations, sewers, water or electric lines not shown on owner furnished drawings, or any material rejected by local landfills thereby requiring solidification or other treatment. Any encounters with above abnormal conditions will be treated as an extra and will be invoiced to Purchaser at prevailing rates.
- 8). Purchaser is responsible for filling all underground storage tanks with liquid for ballast immediately upon setting tanks in excavations. The Seller shall notify the Purchaser when product will be needed. The Seller shall not be responsible for the contamination or loss of the product used for ballast in the event any tanks should float, due to lack of ballast, the Seller shall be held harmless.

- 9). Labor, start-up, training, materials and outside services for painting, electrical, concrete, blacktop or sewer work are not included in the scope of Seller's work unless specified.
- 10). All permits and registrations required for proposed work are to be furnished and paid for by Purchaser, unless otherwise stated in this proposal.
- 11). Seller's employees are covered by Workmen's Compensation insurance. Under this contract we will provide our standard insurance coverage. Once contract is signed, a certificate of insurance will be provided upon request.
- 12). Unless otherwise stated this agreement does not include any work involving the excavations, storage, removal, disposal pumping or handling of solid and/or liquid materials classified hazardous, or contaminated by Local, County, State or Federal Agencies. Without receipt of owner furnished governmentally approved soil and/or water sampling plans, Seller maintains the right to refuse excavation, removal, pumping or handling of any material with contaminated characteristics. Should such hazardous or contaminated materials encountered, prices for excavation, storage, removal, handling or disposal will be furnished upon receipt of proper analysis of said materials. Should delays in work performance be encountered due to the presence of contaminated or hazardous solids and/or liquids, delay charges for labor and equipment rentals will be forwarded to Purchaser at Seller's prevailing rates.
- 13). Seller reserves the right to substitute material equal to specifications. All work is to be completed in a workmanlike manner according to standard practices.
- 14). Any alterations or deviation from stipulated specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above this proposal. Extras will be invoiced to purchaser at prevailing rates.
- 15). Unless otherwise stated proposals include the removal and disposal of 100% steel underground storage tanks only. Proposals do not include disposal of fiberglass tanks and/or steel tanks with any internal linings or external coatings. Should these types of tanks be encountered, additional disposal costs will be invoiced as an extra to Purchaser at Seller's prevailing rates.
- 16). Unless otherwise stated, this agreement does not include the removal, storage handling or disposal of any liquids or sludge remaining in underground tanks, scheduled for removal. Contracted tanks for removal & disposal are assumed to be liquid freed by Purchaser prior to start of work. Should said liquids or sludge be encountered, additional handling and disposal costs will be invoiced as an extra to purchaser at prevailing rates.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FAIRFIELD MAINTENANCE INC.
Trade Name:
Address: 4 COMMERCE ROAD
FAIRFIELD, NJ 07004-1602
Certificate Number: 0106674
Effective Date: November 13, 2001
Date of Issuance: July 27, 2012

For Office Use Only:
20120727110436971

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

✓ Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

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

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

Representative's Name/Title (Print): ALBERT SISCO

Representative's Signature: _____

Name of Company: FAIRFIELD MAINT., INC.

Tel. No.: 973-227-5434 Date: 7/20/12

(REVISED 10/2011)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to-transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or "N/A".

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin, Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Not-Identified: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT, AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER STATE OF NEW JERSEY (SEE NON-REFUNDABLE FEE) TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 296

Trenton, New Jersey 08625-0296

Telephone No. (609) 292-5473

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.gov/eop/contract-compliance/eepf/aa302rns.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 22-1824783	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 18		
4. COMPANY NAME FAIRFIELD MAINTENANCE, INC.				
5. STREET 4 COMMERCE ROAD	CITY FAIRFIELD	COUNTY ESSEX	STATE NJ	ZIP CODE 07004
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		CITY	STATE	ZIP CODE
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 18				
10. PUBLIC AGENCY AWARDED CONTRACT				
City of Jersey City		Jersey City	Hudson	NJ 07305
Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	COL. 1 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	3	2	1							2						1
Professionals	0															
Technicians	3	3								3						
Sales Workers	1	1								1						
Office & Clerical	2		2													2
Craftworkers (Skilled)	4	4		1						3						
Operatives (Semi-skilled)	2	2								2						
Laborers (Unskilled)	1	1								1						
Service Workers																
TOTAL	16	13	3	1						12						3
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.															
	2	1	1							1						1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input checked="" type="checkbox"/> 1. Visual Survey <input 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
13. DATES OF PAYROLL PERIOD USED From: 7/11/12 To: 7/17/12		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) ROSE SISCO	SIGNATURE 	TITLE A/P MNG	DATE MO DAY YEAR 7 20 12		
17. ADDRESS NO. & STREET 4 COMMERCE RD.	CITY FAIRFIELD	COUNTY ESSEX	STATE NJ	ZIP CODE 07003	PHONE (AREA CODE, NO., EXTENSION) 973 - 227 - 5434

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
Rush Orange, NJ 07074

February 27, 1968

Reply to the attention of:

President

Dear:

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 1968.

We found no apparent deficiencies or violations of Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973 or of 41 USC 20121 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

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

Sincerely,

Area Office Director

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 3/10



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

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT-FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE	DRISON OF REVIEWER/ID#

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Tranton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

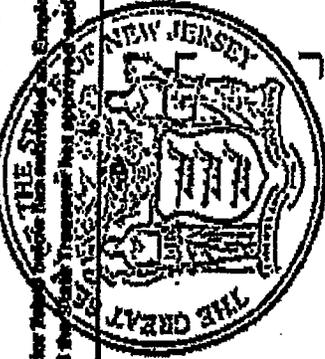
Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor has complied with the provisions of the Employee Information Report program in N.J.A.C. 17:27-5.7 of sep. and the State Treasurer has approved this report. This approval will remain in effect for the period of _____



State Treasurer

VOID

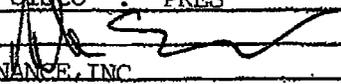
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the PRES of FAIRFIELD MAINT. 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): ALBERT SISCO : PRES
Representative's Signature: 
Name of Company: FAIRFIELD MAINTENANCE, INC.
Tel. No.: 973-227-5434 Date: 7/20/12



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026

KIM GAUDAGNO
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

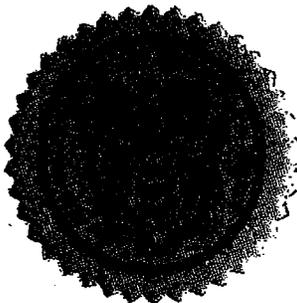
APPROVED *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **FAIRFIELD MAINTENANCE INC** as a **Category 3 & 5** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides
Assistant Director

Issued: April 24, 2012
Certification Number: 57185-20

Expiration: April 23, 2015

11/13/01

Taxpayer Identification# 221-824-783/000

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

FAIRFIELD MAINTENANCE INC.

TAXPAYER IDENTIFICATION#

221-824-783/000

ADDRESS

4 COMMERCE ROAD
FAIRFIELD NJ 07006

EFFECTIVE DATE:

02/16/67

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0106674

ISSUANCE DATE:

11/13/01



Director, Division of Revenue

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

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR**

TAXPAYER NAME: TAX REG TEST ACCOUNT

TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION: 870-0874821000

ADDRESS: 847 ROEBLING AVE
TRENTON, NJ 08611

CERTIFICATE NUMBER: 1093907

ISSUANCE DATE: 07/14/04

John S. Trully

This Certificate is NOT responsible for the payment of taxes. It must be accompanied and 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:
2804106-4112822553

**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 FAIRFIELD MAINTENANCE, INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding July 11, 2012 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract FAIRFIELD MAINTENANCE, INC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: FAIRFIELD MAINTENANCE, INC

Signed: [Signature] Title: PRESIDENT

Print Name: ALBERT SISCO Date: 7/16/12

Subscribed and sworn before me
this 16th day of July, 2012.

My Commission expires:

[Signature]
(Affiant)

ALBERT SISCO ; PRES.
(Print name & title of affiant) (Corporate Seal)

[Signature]
**ROSE MARIE B. SISCO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 27, 2016**

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

County Name:

NONE

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

NONE

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

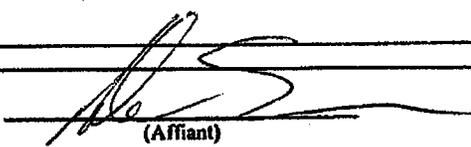
Check the box that represents the type of business organization:

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

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

Stockholders:

Name: ALBERT SISCO Home Address: 3 ETON DR. - N. CALDWELL, NJ 07006	Name: KAREN SISCO Home Address: 29 GREENBROOK RD. APT #77 FAIRFIELD, NJ 07004
Name: ROSE MARIE SISCO Home Address: 77 SCHWEINBERG DR. ROSELAND, NJ 07068	Name: Home Address:
Name: JOANN HORN Home Address: 10 SCHWEINBERG DR. ROSELAND, NJ 07068	Name: Home Address:

Subscribed and sworn before me this <u>16</u> day of <u>JULY</u> , 20 <u>12</u>  (Notary Public) My Commission expires: <u>MAY 27, 2016</u>	 (Affiant) <u>ALBERT SISCO : PRES.</u> (Print name & title of affiant) (Corporate Seal)
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**ROSE MARIE B. SISCO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 27, 2016**

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

Part I - Vendor Affirmation

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

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
ALBERT SISCO	3 ETON DRIVE - NORTH CALDWELL, NJ 07006
KAREN SISCO	29 GREENBROOK RD. - APT #77 - FAIRFIELD, NJ 07004
ROSE MARIE SISCO	77 SCHWEINBERG DR. - ROSELAND, NJ 07068
JOANN HORN	10 SCHWEINBERG DR. - ROSELAND, NJ 07068

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: FAIRFIELD MAINTENANCE, INC.
 Signature of Affiant: [Signature] Title: PRES.
 Printed Name of Affiant: ALBERT SISCO Date: 7/16/12

Subscribed and sworn before me this 16th day of July, 2012.

[Signature]
(Witnessed or attested by)

[Signature]
(Seal)

ROSE MARIE B. SISCO
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES MAY 27, 2016

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

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

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

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

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

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

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

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

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

Temporary and Executing

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

~~~~~

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

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

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

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

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

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

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

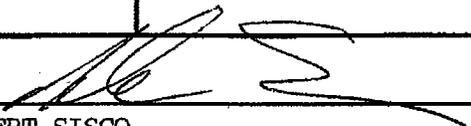
"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

| Name             | Address                                           | % owned |
|------------------|---------------------------------------------------|---------|
| ALBERT SISCO     | 3 ETON DR.<br>NO. CALDWELL, NJ 07006              | 25%     |
| KAREN SISCO      | 29 GREENBROOK RD.<br>APT #77, FAIRFIELD, NJ 07004 | 25%     |
| ROSE MARIE SISCO | 77 SCHWEINBERG DR.<br>ROSELAND, NJ 07068          | 25%     |
| JOANN HORN       | 10 SCHWEINBERG DR.<br>ROSELAND, NJ 07068          | 25%     |
|                  |                                                   |         |

**SIGNATURE :**   
ALBERT SISCO

**TITLE:** PRES.

**SUBSCRIBED AND SWORN TO**  
**BEFORE ME THIS DAY** 16TH DAY OF JULY OF 2012

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: 2012

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

  
ROSE MARIE B. SISCO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 27, 2016

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

City Clerk File No. Res. 12-616

Agenda No. 10.7.2.

Approved: AUG 01 2012



TITLE: **Resolution Honoring Anthony R. Cucci**  
**On the Occasion and Celebration of His 90th Birthday**

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

**WHEREAS**, Anthony R. Cucci, a lifelong resident of Jersey City, was born on August 8, 1922. He was the fourth of five children born to Anthony and Mary (Priore) Cucci. Anthony and his siblings, A. Joseph, Rose, Prospero and Anne were raised in the Village Section of downtown Jersey City and graduated from Public School #5 and Dickinson High School; and

**WHEREAS**, all of the Cucci brothers served in the military during World War II. A. Joseph was a naval officer. Prospero served as a Staff Sergeant, Ski Trooper in the 10th Mountain Division and was killed in action in Northern Italy and buried in the American Military Cemetery in Florence; and

**WHEREAS**, Anthony R. Cucci enlisted in the United States Marines in August of 1943 and served as a Marine Paratrooper and later in the Fifth Marine Division as a Corporal. One of the first forces to occupy Japan, Anthony fought at the Battle of Iwo Jima and although he earned a Purple Heart, he never left the battlefield. Anthony was honorably discharged in January 1946; and

**WHEREAS**, upon returning to the United States and after completion of his studies at Seton Hall University, Anthony R. Cucci taught in the Jersey City and New York City school systems; and

**WHEREAS**, always involved in his community, Anthony R. Cucci was elected to represent his beloved downtown in 1977 as Ward E Councilman. In 1985, he pulled off a stunning victory and was elected Mayor. Just prior to his inauguration as Mayor, Anthony married his wife, Anna. Mayor Cucci and his wife and a delegation from Jersey City visited Cusco, Peru to establish a Sister-City relationship. In a terrible tragedy, Anna was killed on December 1, 1988, when the one-car train they were riding in derailed and fell down the mountainside. Anthony miraculously survived the incident. Peruvian authorities later determined that the rails were sabotaged; and

**WHEREAS**, Anthony R. Cucci was elected as At-Large Councilman in November of 1992 and subsequently elected to three terms on the Jersey City Board of Education. Service to Jersey City has been a primary motivation in Anthony's life; and

**WHEREAS**, Anthony R. Cucci remains a devoted communicant of Holy Rosary Church. His parents were married at Holy Rosary and the Cucci family has been long time benefactors of the Parish; and

**WHEREAS**, Anthony R. Cucci will celebrate his 90th birthday on August 8, 2012.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Anthony R. Cucci and joins in the celebration of his 90th birthday. We wish to thank him for his rich contribution to the history of Jersey City.

G:\WPDOCS\TOLONDA\RESOS\Birthday\Anthony R. Cucci.wpd

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

APPROVED AS TO LEGAL FORM

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

*John Tuley*  
Business Administrator

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

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 8/1/12                                  |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-617  
 Agenda No. 10.Z.3  
 Approved: AUG 01 2012  
 TITLE:



## RESOLUTION APPLAUDING THE 52<sup>ND</sup> ANNUAL PUERTO RICAN HERITAGE FESTIVAL & PARADE INC. COMMITTEE

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

**WHEREAS**, Puerto Rican Heritage Celebration Week was established to create an awareness and appreciation of the heritage, spirit, culture and achievements of Puerto Ricans. Puerto Ricans have enriched our nation in many fields including education, law, government, business, sports and the arts; and

**WHEREAS**, the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee promotes cultural awareness and pride in the heritage of members of the Puerto Rican community in Jersey City, N.J.; and

**WHEREAS**, the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee work together to host special events during Puerto Rican Heritage Celebration Week. The festivities include a flag raising ceremony, a Gala Banquet and a two-day festival which offers exciting entertainment and ethnic foods. The celebration culminates with an annual parade featuring colorful costumes and fascinating floats. The annual parade is the oldest parade in Jersey City; and

**WHEREAS**, every year during Puerto Rican Heritage Celebration Week, the Puerto Rican Heritage Festival & Parade Inc. Committee honors deserving Puerto Rican individuals for their contributions to our community.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City recognizes the achievements and contributions of the Puerto Rican community to our city. We urge all residents to join the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee in celebrating Puerto Rican heritage, culture and pride.

**BE IT FURTHER RESOLVED**, that the Municipal Council does hereby applaud the efforts of the following members of the 2012 Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee.

**MEMBERS**

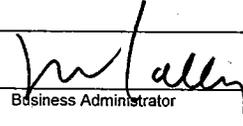
- Ric Ayala - President
- Sandra Castellano - Vice President
- Sylvia Almodoval - Secretary
- Ruben Valentin - Sergeant-at-Arms
- Joel Torres - Community Relations
- Evette Gaetan - Pageant Coordinator
- Frank Castellano - Photographer

**COMMITTEE**

- Jose "Che" Mantilla
- Carmen Vega
- Austi Valcarcel
- Adela Rohena
- Tanya Rodriguez

G:\WPDOCS\TOLONDA\RESOS\ANNIVERSARY\Jersey City Puerto Rican Heritage Banquet & Parade 2012 committee.frm

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

APPROVED:  Business Administrator  Corporation Counsel

Certification Required

Not Required

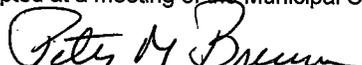
**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 8/1/12                                  |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-618

Agenda No. 10.Z.4

Approved: AUG 01 2012

TITLE:



## RESOLUTION APPLAUDING THE 52ND ANNUAL PUERTO RICAN HERITAGE FESTIVAL & PARADE HONOREES



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

**WHEREAS**, Puerto Rican Heritage Celebration Week was established to create an awareness and appreciation of the heritage, spirit, culture and achievements of Puerto Ricans. Puerto Ricans have enriched our nation in many fields including education, law, government, business, sports and the arts; and

**WHEREAS**, the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee promotes cultural awareness and pride in the heritage of members of the Puerto Rican community in Jersey City, N.J.; and

**WHEREAS**, the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee work together to host special events during Puerto Rican Heritage Celebration Week. The festivities include a flag raising ceremony, a Gala Banquet and a two-day festival which offers exciting entertainment and ethnic foods. The celebration culminates with an annual parade featuring colorful costumes and fascinating floats. The annual parade is the oldest parade in Jersey City; and

**WHEREAS**, every year during Puerto Rican Heritage Celebration Week, the Puerto Rican Heritage Festival & Parade Inc. Committee honors deserving Puerto Rican individuals for their contributions to our community.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City recognizes the achievements and contributions of the Puerto Rican community to our city. We urge all residents to join the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee in celebrating Puerto Rican heritage, culture and pride.

**BE IT FURTHER RESOLVED**, that the Municipal Council does hereby applaud the 52nd Annual Puerto Rican Heritage Festival & Parade Honorees.

- Grand Marshall - Polito Vega
- Little Miss Puerto Rico - Emani Mejias
- Local Godfather - Juan Cartagena
- Local Godmother - Nanette Hernandez
- International Godmother - Vera Clemente
- P.R. Man of the Year - Johnny Ventura
- Man of the Year - Juan "Cheese" Vasquez
- Woman of the Year - Rosa M. Pagnillo-Lopez
- Police Officer of the Year - Yolanda Cartagena
- Fireman of the Year - Anthony Gonzalez
- EMS Employee of the year - Dorial Castellanos
- Corrections Officer of the Year - Jose Rosario
- Teacher of the Year - Marlene Aviles
- Local Artist of the Year - Luis De Jesus
- Student of the Year - Jeremy Garriga
- Family of the Year - Aviles Family

G:\WPDOCS\TOLONDA\RESOS\ANNIVERSARY\Jersey City Puerto Rican Heritage Banquet & Parade 2012 honorees.fm

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 8/1/12        |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-619

Agenda No. 10.Z.5

Approved: AUG 01 2012

TITLE:



## RESOLUTION COMMEMORATING THE LIFE AND DEEDS OF

### Theodore Brunson, Sr.

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

**WHEREAS**, Theodore (Ted) Brunson, Sr. was born on May 4, 1925 in Jersey City, New Jersey to Cubit and Victoria Brunson; and

**WHEREAS**, Ted Brunson, Sr. graduated from the United States Merchant Marine Academy and rose to the rank of 3rd Officer. He served in the Merchant Marines from 1943 to 1950. Ted's service in the Merchant Marines was distinguished with three combat zone ribbons during World War II; and

**WHEREAS**, Ted Brunson, Sr. served in the United States Army during the Korean War from 1950 to 1952 and was Honorably Discharged in 1956; and

**WHEREAS**, Theodore Brunson, Sr. married Maude Turner Brunson in 1956 and to this union two children were born, Theodore Brunson, Jr. and Neal Brunson, Esq.; and

**WHEREAS**, Ted Brunson, Sr. continued his education and earned a Bachelor of Science degree in Psychology and Accounting from Rutgers University in 1954; and

**WHEREAS**, Ted Brunson, Sr. worked as a Group Manager for the Internal Revenue Service (IRS) from 1957 to 1980 and during his time there he was a founding member of The Association for the Improvement of Minorities (AIM-IRS), a national organization that promotes opportunities for federal minority employees of the IRS; and

**WHEREAS**, Ted Brunson moved to Rutherford, New Jersey in 1964. He was very active in the community and served as the borough's Board of Education president for two years. Ted was a member of several African-American groups. He was a lifetime member of the NAACP and served on the Jersey City branch's executive committee, a position that eventually led to the creation of the Afro-American Historical Society Museum; and

**WHEREAS**, Ted Brunson, Sr. was the original director of Afro-American Historical Society Museum, located above the Greenville branch of the Jersey City Free Public Library, serving in that post from 1984 to 1998. His son Neal Brunson has continued the legacy at the museum and has worked as the director since 1998; and

**WHEREAS**, Ted Brunson, Sr. was dedicated to preserving, conserving and accurately interpreting the contributions of African Americans and their history throughout his life. He was a historian, scholar, activist, collector. He saved all of his Merchant Marine documents and planned to do a history of African-Americans in the Merchant Marines, where African-Americans served in every capacity aboard merchant ships, at a time when the United States Army and Navy employed policies of racial restriction and segregation; and

**WHEREAS**, Theodore Brunson, Sr. departed this life on Saturday, July 21, 2012, at his home at the age of 87. He leaves to cherish his memories his wife, Maude Brunson; two sons, Theodore Brunson, Jr. and Neal Brunson, Esq.; two daughters-in-law, Judith Brunson and Keline Adams; three sisters, Thelma Gregory, Christina Spaulding Brunson; five grandchildren, Theodore Brunson III, Kayla Brunson, Shelby Brunson, Samantha Brunson and Lindsay Brunson; two sisters-in-law, Ellen Miller and Carlyne Turner; three brothers-in-law, Calvin Miller, Henry Turner and Horace Turner; and a host of nieces and nephews.

**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 Theodore Brunson.

G:\WPDOCS\TOLONDAIRESOSIEULOG\ZET\Theodore Brunson.wpd

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
|                                         |     |     |      |               | 8/1/12 |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓      |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-620

Agenda No. 10.Z.6

DEFEATED

AUG 01 2012



TITLE:

**RESOLUTION CALLING FOR THE RESIGNATION OF THE COMMISSIONERS  
OF THE JERSEY CITY INCINERATOR AUTHORITY BOARD**

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

**WHEREAS**, at a meeting on July 24, 2012, the board of the Jersey City Incinerator Authority approved a 5 year contract for Oren Dabney, Executive Director; and

**WHEREAS**, the Municipal Council of the City of Jersey City disapproves of the terms of the contract; and

**WHEREAS**, because of its disapproval of the contract, the Municipal Council of the City of Jersey City is calling for the entire board of the Jersey City Incinerator Authority to resign immediately.

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

1. The Municipal Council of the City of Jersey hereby calls upon all members of the board of the Jersey City Incinerator Authority to immediately resign from the board; and
2. The City Clerk is directed to forward a copy of the within Resolution to the Secretary to the board of the Jersey City Incinerator Authority for distribution to all board members forthwith.

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required **DEFEATED 4-5**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |        |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|--------|------|---------------|-----|-----|------|
|                                         |     |     |      |               |     | 8/1/12 |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               |     | ✓   |      | GAUGHAN       |     | ✓      |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |        |      | RICHARDSON    |     | ✓   |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        |     | ✓      |      | BRENNAN, PRES |     | ✓   |      |

✓ Indicates Vote **DEFEATED**

N.V.-Not Voting (Abstain)

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

PMB

RB

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-621

Agenda No. 10.Z.7

AUG 01 2012

DEFEATED



TITLE:

**RESOLUTION CALLING FOR THE BOARD OF THE JERSEY CITY  
INCINERATOR AUTHORITY TO RESCIND THE CONTRACT OF OREN  
DABNEY, EXECUTIVE DIRECTOR**

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

**WHEREAS**, at a meeting on July 24, 2012, the board of the Jersey City Incinerator Authority approved a 5 year contract with Oren Dabney, Executive Director; and

**WHEREAS**, the Municipal Council of the City of Jersey City disapproves of the terms of the contract; and

**WHEREAS**, accordingly, the Municipal Council of the City of Jersey City believes the members of the board of the Jersey City Incinerator Authority should immediately rescind the contract.

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

1. The Municipal Council of the City of Jersey City hereby calls upon the members of the board of the Jersey City Incinerator Authority to immediately rescind the contract of Oren Dabney, Executive Director, that it approved at its meeting of July 24, 2012; and
2. The City Clerk is hereby directed to forward a copy of the within Resolution to the Secretary to the board of the Jersey City Incinerator Authority for distribution to all board members forthwith.

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required **DEFEATED 4-5**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 8/1/12                                  |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               |     | ✓   |      | GAUGHAN       |     | ✓   |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    |     | ✓   |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        |     | ✓   |      | BRENNAN, PRES |     | ✓   |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

DEFEATED

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

PMB

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-622

Agenda No. 10.Z.8

AUG 01 2012

**DEFEATED**



TITLE:

RESOLUTION ESTABLISHING AN AD HOC COMMITTEE OF THE JERSEY CITY MUNICIPAL COUNCIL TO INVESTIGATE AND REPORT ON THE CONTRACTS AND FISCAL ACTIVITIES OF JERSEY CITY AUTONOMOUS AGENCIES

WHEREAS, on July 24, 2012, the Jersey City Incinerator Authority Board of Commissioners unanimously approved a new, five-year contract for the JCIA director that comes with a 4.8 percent salary increase and annual increases of up to 4 percent thereafter; with guaranteed full compensation over the term of the contract including health and pension benefits for life should the contract be terminated or the position be eliminated; and the current contract was not set to expire until 2014; and

WHEREAS, newspaper reports suggest that a JCIA Commissioner requested to review the contract prior to voting on it; and that the JCIA Commission Chair said, "He can see it after the meeting"; and

WHEREAS, in March 2012, the Jersey City Parking Authority Board of Commissioners unanimously awarded a five-year contract for the JCPA Executive Director that comes with a 12 percent pay increase over the course of the contract; and

**DEFEATED**

WHEREAS, in May 2011, reports suggest that the Jersey City Economic Development Authority Board of Trustees proposed to increase the Chief Executive Officer's salary to \$95,000 and eliminate four jobs, notwithstanding that the JCEDC Trustees ultimately approved a salary increase to \$65,000 and preserved the jobs; and

WHEREAS, autonomous agencies were created to operate and assist in the function of government not devoid of oversight and responsiveness to the citizens; and

WHEREAS, the City desires to streamline government, reduce expenditures and stabilize taxes; and

WHEREAS, the aforementioned actions are inconsistent with such goals; and

City Clerk File No. Res. 12-622

Agenda No. 10.2.8 AUG 01 2012

TITLE:

WHEREAS, pursuant to Section A350-22 of the Municipal Code and the Faulkner Act, N.J.S.A. 40:69A-37.1, the Municipal Council of the City of Jersey City by a majority of the whole Council, may designate any number of its members as an ad hoc committee' to investigate any matter and to report to the Council, provided the Committee is of limited duration and concerns itself only with issues within its jurisdiction; and

WHEREAS, the Council has determined that it will form an ad hoc committee of four of its members to investigate the contracts, fiscal actions and plans of the City's autonomous agencies, namely the Economic Development Corporation, Housing Authority, Incinerator Authority, Municipal Utilities Authority, Parking Authority, Public Library, and Redevelopment Agency; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that: Pursuant to N.J.S.A. 40A:69A-37.1, the Municipal Council of the City of Jersey City hereby establishes an ad hoc committee to consist of the following four members to investigate the fiscal activities of the City's autonomous agencies and make findings and report on the matter to the Municipal Council as a whole, no later than 120 days from the date hereof:

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**DEFEATED 4-5**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/1/12 |     |     |      |               |     |     |      |               |     |     |      |
|------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                  | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                      |     | ✓   |      | GAUGHAN       |     | ✓   |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                       | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    |     | ✓   |      |
| LOPEZ                                          | ✓   |     |      | MASSEY        |     | ✓   |      | BRENNAN, PRES |     | ✓   |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*PMB*

Peter M. Brennan, President of Council

*RB*

Robert Byrne, City Clerk