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

City Clerk File No. Res. 14.780

Agenda No. 10.A

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING CY 2014 APPROPRIATION TRANSFERS

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

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2014 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

		FROM	TO
23-201 OE	INSURANCE ALL-DEPTS.		$ 885,000.00
23-220 OE	EMPLOYEE GROUP HEALTH INSURANCE		$ 1,375,000.00
36-374 OE	CONSOLIDATED POLICE & FIRE		$ 2,082.00
25-265 OE	PUBLIC SAFETY- FIRE DEPARTMENT	$ 2,082.00	
25-265 S&W	PUBLIC SAFETY- FIRE DEPARTMENT		$ 900,000.00
36-478 OE	JC EMPLOYEE RETIREMENT	$ 1,250,000.00	
31-433 OE	OFFICE SERVICES	$ 300,000.00	
25-240 S&W	PUBLIC SAFETY- POLICE DEPARTMENT	$ 1,000,000.00	
20-165 OE	ENG, ARCH, TRAFFIC & TRANS	$ 275,000.00	
23-221 OE	HEALTH BENEFIT WAIVER		$ 56,000.00
20-155 OE	LAW	$ 150,000.00	
27-330 S&W	HHS DIRECTOR OFFICE		$ 94,000.00
27-331 S&W	DIVISION OF HEALTH	$ 100,000.00	
28-375 OE	DPW- PARKS MAINTENANCE	$ 135,000.00	
20-100 S&W	ADMINISTRATION	$ 100,000.00	
20-121 OE	GENERAL & PRIMARY ELECTIONS	$ 4,411.00	
20-120 OE	OFFICE OF THE CITY CLERK		$ 4,411.00
		$ 3,316,493.00	$ 3,316,493.00

APPROVED: Donna Maye, CFO
Business Administrator

APPROVED:

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING CY 2014
APPROPRIATION TRANSFERS

Initiator

Department/Division	Department of Administration	Office of Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	JMetro@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to reallocate funds to cover expenses received after the CY2014 Budget Adoption.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/8/14

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

City Clerk File No. Res. 14.781

Agenda No. 10.B

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2014 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2014 Municipal Budget:

	FROM	TO
Subregional Transportation Planning	0	71,976
Berry Lane Park Ph3 (HCOS)	1,000,000	1,030,967
Route 440/1&9 Concept Devel. Study Ph2	0	704,834

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

	FROM	TO
Subregional Transportation Planning	0	71,976
Berry Lane Park Ph3 (HCOS)	1,000,000	1,030,967
Route 440/1&9 Concept Devel. Study Ph2	0	704,834

BE IT FURTHER RESOLVED that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: Donna Maier CFO

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2014 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	(201)547-5042	DonnaM@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution authorizes the insertion of grants into the CY 2014 budget that were received after the adoption.

I certify that all the facts presented herein are accurate.

Donna Mauer — 12/8/14

Signature of Department Director — **Date**

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

City Clerk File No. Res. 14.782

Agenda No. 10.C

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE CANCELLATION OF RESERVES IN THE CAPITAL FUND

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

WHEREAS, the City has set up certain reserve accounts in the capital fund for specific projects; and

WHEREAS, these specific projects have been completed and the reserves have been dormant; and

WHEREAS, the Chief Financial Officer has determined that said accounts are available to be cancelled.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to cancel the balances in the following reserve accounts in the total amount of $329,301:

Reserve for:	Last Activity:	Amount:
Veterans Park	2004	$ 60,000
Infrastructure Improvements	2004	219,481
Linkage Contribution	2004	480
Parking Lot	2007	20,000
Warrant St. Resurfacing	2008	10,820
Apple Tree House Construction	2009	18,520
Total Cancellations:		$ 329,301

BE IT FURTHER RESOLVED, that a copy of this resolution shall be filed with the Director of the Division of Local Government Services.

APPROVED: Donna Maria, CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CANCELLATION OF RESERVES IN THE CAPITAL FUND

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To cancel dormant capital reserve funds. This will eliminate a CY14 Audit Finding.

I certify that all the facts presented herein are accurate.

Donna Mauer — 12/10/14

Signature of Department Director — **Date**

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

City Clerk File No. Res. 14.783

Agenda No. 10.D

Approved: DEC 17 2014

TITLE:

RESOLUTION REAPPOINTING KELLY AUSTIN AS A FULL TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 3, 2014, that he has re-appointed Kelly Austin of 4 Constellation Place, Apt. 302, Jersey City, New Jersey, as a full time Judge of the Municipal Court of the City of Jersey City, for the term to commence on **January 25, 2015** and expire on **January 24, 2018**.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the re-appointment of Kelly Austin as a full time Judge of the Municipal Court of the City of Jersey City for the above mentioned term is hereby advised and consented to pursuant to law.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY
DEPARTMENT OF LAW

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

JEREMY FARRELL
CORPORATION COUNSEL

December 3, 2014

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

Reference: The re-appointments of Kelly Austin, Cynthia D. Jackson and Richard T. Nieto as Full-time Municipal Judges.

Dear Council President and Members:

The terms of three of our sitting judges are shortly coming to an end, Judge Kelly Austin, Judge Cynthia Jackson and Judge Richard Nieto.

Based on their experience, reputation with the Bar and commendable records, it is with pleasure that I impart to you the Mayor's intent to reappoint Judge Austin, Jackson and Nieto. Enclosed for your review are their respective resumes. Should you wish to meet with them please reach out to them directly using the contact information provided.

It is the Mayor's goal to have the resolution requesting your consent to these reappointments on the agenda of the December 17, 2014 Council Meeting.

Very truly yours,

Jeremy Farrell,
Corporation Counsel

JF/mp
cc: Steven M. Fulop, Mayor
Peter F. Bariso, Jr., Assignment Judge
Frank Carpenter, Presiding Judge
Carlo Abad, Chief Municipal Judge
Robert Byrne, City Clerk

Kelly Austin, Esq.
4 Constellation Place, Apt. 302
Jersey City, NJ. 07305
(201) 280-7594
kellyaesq@yahoo.com

Bar admission in State of New York, State of New Jersey and District of Columbia

Accomplished attorney with strong oral and written communication skills. Uncompromising work ethic with a positive team work approach.

LEGAL EXPERIENCE

Judge, Jersey City Municipal Court, Jersey City, N.J.
Full-time Municipal Court Judge, 2008-present

Morris County Prosecutor's Office, Morristown, N.J.
Assistant Prosecutor, Sept. 2007 -Dec. 2007
* Prepared criminal cases for all aspects of trial
* Worked closely with the Major Crimes and Narcotics Units

Corporation Counsel's Office, City of Jersey City, Jersey City, N.J.
Assistant Corporation Counsel, 2006-2007
* Represented city officials, as well as the Jersey City Police and Fire Departments, on civil rights cases in Federal Court
* Prepared cases for all aspects of trial and argued appeals
* Advised the Corp. Counsel and City Council on various legal matters

Hudson County Prosecutor's Office, Jersey City, NJ.
Assistant Prosecutor, 2001-2006
* Tried criminal cases in Superior Court before petit juries
* Argued motions, sentencing issues and wrote legal briefs
* Interviewed witnesses, formulated plea offers and presented cases to the Grand Jury
* Argued before the Appellate Division

Judge C. Messano, A.D.S.C. & Judge M. Baber, J.S.C.
Law Clerk in the Family Court, Juvenile Division, Hudson Co. 2000-2001
* Reviewed juvenile files daily and prepared court calendar
* Wrote memorandums of law
* Worked with various youth programs as alternatives to incarceration

Shirley A. Tolentino, J.S.C.
Intern in the Criminal Division, Hudson Co., 1998-1999

EDUCATION

New York Law School, New York, N.Y.
Juris Doctorate, 1997-2000

University of Scranton, Scranton, PA.
Bachelor of Arts, 1993- Dec. 1996

MEMBERSHIPS

Member of the Hudson County Bar Association since 2008

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

City Clerk File No. Res. 14.784

Agenda No. 10.E

Approved: DEC 17 2014

TITLE:

RESOLUTION REAPPOINTING CYNTHIA D. JACKSON AS A FULL TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated **December 3, 2014,** that he has re-appointed Cynthia D. Jackson of 3 Locust Street, Jersey City, New Jersey, as a full time Judge of the Municipal Court of the City of Jersey City, for the term to commence on **January 11, 2015** and expire on **January 10, 2018.**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the re-appointment of Cynthia D. Jackson as a full time Judge of the Municipal Court of the City of Jersey City for the above mentioned term is hereby advised and consented to pursuant to law.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12 17 14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY
DEPARTMENT OF LAW

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

JEREMY FARRELL
CORPORATION COUNSEL

December 3, 2014

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

Reference: The re-appointments of Kelly Austin, Cynthia D. Jackson and Richard T. Nieto as Full-time Municipal Judges.

Dear Council President and Members:

The terms of three of our sitting judges are shortly coming to an end, Judge Kelly Austin, Judge Cynthia Jackson and Judge Richard Nieto.

Based on their experience, reputation with the Bar and commendable records, it is with pleasure that I impart to you the Mayor's intent to reappoint Judge Austin, Jackson and Nieto. Enclosed for your review are their respective resumes. Should you wish to meet with them please reach out to them directly using the contact information provided.

It is the Mayor's goal to have the resolution requesting your consent to these reappointments on the agenda of the December 17, 2014 Council Meeting.

Very truly yours,

Jeremy Farrell,
Corporation Counsel

JF/mp
cc: Steven M. Fulop, Mayor
Peter F. Bariso, Jr., Assignment Judge
Frank Carpenter, Presiding Judge
Carlo Abad, Chief Municipal Judge
Robert Byrne, City Clerk

Cynthia D. Jackson, Esq.
3 Locust Street
Jersey City, NJ 07305
(201) 451-4749 ▪ Cyndiesq3@aol.com

Professional Experience

▪

Judge
April, 1998 to present

Jersey City Municipal Court, 365 Summit Avenue, Jersey City, NJ 07306, 201-209-6714.

Process an average of 500 cases per month from arraignment through disposition, including evidentiary matters, trying cases, and legal interpretations. Handle all types of cases before the court, such as criminal matters, housing and ordinance violations, motor vehicle violations, and domestic disputes.

- Appointed by Mayor Bret Schundler to the court as part-time Judge.
- Appointed by Mayor Glenn Cunningham to full-time service and to position of Chief Judge.
- As Chief Judge, responsible for day-to-day operation of the largest Municipal Court in the State of NJ, including preparing and managing $20 million annual budget; collecting revenues; and managing more than 100 unionized personnel.
- Reappointed by Mayor Jeremiah Healy as a full time Judge.

Founding Partner
September, 1993 to December, 2003

Cynthia D. Jackson & Associates, 485 Martin Luther King Drive, Jersey City, NJ 07304.

General practice law firm handled 100 cases monthly from major criminal defense matters through matters before the municipal court. Argued jury trials, commercial and civil litigation, personal injury, estate, probate, family law, bought and sold real estate and real estate development. Recruited and supervised legal associates, managed calendar, and business management. One of only two law firms located in the heart of distressed urban area, this practice provided access to legal counsel for low-income, neighborhood residents, promoted community development by providing pro bono meeting space and counsel for a variety of church and nonprofit groups, as well as inner-city real estate developers, and provided legal experience for more than 15 young attorneys.

- Maintained $90,000 annual contract with County Office on Aging as their exclusive legal services provider for services to senior citizens.
- Counseled 1,000 senior citizens annually in variety of legal matters, including Wills & Estates.

Associate Attorney January, 1987 to August, 1993	**Miller, Myerson, Schwartz and Corbo**, 955 Westside Avenue, Jersey City, NJ 07306, 201-333-9000. General practice law firm handling major criminal defense matters through matters before the municipal court. Argued jury trials, commercial and civil litigation, personal injury, estate, probate, family law, and real estate. ▪ Gained substantial trial experience handling an average of 50 trials per month.
National Director July, 1985 to December, 1986	**Law Students Civil Rights Research Council**, 132 West 43rd Street, New York, NY 10036. Led and managed this nationally-focused and recognized 501(c)(3) organization, providing public interest summer internships to over 300 law students across the country annually. Maintained relations with Board of Directors, funding sources, and internship providers. Developed and managed agency programs, and provided day-to-day office and staff/volunteer management services. ▪ Produced national newsletter highlighting celebrated political trials of the era. ▪ Developed internship opportunities, reviewed law student applications and interviewed prospective interns. ▪ Resolved outstanding IRS tax issue.

Education

- **Professional Certificate in Judicial Studies** (Special Court Trial Skill), National Judicial College, Reno, NV. (Pending)
- M.Div. Payne Theological Seminary, Wilberforce, OH.
- **Juris Doctorate 1985.** Antioch School of Law, Washington, DC.
- B.A. 1982, Criminal Justice Major. New Jersey City University, Jersey City, NJ.
- **Coursework in Real Estate Development**, New York University

Professional Affiliations

- Past President Hudson County Bar Association
- Former Board Member, National Association of Women Judges
- Member, American Bar Association, New Jersey Bar Association, Garden State Bar Association, International Association of Women Judges, National Bar Association, Women In Ministry

References

- Available upon request.

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

City Clerk File No. Res. 14.785

Agenda No. 10.F

Approved: DEC 17 2014

TITLE:

RESOLUTION REAPPOINTING RICHARD T. NIETO AS A FULL TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated **December 3, 2014,** that he has re-appointed Richard T. Nieto of 274 Gates Avenue, Jersey City, New Jersey, as a full time Judge of the Municipal Court of the City of Jersey City, for the term to commence on **January 11, 2015** and expire on **January 10, 2018.**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the re-appointment of Richard T. Nieto as a full time Judge of the Municipal Court of the City of Jersey City for the above mentioned term is hereby advised and consented to pursuant to law.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

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

_____ Robert Byrne, City Clerk

CITY OF JERSEY CITY
DEPARTMENT OF LAW

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

JEREMY FARRELL
CORPORATION COUNSEL

December 3, 2014

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

Reference: The re-appointments of Kelly Austin, Cynthia D. Jackson and Richard T. Nieto as Full-time Municipal Judges.

Dear Council President and Members:

The terms of three of our sitting judges are shortly coming to an end, Judge Kelly Austin, Judge Cynthia Jackson and Judge Richard Nieto.

Based on their experience, reputation with the Bar and commendable records, it is with pleasure that I impart to you the Mayor's intent to reappoint Judge Austin, Jackson and Nieto. Enclosed for your review are their respective resumes. Should you wish to meet with them please reach out to them directly using the contact information provided.

It is the Mayor's goal to have the resolution requesting your consent to these reappointments on the agenda of the December 17, 2014 Council Meeting.

Very truly yours,

Jeremy Farrell,
Corporation Counsel

JF/mp
cc: Steven M. Fulop, Mayor
Peter F. Bariso, Jr., Assignment Judge
Frank Carpenter, Presiding Judge
Carlo Abad, Chief Municipal Judge
Robert Byrne, City Clerk

RICHARD T. NIETO

274 GATES AVENUE

JERSEY CITY, CITY NEW JERSEY, 07305

OBJECTIVE:

Municipal Court Judge

EDUCATION:

St. Peters College

Jersey City, New Jersey

Degree: BS

1975

University of Iowa School of Law

Iowa City, Iowa

Degree: JD

1978

EXPIERENCE:

1978-1979- Law Secretary to Hon. Daniel F. Gilmore JSC Hudson County.

1982 -1984- Jersey City Law Department-Assigned as a Municipal Prosecutor, Jersey City Municipal Court.

1984-1986- Jersey City Law Department-assigned as an Assistant Corporation Counsel.

1986-Present- Appointed as a Judge of the Jersey City Municipal Court.

MILITARY EXPIERIENCE:

Served twenty eight years as a member of the United States Army Reserve. Retired with the rank of Lieutenant Colonel.

BAR MEMBERSHIPS

New Jersey 1981

Federal District Court of New Jersey 1981

United States Court of Appeals Third Circuit 1984

United States Court of Claims-1983

New York 1982

Pennsylvania 1983

PROFESSIONAL ASSOCIATIONS

New Jersey State Bar Association

Hudson County Bar Association

National Hispanic Bar Association

Hispanic Bar Association of New Jersey

PERSONAL:

Married: 1994

Spouse: Maria A. Meo-Nieto

Children:

Anthony Jude Nieto	19 yrs.
Jose Manuel Nieto	15 yrs.

REFERENCES:

Hon. Peter Bariso AJSC
Hudson County Administration Building
595 Newark Avenue
Jersey City, N.J. 07306
201-795-6611

Hon. Sheila Venable JSC
Hudson County Administration Building
595 Newark Avenue
Jersey City, N.J. 07306
201-795-6668

Hon. Frank Carpenter PJMC
Bayonne Municipal Court
630 Avenue C
Bayonne, N.J. 07002
201-858-6923

Hon. Carlo Abad PJMC
Jersey City, Municipal Court
365 Summit Avenue
Jersey City, N.J. 07306
201-209-6713

Thomas S. Fodice Esq.
Assistant Corporation Counsel
Jersey City, Law Department
280 Grove St.
Jersey City, N.J. 07302
201-547-5229

CONTACT:

Phone:

Home: 201-324-2970

Cell: 201-341-6817

Business: 201-209-6712

Email: richn532@comcast.net

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

City Clerk File No. Res. 14.786

Agenda No. 10.G

Approved: DEC 17 2014

TITLE:

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

COUNCIL offered and moved adoption of the following Resolution:

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 **Armando Molina**, residing at 41 Jefferson Street, Metuchen, New Jersey 08840, 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 67 Gautier Avenue, Jersey City, New Jersey 07302;
(2) **Linda Aristondo** residing at 135 Montgomery Street, Jersey City, New Jersey 07302;
(3) **Donovan Bezer** residing at 68 Astor Place, Jersey City, New Jersey 07304;
(4) **Monica Y. Cho** residing at 88 Morgan Street, Unit 1906, Jersey City, New Jersey 07302;
(5) **Steven Hummel** residing at 1055 River Road, Edgewater, New Jersey 07020;
(6) **David Labib** residing at 2983 Kennedy Blvd., Suite 301, Jersey City, NJ 07306;
(7) **Juan A. Lopez, Jr.** residing at 19 Mertz Avenue, Belleville, New Jersey 07109;
(8) **James McCaffery** residing at 101-35 Shearwater Court, Jersey City, New Jersey 07305;
(9) **Paul Scalia** residing at 3571 Kennedy Boulevard, Jersey City, New Jersey 07307;
(10) **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) **Stevie Chambers** residing at 294 Varick Street, Apt. 2, Jersey City, New Jersey 07302;
(2) **Bhavini Doshi** residing at 203 Pavonia Avenue, Unit 1L, Jersey City, New Jersey 07302;
(3) **Zahire Estrella** residing at 14 Park Street, Jersey City, New Jersey 07302;
(4) **John J. Hallanan, III** residing at 111 Gifford Avenue, Jersey City, New Jersey 07305;
(5) **John McKinney, III** residing at 420 2nd Street, Apt. 2, Jersey City, New Jersey 07302;
(6) **Megan Morey** residing at 411 2nd Street, Apt. 1, Jersey City, New Jersey 07302;
(7) **Raymond Reddington** residing at 93 Brookside Avenue, Caldwell, New Jersey 07006;
(8) **Chaunelle Robinson** residing at 200 Olive Street, Piscataway, NJ 08854;
(9) **Vincent Signorile** residing at 10 Suburbia Drive, Jersey City, New Jersey 07305.

City Clerk File No. Res.14 786

Agenda No. 10.G DEC 17 2014

TITLE:

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

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

1. The appointment of **Armando Molina**, as Chief Municipal Prosecutor, be and is hereby approved with a one year term of office to commence on or about December 1, 2014 and to expire on November 30, 2015.

2. The appointments of **Markis Abraham, Linda Aristondo, Donovan Bezer, Monica Y. Cho, Steven Hummel, David Labib, Juan A. Lopez, Jr., James McCaffery, Paul Scalia,** and **Jay Yacker**, as Municipal Prosecutors, be and are hereby approved with one year terms of office to commence on or about December 1, 2014 and to expire on November 30, 2015.

3. The appointments of **Stevie Chambers, Bhavini Dashi, Zahire Estrella, John J. Hallanan, III, John McKinney, III, Megan Morey, Raymond Reddington, Chaunelle Robinson,** and **Vincent Signorile** 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 December 1, 2014 and to expire on November 30, 2015.

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.

JF/igp
12/2/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

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

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

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

Initiator

Department/Division	Law	
Name/Title	Jeremy Farrell, Corporation Counsel	
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

For the appointment of Municipal Prosecutors for the Jersey City Municipal Court for a one year term.

I certify that all the facts presented herein are accurate.

_____ _____

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.787

Agenda No. 10.H

Approved: DEC 17 2014

TITLE:

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

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

WHEREAS, each year, the North Jersey Transportation Planning Authority (NJTPA) develops a Unified Planning Work Program that includes the Subregional Transportation Planning (STP) Program; and

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

WHEREAS, the NJTPA has approved $71,976.25 for implementation of Fiscal Year 2015 STP Program; and

WHEREAS, of the funding available as of July 1, 2014, the Federal Highway Authority (FHWA) contributes $43,185.75, the Federal Transit Administration (FTA) contributes $14,395.25 and the local match is $14,395.25;

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

1. The City of Jersey City is hereby authorized to enter into a Basic Agreement with the North Jersey Transportation Planning Authority and New Jersey Institute of Technology; and

2. The Mayor and/or Business Administrator are authorized to accept this Basic Agreement and to take such other steps as may be necessary to effectuate the purpose of this resolution.

Robert D. Cotter, FAICP, PP, LEED-GA
Planning Director

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

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

Initiator

Department/Division	HEDC/City Planning	
Name/Title	R. Cotter, PP, FAICP, Director	Naomi Hsu, PP, AICP, Senior Planner
Phone/email	201-457-5050; bobbyc@jcnj.org	201-547-5021; hsun@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this resolution is to accept a grant from NJTPA FY 2015 Subregional Transportation Planning (STP) program to fund transportation planning efforts at the local level that supports the NJTPA's long-range plan, which guides transportation investment in the region.

The STP program grant funds the City's position of transportation planner, who participates in the planning efforts for the City's and region's multi-modal transportation network, assists with the management of transportation studies, and works closely with staff at the NJTPA and other transportation agencies, as needed, in a manner that is consistent with the Circulation Element of the City's Master Plan and that advances transportation improvements citywide.

The amount of the FY 2015 STP program grant award is $71,976.25, which requires a 20% local match. The $14,395.25 local match will be satisfied by the cost of the transportation planner's fringe benefits.

I certify that all the facts presented herein are accurate. R Cotter

Signature of Department Director **Date** 12/5/14

NJTPA FY 2015 UPWP SUBCONTRACT
FOR THE FY 2015
SUBREGIONAL TRANSPORTATION PLANNING PROGRAM

SUBCONTRACTOR:	City of Jersey City
ADDRESS:	Housing, Economic Development & Commerce Division of City Planning 30 Montgomery Street, Suite 416 Jersey City, NJ 07302
DUNS NO:	83-143-8279
SUBCONTRACT FOR:	The North Jersey Transportation Planning Authority, Inc. One Newark Center, 17th Floor Newark, NJ 07102
PROJECT TITLE:	**FY 2015 SUBREGIONAL TRANSPORTATION PLANNING PROGRAM FOR THE CITY OF JERSEY CITY**
SUBCONTRACT PERIOD:	July 1, 2014 to June 30, 2015
PROJECT SPONSOR:	Federal Highway Administration (FHWA) CFDA No. 20.205 (Highway Planning and Construction) NJDOT Task Order PL-NJ-15-01
TOTAL BUDGET:	$71,976.25 FHWA/FTA $57,581.00 Local Match $14,395.25
ISSUED BY:	**New Jersey Institute of Technology/** **North Jersey Transportation Planning Authority, Inc.** **University Heights** **Newark, New Jersey 07102-1982**

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EXHIBITS:

EXHIBIT A. Scope of Work
EXHIBIT B. Budget
EXHIBIT C. Sample Invoice and Sample Progress Report
EXHIBIT D. State of NJ Equal Employment Opportunity Agreement ***(Not Applicable)***
EXHIBIT E. Code of Ethics for Vendors ***(Not Applicable)***
EXHIBIT F. Lobbying Restrictions
EXHIBIT G. Procedure for Procurement of Professional Services ***(Not Applicable)***

PREAMBLE

This subcontract, entered into July 1, 2014, by New Jersey Institute of Technology (NJIT), an institution of higher education, and the North Jersey Transportation Planning Authority, Inc. (NJTPA), Newark, New Jersey 07102 (hereinafter collectively called the "CONTRACTOR"), and:

City of Jersey City

(hereinafter called the "SUBCONTRACTOR"), and constituting a subcontract under Prime Contract, **Agreement No. 2011-NJIT-001**, between New Jersey Department of Transportation (NJDOT) and NJIT.

WITNESSETH THAT

The SUBCONTRACTOR agrees to furnish and deliver the supplies and perform the services set forth in this subcontract, entitled: ***FY 2015 Subregional Transportation Planning Program for the City of Jersey City*** for the consideration stated herein.

ARTICLE 1. STATEMENT OF WORK

(A) The SUBCONTRACTOR shall provide the necessary personnel, equipment, facilities and supplies to perform the services specified in the attached Work Statement/Proposal marked **Exhibit A**, which by this reference is made a part hereof (see attached proposal).

(B) This Subcontract is made pursuant to the terms of Prime Contract and all applicable provisions contained in the Prime Contract shall be binding upon the SUBCONTRACTOR, and SUBCONTRACTOR agrees to comply with same.

(C) Each deliverable under this Subcontract shall be subject to acceptance testing or review by CONTRACTOR to verify that the deliverable satisfies the criteria required by the Prime Contract. When CONTRACTOR reasonably determines that the applicable deliverable meets with the required criteria, then CONTRACTOR shall accept the deliverable. In the event that any deliverable does not conform to the required criteria, then CONTRACTOR will give SUBCONTRACTOR written notice thereof. CONTRACTOR will cooperate with SUBCONTRACTOR in identifying in what respects the deliverable has failed. SUBCONTRACTOR shall, at no cost to CONTRACTOR, promptly correct any deficiencies which prevent such deliverable from being acceptable to CONTRACTOR so that the deliverable will conform to the required criteria under the Prime Contract.

ARTICLE 2. KEY PERSONNEL

(A) SUBCONTRACTOR shall designate, Robert Cotter, its Project Manager who shall not be replaced without CONTRACTOR'S prior consent.

(B) The CONTRACTOR designates, Keith Hamas, as its Project Manager.

ARTICLE 3. PERFORMANCE SCHEDULE

(A) The performance schedule under this Subcontract shall begin on July 1, 2014 and shall end on June 30, 2015 for which period funds are available and allotted. Costs incurred prior to or after these dates are not reimbursable.

ARTICLE 4. ALLOWABLE COSTS AND PAYMENTS

(A) The cost of services to be provided under this Subcontract shall not exceed $71,976.25.

FHWA/FTA:	$ 57,581.00
Local Match	$ 14,395.25

A budget agreed to by the parties is attached as **Exhibit B** and made part of this Subcontract for all purposes and shall not be exceeded unless by written amendment to this Subcontract. **(Provisions for amendment may only be made after receiving approval from the CONTRACTOR).**

For the purpose of determining the amount payable to SUBCONTRACTOR, the following rates are applicable:

(1) Direct Costs: Labor/Additive

Subcontractor did not propose a Fringe Benefits Rate, therefore fringe benefits costs may not be charged to this grant.

Pre-Approved Leave Additive Rate: 21.96%

(2) Indirect Costs (overhead)

The periods for which final negotiated overhead rates shall be estimated pursuant to this subcontract are as follows:

Subcontractor did not propose an indirect cost rate, therefore indirect costs may not be charged to this grant.

It is agreed that the above rates shall be applicable to the entire period of this Subcontract, unless revised rates are granted by prior written approval by the CONTRACTOR. If requested by CONTRACTOR, SUBCONTRACTOR will provide a copy of the negotiated agreed rates with the applicable cognizant agency.

SUBCONTRACTOR may transfer funds within approved budget categories in accordance with Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grant and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, as in effect on the date of this Subcontract and in accordance with the provisions of the Prime Contract.

(B) To be eligible for reimbursement, costs must be in accordance with either OMB Circular A-87, Cost Principles for State and Local Governments, OMB Circular A-122, Cost Principles for Non-Profit Organizations, OMB Circular A-21 Cost Principles for Educational Institutions, Federal Acquisition Regulation, Chapter 1, Subpart 31.6, Contracts with State, Local and Federally Recognized Indian Tribal Governments, Subpart 31.3, Contracts with Educational Institutions, Subpart 31.7, Contracts with Non-Profit Organizations, or , Subpart 31.2, Contract with Commercial Organizations as appropriate. Costs shall be further governed by policies and procedures of the CONTRACTOR'S Prime Contract.

(C) SUBCONTRACTOR shall submit invoices **every ten (10) business days** after the close of each quarter after the start of the subcontract for payment of costs incurred during the preceding calendar months. SUBCONTRACTOR shall submit detailed invoices on the attached form **(Exhibit C)** provided by the CONTRACTOR. Each invoice shall be accompanied by the appropriate affidavit of wages paid and documentation of expenditures for each phase of work, including time and effort reports, **and be certified by Chief Financial Officer or Treasurer of the Region.** SUBCONTRACTOR shall submit invoices with receipts and other supporting documentation for all individual non-salary cost items. SUBCONTRACTOR shall provide a complete set of time sheets, records and accounts to identify salaries, payroll burden, and non-salary direct expenses incurred by personnel directly supporting the Work Program to accompany each invoice. These expenditures shall be documented in compliance with applicable Federal and State guidelines and be made available for review. If such documentation is found, during annual audits and/or reviews by the Federal Government and/or State to be not in compliance with applicable Federal and State guidelines, the SUBCONTRACTOR shall take an appropriate plan of corrective action to meet all guidelines or repay the undocumented costs to the CONTRACTOR for remittance to the appropriate Federal funding agency.

A final invoice is required no later than fifteen (15) business days from the last day of this Subcontract. A final invoice received beyond the fifteen (15) business days following the end date of this Subcontract is subject to refusal at the sole direction of the CONTRACTOR.

(D) Payments for performance under this subcontract shall be made by the CONTRACTOR to SUBCONTRACTOR on a cost reimbursable basis when billed.

(E) No Quarterly Invoices will be acted upon by the CONTRACTOR unless an acceptable Quarterly Progress Report complying with requirements of Article 7 below is submitted to the CONTRACTOR corresponding to the time period covered in the Quarterly Invoice.

(F) In accordance with state policy and practices, equipment purchases under this agreement (unless otherwise pre-approved) are not eligible for reimbursement. The intent of the Subregional Transportation Planning Program is to augment the existing Transportation Planning Program of the SUBCONTRACTOR. Therefore, the CONTRACTOR will not reimburse the SUBCONTRACTOR for equipment purchases under this agreement, unless otherwise pre-approved.

ARTICLE 5. EXAMINATION OF RECORDS

(A) SUBCONTRACTOR shall maintain all records relating to both negotiations and to costs incurred, which records shall include, but not be limited to, documents, papers, accounting records, and any other evidence pertaining to cost; shall make such records available at the respective offices of the CONTRACTOR at all reasonable times during the contract period and for three (3) years from the date of the final payment, and shall furnish copies of the records if requested. Additionally, all records involved with disputes, litigation or settlement of claims arising under or related to the contract shall be retained and made available until such disputes, litigation or claims are finally disposed of. No retained records or records involved with disputes, litigation or settlement of claims shall be destroyed by the SUBCONTRACTOR without the prior written approval of the CONTRACTOR.

(B) The books of account, files, and other records of SUBCONTRACTOR which are available to this subcontract, shall at all times, be available for inspection, review and audit by the CONTRACTOR and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of SUBCONTRACTOR; in addition, SUBCONTRACTOR shall provide such special reports as requested by the CONTRACTOR to permit evaluation of progress of the project.

(C) FAR Subpart 4.7 – Contractor Records Retention (48 C.F.R. 4.700 et seq.) and FAR 52.215-1 (48 C.F.R. 52-215-1) are hereby made a part of this subcontract by reference as if set forth fully herein.

(D) If any amount paid hereunder by the CONTRACTOR is subsequently disapproved or disallowed by the sponsor or another agency, the SUBCONTRACTOR shall, upon demand, promptly remit disapproved or disallowed amount to the CONTRACTOR.

ARTICLE 6. PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY

(A) Title to any inventions, intellectual property, software, designs, discoveries or the like (hereinafter collectively "Inventions") made solely by the SUBCONTRACTOR in the performance of this Subcontract, shall vest in the SUBCONTRACTOR to the extent permitted by the Prime Contract and/or prime sponsor. Rights to Inventions made solely by the CONTRACTOR shall belong to the CONTRACTOR. SUBCONTRACTOR grants CONTRACTOR, NJDOT and/or U.S. Government a global, royalty-free, irrevocable, non-exclusive license for CONTRACTOR, NJDOT and/or U.S. Government to access and use all developed work product to the extent necessary for CONTRACTOR, NJDOT and/or U.S Government to provide services with respect to and as required by the Prime Contract. SUBCONTRACTOR shall not incorporate any pre-existing intellectual property into the deliverables of this Subcontract without the prior written consent of CONTRACTOR. All ownership rights to Inventions created by either party under this Subcontract are subject to U.S. and/or state Government rights therein, if any.

(B) SUBCONTRACTOR and CONTRACTOR shall jointly and equally own title to all Inventions made jointly by employees of SUBCONTRACTOR and CONTRACTOR in the performance of this Subcontract. Each party agrees to cooperate with the other and to prepare and execute those documents reasonably necessary to carry out the intent of this Article. Each party agrees to share equally in the reasonable expenses in preparing, filing, prosecuting and/or maintaining patents for joint inventions in the U.S. and for those foreign countries which the parties mutually agree upon. CONTRACTOR shall control the filing of all jointly made Inventions.

(C) SUBCONTRACTOR shall provide prompt written notice to CONTRACTOR of any Invention or joint Invention made during SUBCONTRACTOR'S performance of this Subcontract.

ARTICLE 7. REPORTS

(A) The SUBCONTRACTOR shall prepare a Quarterly Progress Report (Exhibit C) and submit it to the CONTRACTOR within ten (10) business days after the close of each of the first through third (1st-3rd) quarters following the effective date of this Agreement. The fourth (4th) quarter report is due fifteen (15) business days after the close of the fiscal year.

Each Quarterly Progress Report shall include:

(1) A narrative description of work performed during the calendar quarter and any difficulties or delays encountered;

(2) A comparison of actual accomplishments to the goals established for the period;

(3) A comparison, by tasks, of costs incurred with amounts budgeted;

(4) A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed (this requirement can be met by including a bar chart showing schedule timing and actual progress); and

(5) Other pertinent supporting project information, data or products, including, to the extent applicable, reports, drawings, specifications, and the necessary operating and maintenance instructions concerning any item, or process developed under this Subcontract.

(B) The following disclaimer statement shall appear on the cover or the title page of any published report concerning this Project:

"The preparation of this report has been financed in part by the U.S. Department of Transportation, North Jersey Transportation Planning Authority, Inc., Federal Transit Administration and the Federal Highway Administration. This document is disseminated under the sponsorship of the U.S. Department of Transportation in the

interest of information exchange. The United States Government assumes no liability for its contents or its use thereof."

(C) SUBCONTRACTOR agrees to submit A-87 single audit report for local government, including report of match expenditures, within nine (9) months from the close of its fiscal year.

ARTICLE 8. TERMINATION

(A) CONTRACTOR may terminate this Subcontract by giving thirty (30) days advance written notice to SUBCONTRACTOR. In the event of early termination by CONTRACTOR, SUBCONTRACTOR shall cease work on the subcontract and refrain from incurring additional cost upon notification of termination. CONTRACTOR will reimburse SUBCONTRACTOR for approved and authorized work, and all reasonable and non-cancelable costs incurred by SUBCONTRACTOR up to the date of notice of termination. However, in no event shall CONTRACTOR be obligated to pay more than the total amount of this Subcontract. Notwithstanding this provision (or any other terms of this Subcontract), CONTRACTOR reserves the right to issue an immediate stop work order notice to SUBCONTRACTOR upon receipt of the same from the state and/or federal funding authorities. No payment for work, expenses or costs after the date of the stop work order notice will be paid by CONTRACTOR (including non-cancelable costs) unless CONTRACTOR receives the same from the state and/or federal funding authorities.

(B) Notwithstanding the provisions of Paragraph (A), in the event that the SUBCONTRACTOR is in default or has breached its obligations at the time of termination, CONTRACTOR does not waive any of its rights or remedies which it may have against SUBCONTRACTOR resulting from SUBCONTRACTOR's default, and CONTRACTOR may withhold all or part of payments to SUBCONTRACTOR to off-set its reasonably determined damages.

(C) If SUBCONTRACTOR has not taken action after six months from the beginning of the performance period specified in Article (3), Subcontractor shall be notified, by letter, that project funding will be rescinded and be reprogrammed within the CONTRACTOR.

ARTICLE 9. PUBLICITY

(A) SUBCONTRACTOR shall not use the name of the CONTRACTOR, nor any of its employees or agents for the purpose of publicity or advertising without the prior written consent of the CONTRACTOR. All publicity shall acknowledge the support of the prime sponsor to the extent required under the Prime Contract. Nothing herein shall be construed to prevent disclosures of information required by law or lawful process.

ARTICLE 10. DEBARMENT AND SUSPENSION

(A) The SUBCONTRACTOR certifies that neither it nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by and Federal and/or state agency.

ARTICLE 11. COMPLIANCE WITH LAWS

(A) SUBCONTRACTOR assures compliance with all applicable federal, state and local laws, rules and regulations and executive orders, as amended, including but not limited to: (a) Non-Discrimination In Employment and Equal Employment Opportunity (N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq; Titles VI and VII of the Civil Rights Act of 1964; Executive Orders 11246 and 11375 as implemented by 41 CFR Part 60; Rehabilitation Act of 1973, Section 504; Age Discrimination Act of 1976; and Title IX of Higher Education Act of 1972); (b) Drug-Free Workplace Act of 1988 (34 CFR Part 85); (c) Byrd Anti-Lobbying Amendment (31 USC 1352); (d) Protection of Human Subjects (45 CFR Part 46); (e) Clean Air Act (42 USC 7401 et seq.); (f) Water Pollution Control Act (33 USC 1251 et seq.); (g) Notification of Employee Rights Under Federal Labor Laws (Executive Order 13496); (h) Fair Labor Standards Act of 1938 (29 CFR Part 5); (i) US Export Control (Arms Export Control Act, 22 USC 2751-2794; International Traffic and Arms Regulation, 22 CFR Part 120; Arms Administration Act, 50 USC 2401-2420; and Export Administration Regulations 15 CFR 730-774); and (j) Disclosure of Investment Activities in Iran P.L. 2012, c.25. SUBCONTRACTOR further agrees to adhere to the terms of legal compliance specifically set forth in the Prime Contract to the same extent as required by CONTRACTOR, and shall furnish CONTRACTOR with such assurances as may be required under the Prime Contract. This provision shall be included in all sub-award documents related to this Subontract, at all tiers.

ARTICLE 12. ASSIGNMENT

(A) This Subcontract may not be assigned in whole or in part without the prior written consent of the CONTRACTOR.

ARTICLE 13. INDEMNIFICATION/INSURANCE

(A) SUBCONTRACTOR shall defend, indemnify, protect and save harmless the CONTRACTOR, its officers, and employees from and against all suits, claims, losses, demands or damages arising out of or claimed to arise out of its negligent acts, errors, or omissions in the performance of this Subcontract, except that SUBCONTRACTOR shall not be responsible for claims arising from the negligent acts, errors or omissions of CONTRACTOR. SUBCONTRACTOR shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. The foregoing obligations shall survive termination or expiration of this Subcontract. If any judgment shall be rendered against the CONTRACTOR for which indemnification is provided under this article, the SUBCONTRACTOR, shall, at its own expense, satisfy and discharge the same. It is understood that the obligations accepted by the SUBCONTRACTOR pursuant to this article "INDEMNIFICATION" relate to the scope of work attached herein. **(Exhibit A)**

(B) If requested by CONTRACTOR or required by the terms of the Prime Contract, SUBCONTRACTOR shall procure and maintain during the entire term of this Subcontract, commercial general and/or professional liability insurance, or equivalent self-insurance as may be applicable, to respond to claims of personal injury of property damage occurring within the scope of SUBCONTRACTOR's performance under this SUBCONTRACT, with CONTRACTOR named as an additional insured thereon with a limit of not less than $1,000,000 per occurrence for bodily injury and property damage/$2,000,000 aggregate.

ARTICLE 14. SPECIAL PROVISIONS

(A) In the event of non-compliance by the SUBCONTRACTOR with nondiscrimination provisions of this Agreement, the CONTRACTOR shall impose such sanctions as it, NJDOT, FHWA, and/or FTA may determine to be appropriate, including, but not limited to:

(1) Withholding payments to the SUBCONTRACTOR until the SUBCONTRACTOR complies; and

(2) Cancellation, termination or suspension of the Agreement, in whole or in part.

(B) "Lobbying Restrictions", attached hereto, is made part of the Agreement, labeled **(Exhibit F).**

ARTICLE 15. REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) SUBCONTRACTOR covenants that the performance of work and services pursuant to the requirements of this Agreement shall conform to all statutes, laws, regulations and standards. Except as set forth in the Work Statement/Proposal attached as **Exhibit A**, SUBCONTRACTOR warrants that its performance of this Subcontract does not depend on the acquisition of rights from any third party and the conveyance of the deliverables described in the Work Statement/Proposal attached as **Exhibit A** and will not knowingly infringe on the intellectual property right of any third party.

(B) SUBCONTRACTOR covenants that the quality of all services rendered shall be performed in accordance with prevailing professional standards within the applicable field or profession required under the Scope of Work.

(C) SUBCONTRACTOR represents and warrants that to solicit or secure this Subcontract, no company or person, other than a bona fide employee working solely for the SUBCONTRACTOR, has been employed or retained; and that the SUBCONTRACTOR has not agreed to pay any company or person, other than a bona fide employee working solely for the SUBCONTRACTOR, any finders fee, commission, percentage, brokerage fee, gift, or any other consideration, either contingent upon or resulting from the award or making of this Subcontract. For breach or violation of this representation or warranty, the CONTRACTOR shall have the right to either annul this Subcontract without liability, or in its discretion

to deduct or otherwise to recover from the contract price or consideration the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 16. SITUS

(A) Regardless of the place of physical execution or performance, this Subcontract shall be construed according to the laws of, and deemed to have been executed in the State of New Jersey. Any action or claim relating to or arising out of this Subcontract will be brought in a state or federal court sitting in the State of New Jersey and the parties irrevocably consent to personal jurisdiction and venue of, and agree to bound by any judgment and orders rendered by, such courts.

ARTICLE 17. NOTIFICATIONS

(A) Any notices or communication required to be sent to CONTRACTOR by SUBCONTRACTOR under this Subcontract shall be in writing and shall be hand delivered or sent by certified or registered mail, return receipt requested, to the below address:

If to New Jersey Institute of Technology (NJIT):

Ms. Nancy Eng
Director, Grants and Contract Services
NJIT
323 Martin Luther King, Jr. Blvd.
Newark, NJ 07102

If to the North Jersey Transportation Planning Authority, Inc.:

Ms. Angellita S. Young
Director, Finance and Administration
NJTPA
One Newark Center, 17th floor
Newark, NJ 07102

If to the Subcontractor:

Mr. Robert Cotter, Director
Housing, Economic Development & Commerce
Division of City Planning
30 Montgomery Street, Suite 416
Jersey City, NJ 07302

ARTICLE 18. CONFIDENTIALITY/PUBLICATION

(A) The parties agree to keep and maintain as strictly confidential any confidential or proprietary information and material of the other required for the performance of this Subcontract, provided that such information it is clearly marked as

"confidential" at the time of tender to the other, including but not limited to materials, technical data, or other information that one party may provide to the other, in connection with this Subcontract (collectively "Confidential Information"). CONTRACTOR is free to refuse to accept any proferred confidential information of SUBCONTRACTOR. Each party shall hold the Confidential Information in confidence, with the same degree of care that it applies to its own confidential information of like importance, but not less than reasonable care, except that each party may disseminate such Confidential Information to its employees who have a need to know for performance of this Subcontract. Each party shall use Confidential Information that it receives solely to accomplish the work required under this Subcontract and for no other purpose. Each party agrees that in the event of a breach or threatened breach of this provision, both may be irreparably harmed such that monetary damages will not adequately compensate it for its injuries. In the event of any such breach, both parties may be entitled, in addition to any rights or remedies it may have at law or in equity, to seek temporary and permanent injunctive relief issued by any court of competent jurisdiction enjoining and restraining the other from continuing such breach. The foregoing obligations shall survive termination or expiration of this Subcontract.

(B) "Confidential Information" shall not include the following information, to the extent that a party can show that the information: (i) is previously known by it at the time of disclosure without obligation of confidence, or without breach of this Subcontract; (ii) is publicly disclosed through no wrongful act of a party or its representatives; (iii) is received from a third party having the right to lawfully possess and disclose same and without breach of this Subcontract, (iv) is independently developed by a party without access or reference to the Confidential Information, (v) is approved for release by prior written authorization of the disclosing party, (vi) is required to be disclosed by governmental law, statute, regulation or the like, or court order. If a party is required to disclose any Confidential Information by a court of competent jurisdiction pursuant to applicable law or regulation, or by a properly filed Open Public Records Request, such party shall make such disclosure only to the extent expressly required and only after reasonable efforts to alert the other party of such disclosure requirement, so that the party owning the Confidential Information may seek to contest disclosure at its own cost and expense.

(C) CONTRACTOR shall be furnished copies of any proposed publication by SUBCONTRACTOR involving any work under this Subcontract at least sixty (60) days in advance of the submission to permit CONTRACTOR to make written comments or object in writing because there is patentable subject matter which needs protection or CONTRACTOR'S proprietary information which needs to be removed. CONTRACTOR shall provide SUBCONTRACTOR with such commentary or objection within thirty (30) days of receiving a proposed publication or forever waive its rights in this regard. In the event that CONTRACTOR makes a timely objection to a proposed publication, SUBCONTRACTOR shall refrain from making such publication or presentation for a maximum of ninety (90) days from date of receipt of such objection in order for either CONTRACTOR to file appropriate patent applications. If CONTRACTOR objects due to its proprietary information being contained in the proposed publication, SUBCONTRACTOR agrees to remove the same.

ARTICLE 19. GENERAL PROVISIONS

(A) The failure by either party to enforce any provision of this Subcontract or to timely insist on performance shall not constitute or be construed as a waiver of any right to strictly enforce a contractual provision.

(B) This Subcontract constitutes the entire understanding between the parties regarding this matter and merges any and all prior discussions, representations, promises, and warranties within its scope. There are no representations, warranties or promises not expressly set forth in this Subcontract.

(C) Except as expressly set forth herein, this Subcontract may not be modified, renewed, or extended, except in writing, signed by both parties.

(D) SUBCONTRACTOR shall not communicate directly with the prime sponsor regarding the performance of this Subcontract without the prior consent of CONTRACTOR.

(E) Any provision of this Subcontract that by its nature is intended to survive termination and/or expiration of this Subcontract, including but not limited to Articles 4, 5, 6, 9, 11, 13, 15 and 18, shall survive termination and/or expiration of this Subcontract.

(F) SUBCONTRACTOR shall be deemed to be an independent contractor and, as such, neither SUBCONTRACTOR nor its employees shall be entitled to any benefits applicable to employees of CONTRACTOR.

(G) Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, statement, commitment or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

(H) SUBCONTRACTOR acknowledges that technology, software, services, and commodities provided by CONTRACTOR may be subject to laws or regulations restricting their export, re-export, transfer or release to certain entities or destinations, including those laws and regulations administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control). With respect to any export, re-export, transfer, or release otherwise permitted under this Agreement, SUBCONTRACTOR shall comply with all applicable U.S. government requirements, including the U.S. Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this subcontract as of the day and year first above written.

ATTEST/SEAL

Date 12/3/14

New Jersey Institute of Technology

By

Mr. Henry A. Mauermeyer
Senior Vice President for Administration & Treasurer

North Jersey Transportation
Planning Authority, Inc.

By

Mary K. Murphy
Executive Director

ATTEST/SEAL

Date

For the SUBCONTRACTOR:

By

(Typed Name)

(Title)

Instructions to SUBCONTRACTOR: If a corporation, affix a corporate seal.

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

City Clerk File No. Res. 14.788

Agenda No. 10.I

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO JOIN IN A GRANT APPLICATION CONCERNING RENEWABLE ENERGY STORAGE TO THE NEW JERSEY BOARD OF PUBLIC UTILITIES

WHEREAS, the City of Jersey City ("City") has procured solar energy panels and an energy storage device/back-up battery generator (the "Solar Project") pursuant to Resolution No. 14.255 adopted on April 9, 2014, authorizing the acceptance of Hudson Energy Solar Corporation proposal as the solar power provider ("Power Provider") for the new Jersey City Municipal Services Complex, located at 13 Linden Ave., Jersey City, New Jersey;

WHEREAS, the Board of Public Utilities ("BPU)" recently approved a $3 million competitive solicitation aimed at encouraging the development of renewable electric storage project;

WHEREAS, electric energy storage devices store electricity generated by renewable sources so it can be used at other times when electric demand peaks, or during power outages;

WHEREAS, Power Provider's back-up battery generator to be installed within the City may qualify for the BPU grant; and

WHEREAS, Power Provider desires to submit a grant proposal regarding the Solar Project, which will be evaluated on the basis of economics, readiness, technology and resiliency;

WHEREAS, the grant proposals were submitted December 8, 2014, and the City must now submit acknowledgment of joining in the grant and certify to certain facts concerning the Solar Project;

WHEREAS, City desires to further the public interest by joining in the grant application due to the potential of sharing of any award monies between the Power Provider and the City;

WHEREAS, the City is not authorizing the use of any funds for this grant;

WHEREAS, the proper City Officials have reviewed the application and instructions, desire to make an application for such a grant, provide application information and furnish such documents as may be required; and

WHEREAS, Power Provider shall prepare the application and ensure it is complete and in conformance with the scope and intent, and submit the application and all necessary follow-up documentation.

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

1. That it is hereby authorized to join Power Provider in the grant application to the BPU; and,

2. That the City of Jersey City is committed to providing such information or furnish such documents as be necessary for the grant application; and,

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.788

Agenda No. 10.I DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO JOIN IN A GRANT APPLICATION CONCERNING RENEWABLE ENERGY STORAGE TO THE NEW JERSEY BOARD OF PUBLIC UTILITIES

3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute documents necessary to effectuate the grant application; and

4. That the City of Jersey City agrees to comply with all the applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,

5. That this resolution shall take effect immediately.

BD/km
12/8/2014

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY BOARD OF PUBLIC UTILITIES FOR THE RENEWABLE ENERGY INCENTIVE PROGRAM (REIP) REGARDING RENEWABLE ENERGY STORAGE INCENTIVE

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Resolution authorizing to join in a grant application with the solar developer to the New Jersey Board of Public Utilities for the Renewable Energy Incentive Program (REIP) regarding renewable energy storage incentive.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Jersey City MSC

FY2015 Renewable Energy Incentive Program (REIP)

Renewable Electric Storage Competitive Solicitation

Appendix B- Application Checklist

The REIP offers financial incentives through a competitive solicitation process for applicants investing in electric storage projects that are integrated with Class 1 renewable energy systems.

Incentives are contingent upon the applicant meeting all other program requirements, including but not limited to compliance with the host Electric Distribution Company's interconnection requirements and compliance with all applicable local, state and federal laws, permit requirements and regulations. Once approved, REIP applicants will have 12 months from the date of the REIP Approval letter to satisfy all program requirements and submit the Final As-Built Packet to request an REIP program inspection.

Listed below is the documentation required when submitting an application packet.

- ☑ Completed REIP Application Form (Appendix A) with all appropriate signatures.
- ☑ Completed Renewable Electric Storage Technical Worksheet (Appendix C).
- ☑ Copy of a recent electric bill with yearly usage in kilowatthours or copies of monthly electric bills for the previous 12 months (last bill within past three months). **Proof of electric or gas account from a regulated utility is required to process the REIP Application.**
  - o If the installation is part of a new construction or expansion project, or the property is under new ownership, and 12 months of recent electric bills are not available, applicant must provide all available electric bills **and** a copy of a **signed and sealed load estimator from a Professional Engineer (PE).**
- ☑ Equipment Specification sheets showing the total system rated net continuous output.
- ☑ A one-page site map. This document can be an **overhead view drawing or a single line electrical diagram** and must clearly indicate the location of the generator(s), energy storage equipment such as, batteries (if any), lockable disconnect switch (unless otherwise approved by the electric utility, the disconnect switch shall be installed at the electric utility meter location), and point of connection with the utility system. The installation address, current electric utility account number at that address, and the installer's name and telephone number must also be included on the site map.
- ☑ Copy of 10 -year certification addendum signed by both the applicant and the installer/developer. This document states that the applicant agrees to repay a pro-rated share of the incentive received if the installed equipment is sold, moved or transferred outside the State of New Jersey within 10 years of the incentive payment date.

FY2015 Renewable Energy Incentive Program (REIP)

Renewable Electric Storage Competitive Solicitation

Appendix B Application Checklist

- [x] Applicants may include a copy of the executed contract signed by both the Applicant and installer/developer. Applicants not submitting executed contracts must include a timeline showing the expected date on which an executed contract will be submitted, and any relevant milestones leading up to that date. The submittal of an executed contract will be accepted as satisfying one of the evaluation criteria considered by the Solicitation Evaluation Committee.
- [x] A letter signed by the project installer/developer and Applicant that includes a breakdown of the total estimated cost of the project (see Section 5.3 for eligible costs) and all funding sources.
- [x] A completed REIP Milestone Reporting Form for Renewable Electric Storage Projects (Appendix D), This Form must be submitted as an initial report with the REIP Application packet and quarterly thereafter, including any extensions to the initial REIP Approval period, until the Final As-Built packet is submitted.
- [x] A completed Data Collection for Evaluation Form (see Appendix E).
- [x] A decommissioning plan for the storage system, describing the arrangements the Applicant has made for the environmentally-responsible disposal of the system at the end of its useful life. See Section G REIP Technical Worksheet.
- [x] A description of similar projects successfully installed by the project name, time in operation and other relevant data. See Section F REIP Technical Worksheet.

Applicants should mail or hand-deliver one (1) original hard copy and four (4) electronic copies of the completed REIP Application packet in a digital format (CD, DVD or thumb drive). Please ensure that all electronic documents are individually scanned and identified as they appear on the Energy Storage Application Checklist. Any documents that are faxed or emailed will **not** be accepted.

Please mail or deliver all material to:

Renewable Energy Incentive Program
New Jersey's Clean Energy Program
c/o Conservation Services Group
75 Lincoln Highway, Suite 100
Iselin, NJ 08830

Saturday, December 06, 2014

Office of Clean Energy
New Jersey Board of Public Utilities
Renewable Energy Incentive Program (REIP)
Fiscal Year 2015 Renewable Electric Storage Incentive

Subject: Project Overview for Solar PV and Electric Storage Project to serve the Jersey City Municipal Services Complex application for NJ BPU Electric Storage REIP

Hudson Energy Solar and Solar Grid Storage was awarded the first Solar PV plus Energy Storage project to be built for the Jersey City Municipal Services Complex in March 2014.

SunEdison acquired Hudson Energy Solar in November 2014. The project is shovel ready with an executed PPA. There have been a number of unforeseen design, engineering and hardware interface unknowns that have caused significant delays and cost overruns which have challenged the economic viability of this effort and stalled construction of this project. Upon award of the incentive, construction for the back-up systems will begin immediately. Further, the energy storage system will be updated to allow for 1000v DC input that has since become market standard practice.

This project will provide a scalable template for Solar PV plus Storage backup systems at New Jersey public facilities and help the nescient storage industry achieve commercial viability to support grid resiliency and storm preparedness.

We respectfully submit this application for the Office of Clean Energy's review and consideration.

FY2015 Renewable Energy Incentive Program (REIP)

Renewable Electric Storage Incentive

Appendix A - Application Form

A. APPLICANT / SITE HOST CONTACT (Where will the system be installed?)

Electric Utility Name: PSE&G Account Number: ~~[illegible]~~ 42 324 502 01

Gas Utility Name: PSE+G Account Number: ~~[illegible]~~ 42 362 512 02

Company Name (if applicable): Jersey City Municipal Services Complex

First Name: Robert Last Name: Kakoleski

Daytime Phone: 2015475147 Fax Number: 2015474833 Email: RJKakoleski@jcnj.org

Installation Address: 13 Linden Ave East

City: Jersey City State: NJ Zip Code: 07305

Mailing Address (if different): ☐ Same as Install 280 Grove St, Room 108

City: Jersey City State: NJ Zip Code: 07302

Building Type: ☐ Commercial ☐ Non-Profit ☐ Public School ☐ School Other ☑ Government ☐ Farm

Public and Critical Facility? Yes (Yes / No) Facility Type (i.e. hospital, school, office): City Municipal Services

B. SYSTEM OWNER (Who will own the system after it is installed?) FILL OUT IF DIFFERENT PERSON THAN SECTION A

Company Name: SunEdison Origination3, LLC Contact Person: Craig Both

Mailing Address: 12500 Baltimore Ave

City: Beltsville State: MD Zip Code: 20705

Daytime Phone: 4439097200 Fax Number: 2402648260 Email: cboth@sunedison.com

C. INCENTIVE RECIPIENT (Fill in section if rebate check is to be issued to an organization / person other than the Site Host Contact)

Company Name: SunEdison Origination3, LLC Contact Person: Craig Both

Mailing Address: 12500 Baltimore Ave

City: Beltsville State: MD Zip Code: 20705

Daytime Phone: 4439097200 Fax Number: 2402648260 Email: cboth@sunedison.com

Applicant Signature: Marc Fioravanti

D. INSTALLER/DEVELOPER

Company Name: SunEdison Origination3, LLC Contact Person: Craig Both

Mailing Address: 12500 Baltimore Ave

City: Beltsville State: MD Zip Code: 20705

Daytime Phone: 4439097200 Fax Number: 2402648260 Email: cboth@sunedison.com

Installer to be determined: ☑ Self Install

E. CERTIFICATIONS

The undersigned warrants, certifies and represents that 1) the information provided in this form is true and correct to the best of his or her knowledge; 2) a net metered behind-the-meter system that will not exceed 100% of the host's historic annual electric usage on a site owned by a customer that pays the Societal Benefits Charge on an electric or gas bill.3) the installer/developer will provide manuals related to the system operation and maintenance to the system owner; 4) the system proposed will be constructed, installed and operated in accordance with all NJBPU rules and applicable laws, and all NJBPU policies and procedures for the REIP Renewable Electric Storage Incentive; 5) the applicant/site host contact is the Customer of Record for the Utility Account; 6) the site host contact gives permission for a program representative to review their electric account information, both prior to installation and subsequent to installation; 7) all signed parties realize that certain information in their application may be subject to the Open Public Records Act (OPRA); 8) the installer/developer has reviewed and explained the applicable REIP Renewable Electric Storage Technical Worksheet; and 9) the Worksheet that accompanies this application is accurate and system installation will follow the instructions detailed on the instruction page of the Worksheet.

See attached Non-binding email of Interest

System Owner:

Signature: Marc Fioravanti

Print Name: Marc Fioravanti

Date: 12/5/2014

Site Host (if different from system owner):

Signature:

Print Name:

Date:

Installer/Developer:

Signature: Marc Fioravanti

Print Name: Marc Fioravanti

Date: 12/5/2014

Gmail by Google

Matt McMonagle <mmcmonagle@solargridstorage.com>

FW: BPU Grant Application

1 message

Michael Conti <mconti@sunedison.com> Mon, Dec 8, 2014 at 1:00 PM
To: Matt McMonagle <mmcmonagle@solargridstorage.com>, Craig Both <cboth@sunedison.com>

- Michael

Michael Conti

Regional Sales Manager

Office: (212) 634-6419

Cell: (347) 463-5803

Email: mconti@sunedison.com

From: Bhavini Doshi [mailto:BDoshi@jcnj.org]
Sent: Monday, December 08, 2014 1:00 PM
To: Michael Conti
Cc: Gregory Corrado
Subject: BPU Grant Application

Dear Michael,

Please note the City's interest in SunEdison's grant application for the NJBPU Renewable Energy Incentive Program (REIP), Renewable Electric Storage Incentive. While it cannot sign until after the City Council approves the application at its meeting to be held on December 17th, we extend a non-binding email of interest in hopes that the BPU will consider the application.

Bhavini A. Doshi

Assistant Corporation Counsel

City of Jersey City Department of Law

280 Grove Street | Jersey City, New Jersey 07302

P: 201.547.5178 | F: 201.547.5230

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer.Thank you.

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Confidentiality Statement of SunEdison and its subsidiaries: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and may contain information that is legally privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender immediately by telephone or by return E-mail and delete this message, along with any attachments, from your computer.
No Contract: Regardless of content, this email shall not operate to bind SunEdison or its subsidiaries to any purchase order or contract unless pursuant to a written agreement signed by SunEdison or its subsidiaries expressly permitting the use of email for such purpose.

FY2015 Renewable Energy Incentive Program (REIP)

Renewable Electric Storage Competitive Solicitation

Appendix C -Technical Worksheet

A. RENEWABLE ENERGY SYSTEM INFORMATION

Applicant Name: Craig Both — Company Name: SunEdison Origination3, LLC

Type of System: ☑ Solar ☐ Wind ☐ Biomass — Existing System: No (Yes/No)

System Capacity: 991.980 DC kW — Annual Production: ######### kWH — Production as % of facility's annual electric use: 53.00%

SRP, REIP or CORE Project Number: _____ — Date of system's authorization to energize: _____

B. HOST FACILITY INFORMATION

Does facility operate 24/7/365? Yes (Yes / No) — If no, how many hours does it operate annually? _____

Does existing facility have islanding capability? Yes (Yes / No) — Does existing facility have blackstart capability? (Yes / No) Yes

Will proposed facility have islanding capability? Yes (Yes / No) — Will proposed facility have blackstart capability? (Yes / No) Yes

Please identify the facility's critical load by type (computers, life sustaining equipment, refrigeration, etc.) and demand:

Type:	Existing Demand (AC kW)	Proposed Demand (AC kW)
750kW generator serves existing emergency panel	750.000	750.000
Snow removal verhicle operations and office support	90.000	90.000
Fire and Vehicle Police operations and office support	90.000	90.000
Total:	930.000	930.000

Existing critical load to be met by the project in an emergency: 750.000 AC kW — Percentage of total critical load: 0.81 %

Proposed critical load to be met by the project in an emergency: 930.000 AC kW — Percentage of total critical load: 1.00 %

What is the length of time that the critical load can be met? 4 Hours

Number of end-users who directly benefit from the project: 500

C. PROPOSED STORAGE EQUIPMENT INFORMATION

1. Energy Storage Battery Type (i.e., lithium ion, lead acid, etc.): lithium ion
2. Manufacturer: AllCell Technologies LLC
3. Model Number: 840222U
4. Capacity Rating of each storage unit: 18 AC Watts — Number of battery units: 69445
5. Total System Capacity Rating: 1250010 AC Watts (No. of storage units x Capacity Rating)
6. Maximum discharge time in hours: 3.7
7. Projected Annual Discharge: 2878544.000 kWh/yr.
8. Expected Life of Project: 15 years
9. Round-trip Efficiency: >90 %
10. Primary use for stored energy: Load Shifting ☐ Frequency Regulation ☐ Emergency Back-Up ☑
11. Secondary use for stored energy: Load Shifting ☐ Frequency Regulation ☑ Emergency Back-Up ☐

FY2015 Renewable Energy Incentive Program (REIP)

Renewable Electric Storage Competitive Solicitation

Appendix C - Technical Worksheet

D. SYSTEM COSTS AND INCENTIVE REQUEST

1. Total Estimated Installed System Cost ($): $ 1,585,000.00
   Eligible installed system cost includes all key system components, installation, and applicable interconnection costs before New Jersey's Clean Energy Program incentive, less any other direct incentives. The actual costs must be documented by invoices from the vendor(s), as well as proof of customer purchase (copy of customer's check, credit card receipt or lease contract and documentation) submitted with the Final As-Built packet.

2. Total Estimated Installed System Cost (per kW): $ 1,252.00 per kW

3. Variable O&M Cost: $ 30.00 per kWh

4. Fixed O&M Cost (Estimated Annual Value): $ 10,000.00
   Fixed O&M Cost (Estimated Annual Value per kW): $ 8.00

5. Projected annual financial benefit (cost savings plus projected annual revenue from demand response and other ancillary services): $ 122,069.00

6. Requested Incentive: $ 200,000.00 ***(Maximum incentive is $500,000 per project and $750,000 per entity)***

7. Requested incentive per kW of total storage capacity: $ 6,250.05 (Section D6 divided by Section C5 * 1,000)

8. Identification of other incentive(s) applied for or obtained that was subtracted from Total Installed System Cost on Line D1. Please identify the agency, program and dollar amount of each incentive:

Agency	Program	Dollar Amount
	Total $ Amount:	0.00

9. Maximum allowable incentive: $ 475,500.00 (30% of Installed Cost from Section D1)

10 Final incentive amount requested: $ 200,000.00 (Equals the lesser of Section D6 or D9)

E. WARRANTY INFORMATION

1. Equipment: 10 Years
2. Installation: 1 Years
3. Parts and Labor: 1 Years

F. SIMILAR PROJECTS SUCCESSFULLY INSTALLED BY PROJECT TEAM

Similar Projects Successfully Installed by the Project Team

Project Name	Location	Time in Operation	System Size (kW)	Maximum Discharge Time	Supporting Critical Load? (Yes/No)
GridSTAR Center	Philadelphia, PA	19 months	150kW	N/A	No
Konterra Realty	Laurel, MD	13 months	500kW	15 hours	yes
WP Properties Denville	Denville, NJ	17 months	250kW	N/A	No
WP Properties Hackettstown	Hackettstown, NJ	17 months	250kW	N/A	No

G. DECOMMISSIONING PLAN

Please summarize the decommissioning plan for the storage system:

Solar Grid Storage PowerFactor systems include an advanced bi-directional, dual DC-input inverter with a lithium-ion battery system housed within a secure ISO 20 foot shipping container. At end of life, Solar Grid Storage will remove the battery module assemblies from the rack and enclosure at the project site. The battery module assemblies will be returned to AllCell Technologies, the battery integrator vendor, for disassembly and recycling of the battery cells. The steel rack and enclosure assemblies will ramin in the ISO container for transport to a metal recycling facility local to the project site. Solar Grid Storage is committed to an environmentally responsible decommissioning process for the storage system that maximizes the recycling and re-use of the system components. The system is designed to be modular to allow for ease of disassembly.

PARTNER
Engineering and Science, Inc.

October 29, 2013

Division of Architecture
Public Works Complex
575 Route 440
Jersey City, NJ 07305

Attn: Brian Weller, Director

Re: Jersey City Municipal Service Complex
13 Linden Ave. Jersey City, NJ
PES#330064000200

Dear Mr. Weller,

The following is the proposed electrical load consumption indicated in Kilo Watts Hours (KWh) for the above referenced projects Auto/Office and Shop Buildings only for PV Analysis:

Auto/Office Building

Primary Heating:	19,410KWh
Other Heating Accessories:	185KWh
Cooling Compressor:	258,145KWh
Tower/Condenser Fans:	20,816KWh
Condenser Pump/ Other Cooling Accessories:	173KWh
Supply Fans:	540,140KWh
Pumps:	11,046KWh
Stand-alone Base Utilities:	386,797KWh
Lighting:	540,614KWh
Receptacles:	105,665KWh
Auto/Office Sub-total:	1,894,993KWh/yr
	7,218,259kBtu/yr

Shop Building

Primary Heating:	5,993KWh
Other Heating Accessories:	2,847KWh
Cooling Compressor:	558KWh
Tower/Condenser Fans:	282KWh
Condenser Pump/ Other Cooling Accessories:	1755KWh
Supply Fans:	9,292KWh
Stand-alone Base Utilities:	9,292KWh
Lighting:	70,516KWh
Receptacles:	44,096KWh
Shop Building Sub-total:	135,341KWh/yr
	757,865kBtu/yr

611 Industrial Way W., Eatontown, NJ 07724 ◊ Phone 732-380-1700 ◊ Fax 732-380-1701

The total for the Auto/Office Building and the Shop Building is 2,030,334KWh/yr and 7,976,124kBtu/yr.

Should you have any questions or have any comments, please do not hesitate to call.

Very truly yours,

PARTNER ENGINEERING AND SCIENCE, INC.

John C. (Chris) Morris III, P.E.
National Practice Leader

NJ PE License Number: 24GE02659900

Cc: Via Email: Michael Razzoli, Jersey City DPW Director
Donn Henry, Urbahn Architects
Joseph Santaiti, Gabel Associates

MATERIAL SAFETY DATA SHEET

Model 18650MF1 Lithium-Ion Battery

LG CHEMICAL LIMITED

1. Chemical Product and Company Identification

Product Identification

LG CHEM 18650MF1 Lithium-Ion Battery

Manufacturer

LG Chemical Limited.
Twin Tower
Youido-Dong , Youngdeungpo-Ku
Seoul, Korea

Emergency Telephone Number

82-2-3773-7256

2. Composition Information

Hazardous Ingredients	%	CAS Number
Aluminum Foil	2-10	7429-90-5
Metal Oxide (proprietary)	20-50	
Styrene-Butadiene-Rubber	<1	
Polyvinylidene Fluoride (PVDF)	<5	24937-79-9
Copper Foil	2-10	7440-50-8
Carbon (proprietary)	10-30	7440-44-0
Electrolyte (proprietary)	10-20	
Stainless steel, Nickel and inert materials	Remainder	N/A

* Equivalent Lithium content: 0.66g, Cell Energy: 7.95 Wh

3. Hazards Identification

Emergency Overview

May explode in a fire, which could release hydrogen fluoride gas.
Use extinguishing media suitable for materials burning in fire.

Primary routes of entry

Skin contact	:	NO
Skin absorption	:	NO
Eye contact	:	NO
Inhalation	:	NO
Ingestion	:	NO

Symptoms of exposure

Skin contact

No effect under routine handling and use.

Skin absorption

No effect under routine handling and use.

Eye contact

No effect under routine handling and use.

Inhalation

No effect under routine handling and use.

Reported as carcinogen

Not applicable

4. First Aid Measures

Inhalation
Not a health hazard.

Eye contact
Not a health hazard.

Skin contact
Not a health hazard.

Ingestion
If swallowed, obtain medical attention immediately.

IF EXPOSURE TO INTERNAL MATERIALS WITHIN CELL DUE TO DAMAGED OUTER CASING, THE FOLLOWING ACTIONS ARE RECOMMENDED ;

Inhalation
Leave area immediately and seek medical attention.

Eye contact
Rinse eyes with water for 15 minutes and seek medical attention.

Skin contact
Wash area thoroughly with soap and water and seek medical attention.

Ingestion
Drink milk/water and induce vomiting; seek medical attention.

5. Fire Fighting Measures

General Hazard

Cell is not flammable but internal organic material will burn if the cell is incinerated. Combustion products include, but are not limited to hydrogen fluoride, carbon monoxide and carbon dioxide.

Extinguishing Media

Use extinguishing media suitable for the materials that are burning.

Special Firefighting Instructions

If possible, remove cell(s) from fire fighting area. If heated above 125°C, cell(s) may explode/vent.

Firefighting Equipment

Use NIOSH/MSHA approved full-face self-contained breathing apparatus (SCBA) with full protective gear.

6. Accidental Release Measures

On Land

Place material into suitable containers and call local fire/police department.

In Water

If possible, remove from water and call local fire/police department.

7. Handling and Storage

Handling

No special protective clothing required for handling individual cells.

Storage

Store in a cool, dry place.

8. Exposure Controls / Personal Protection

Engineering controls

Keep away from heat and open flame. Store in a cool dry place.

Personal Protection

Respirator

Not required during normal operations. SCBA required in the event of a fire.

Eye/face protection

Not required beyond safety practices of employer.

Gloves

Not required for handling of cells.

Foot protection

Steel toed shoes recommended for large container handling.

9. Physical and Chemical Properties

State	Solid
Odor	N/A
PH	N/A
Vapor pressure	N/A
Vapor density	N/A
Boiling point	N/A
Solubility in water	Insoluble
Specific gravity	N/A
Density	N/A

10. Stability and Reactivity

Reactivity
None

Incompatibilities
None during normal operation. Avoid exposure to heat, open flame, and corrosives.

Hazardous Decomposition Products
None during normal operating conditions. If cells are opened, hydrogen fluoride and carbon monoxide may be released.

Conditions To Avoid
Avoid exposure to heat and open flame. Do not puncture, crush or incinerate.

11. Toxicological Information

This product does not elicit toxicological properties during routine handling and use.

Sensitization	Teratogenicity	Reproductive toxicity	Acute toxicity
NO	NO	NO	NO

If the cells are opened through misuse or damage, discard immediately. Internal components of cell are irritants and sensitizers.

12. Ecological Information

Some materials within the cell are bioaccumulative. Under normal conditions, these materials are contained and pose no risk to persons or the surrounding environment.

13. Disposal Considerations

California regulated debris

RCRA Waste Code : Nonregulated

Dispose of according to all federal, state, and local regulations.

14. Transport Information

Lithium Ion batteries are considered to be "Rechargeable batteries" and meet the requirements of transportation by the U.S. Department of Transportation(DOT), the International Civil Aviation Administration(ICAO), the International Maritime Dangerous Goods (IMDG) Code.

Even classified as lithium ion batteries (UN3480), 2013 IATA Dangerous Goods Regulations 54th edition Packing Instruction 965 Section IB or II is applied.

The general and additional requirements apply to all lithium ion cells and batteries prepared for transport according to this packing instruction:

1) Section IB applies to lithium ion cells with a Watt-hour rating not exceeding 20 Wh and lithium ion batteries with a Watt-hour rating not exceeding 100 Wh packed in quantities that exceed the allowance permitted in Section II, Table 965-II; and

2) Section II applies to lithium ion cells with a Watt-hour rating not exceeding 20 Wh and lithium ion batteries with a Watt-hour rating not exceeding 100 Wh packed in quantities not exceeding the allowance permitted in Section II, Table 965-II.

TABLE 965-II

Contents	Lithium ion cells and/or batteries with a Watt-hour rating of 2.7 Wh or less	Lithium ion cells with a Watt-hour rating of more than 2.7 Wh but not more than 20 Wh	Lithium ion batteries with a Watt-hour rating of more than 2.7 Wh but not more than 100 Wh
1	2	3	4
Maximum number of cells/batteries per package	No limit	8 cells	2 Batteries
Maximum net quantity per package	2.5 kg	N/A	N/A

Cells and/or batteries specified in columns 2, 3 and 4 of Table 965-II must not be combined in the same package.

Each cell or battery is of the type proven to meet the requirements of each test in the UN Manual of Tests and Criteria Part 3 subsection 38.3.

15. Regulatory Information

OSHA hazard communication standard (29 CFR 1910.1200)

_____Hazardous ✓ Non-hazardous

cool by design

MATERIAL SAFETY DATA SHEET

SECTION 0.1: HISTORY

Document Number: MSDS-102			
Version	**Item**	**Description**	**Date**
V01	Origin	Initial Release	09.26.2013

SECTION 0.2: PRODUCTS

Product Category	Phase Change Material (PCM)
Model name	All PCM parts using 55C Wax, (120001)

SECTION 1: MANUFACTURER'S INFORMATION

Manufacturer	AllCell Technologies
Address	2321 W. 41st St. Chicago, IL 60609 USA
Phone	+1 (773) 922-1155
Emergency Phone	Professional Emergency Resource Services 1-800-633-8253 P.O. Box 1560 Ogden, UT 84402-1560 www.pers-er.com
Date Prepared	7/23/2013

SECTION 2: MATERIAL AND INGREDIENTS INFORMATION

Chemical Name	CAS Number	Concentration
Paraffin Wax	8002-74-2	~80%
Natural Graphite	7782-42-5	~20%

SECTION 3: HAZARDS IDENTIFICATION

PRIMARY ROUTES OF ENTRY

Skin contact, Skin absorption, Eye contact, Inhalation, and Ingestion: May cause irritation. Not likely under normal product use conditions.

SYMPTOMS OF EXPOSURE

Skin contact: No effect under routine handling and use.
Skin absorption: No effect under routine handling and use.
Eye contact: No effect under routine handling and use.
Inhalation: No effect under routine handling and use.

REPORTED AS CARCINOGEN: Not applicable

SECTION 4: FIRST-AID MEASURES

- Inhalation: Move to area with fresh air. Blow nose, gargle. Seek medical attention if necessary.
- Skin contact: No immediate hazard. Wash the contact region with soap and water if necessary. If any irritation persists, seek medical attention.
- Eye contact: Immediately flush eyes with water continuously for at least 15 minutes. Seek medical attention.
- Ingestion: Seek medical attention if necessary.

SECTION 5: FIRE-FIGHTING MEASURE

- Suitable extinguishing media: CO_2, dry chemical, foam, or water.
- Specific hazards: Carbon monoxide with incomplete combustion.
- Specific methods of fire-fighting: Wear NIOSH approved self-contained breathing apparatus to fight a fire involving this material. Firefighters wear full protective gear.

NFPA Hazard Rating:

- Health: 1
- Fire: 1
- Reactivity: 0

NFPA Scale: 0 = Minimal 1, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

SECTION 6: ACCIDENTAL RELEASE MEASURES

- Personal precautions: Remove leaked materials with protective equipment (protective glasses and protective gloves).
- Environmental precautions: Follow local regulations for disposal.
- Method of cleaning up: Carefully sweep up material and wash floor with soap and water. Containerize for solid waste disposal.

ALLCELL TECHNOLOGIES LLC 2321 West 41st Street, Chicago, Illinois 60609 USA PH:+(1) 773.922.1155

SECTION 7: PRECAUTIONS FOR SAFE STORAGE AND HANDLING

Storage	Store in a cool, well-ventilated, dry area. Do not expose to temperature above 70°C.
Handling	PCM, being conductive, can cause short circuits and other electrical malfunctions. Use caution.
Disposal	Dispose in accordance with applicable federal, state and local regulations.

SECTION 8: EXPOSURE CONTROLS AND PERSONAL PROTECTION

- Respiratory Protection: Not necessary under normal use.
- Eye Protection: Not necessary under normal use. Eye wash fountains are recommended.
- Hand Protection: Use gloves to protect from spread of graphite. PCM may be hot during use.
- Skin Protection: Not necessary under normal use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Appearance

- Physical state: Solid
- Form: Irregular/Rectangle
- Color: Black
- Odor: No odor
- pH: NA
- Melting Point: 55°C (131°F) The composite does not completely melt, but can become very soft and tacky at this temperature.
- Flash point: 190°C (374°F)
- Specific Gravity: .94 @ 25°C (77°F)
- Explosion properties: NA
- Density: NA
- Solubility: Insoluble in water

SECTION 10: STABILITY AND REACTIVITY

- Stability: Stable under normal conditions
- Materials to avoid: Conductive materials, strong oxidizers, acids and alkalis.
- Hazardous decomposition products: Carbon monoxide with incomplete combustion.

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SECTION 11: TOXICOLOGICAL INFORMATION

This product does not produce toxicological properties during routine handling and use.

Sensitization: NO	Teratogenicity: NO	Reproductive toxicity: NO	Acute toxicity: NO

- Irritation: Not applicable
- Neurological Effects: Not applicable.
- Sensitization: Not applicable.
- Teratogenicity: Not applicable.
- Reproductive Toxicity: Not applicable.
- Mutagenicity (Genetic Effects): Not applicable.
- Toxicologically Synergistic Materials: Not available.

SECTION 12: ECOLOGICAL INFORMATION

- No information available for the product

SECTION 13: DISPOSAL CONSIDERATIONS

- Disposal: Follow all federal, state, and local regulations.
- Contaminated packaging: Neither a container nor packing is contaminated during normal use.

SECTION 14: TRANSPORT INFORMATION

Not regulated

SECTION 15: REGULATORY INFORMATION

No known state or federal regulations

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SOLAR GRID storage

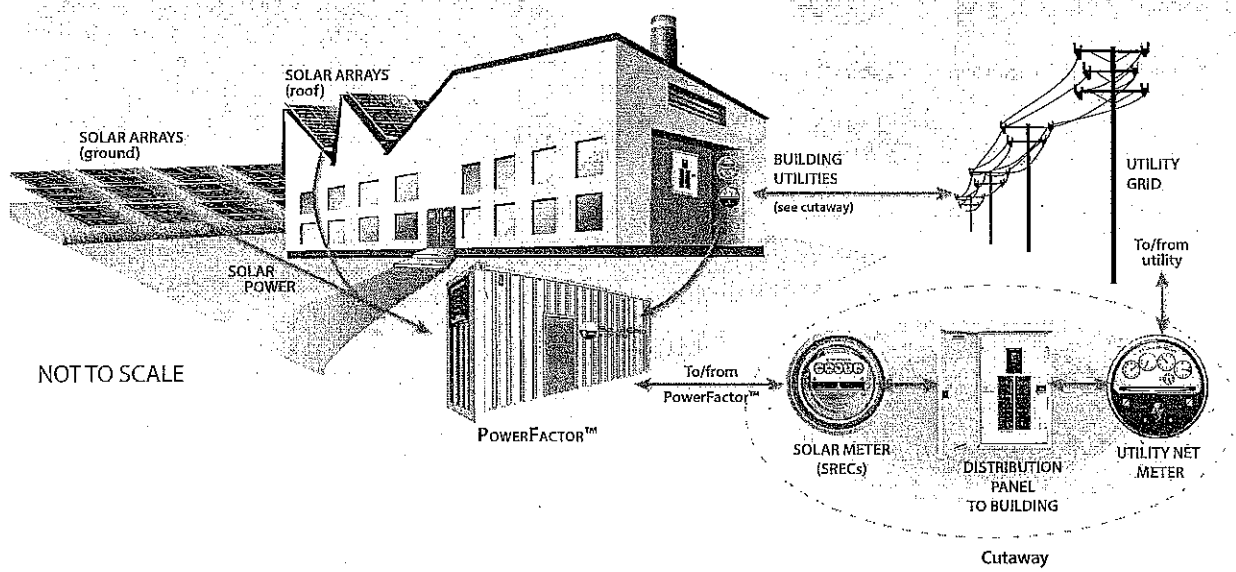
PA 215-352-5369
NJ 609-498-6479
MD 301-637-3644

PowerFactor™

DRAMATICALLY REDUCE SOLAR SYSTEM COSTS
– *AND ADD STORAGE* –

Ushering in the Grid of the Future

Solar Grid Storage is a company of experienced solar veterans who have developed an innovative business model to allow batteries to be added to commercial PV projects while lowering system costs and adding new benefits



The Offer

Solar Grid Storage shares its multi-purpose inverter with PV systems at no cost to the host. Our PowerFactor™ provides standard PV functions while unlocking innovative new uses of solar energy to earn revenue from grid markets. This helps pay for the equipment upgrade. The PV developer deploys an inverter at virtually no cost, the host benefits from a lower-cost PV system with storage, and the grid operator gains access to solar power for balancing the grid. Solar Grid Storage brings value to all parties – it's that simple.

Enabled Benefits

- PV system cost reduction
- Emergency backup power
- Extended inverter warranty
- Guaranteed performance
- Peak shaving
- Reduced demand charges
- Volt/VAR compensation

One GridSTAR Place • Suite 300 • Philadelphia Navy Yard • Philadelphia, PA 19112

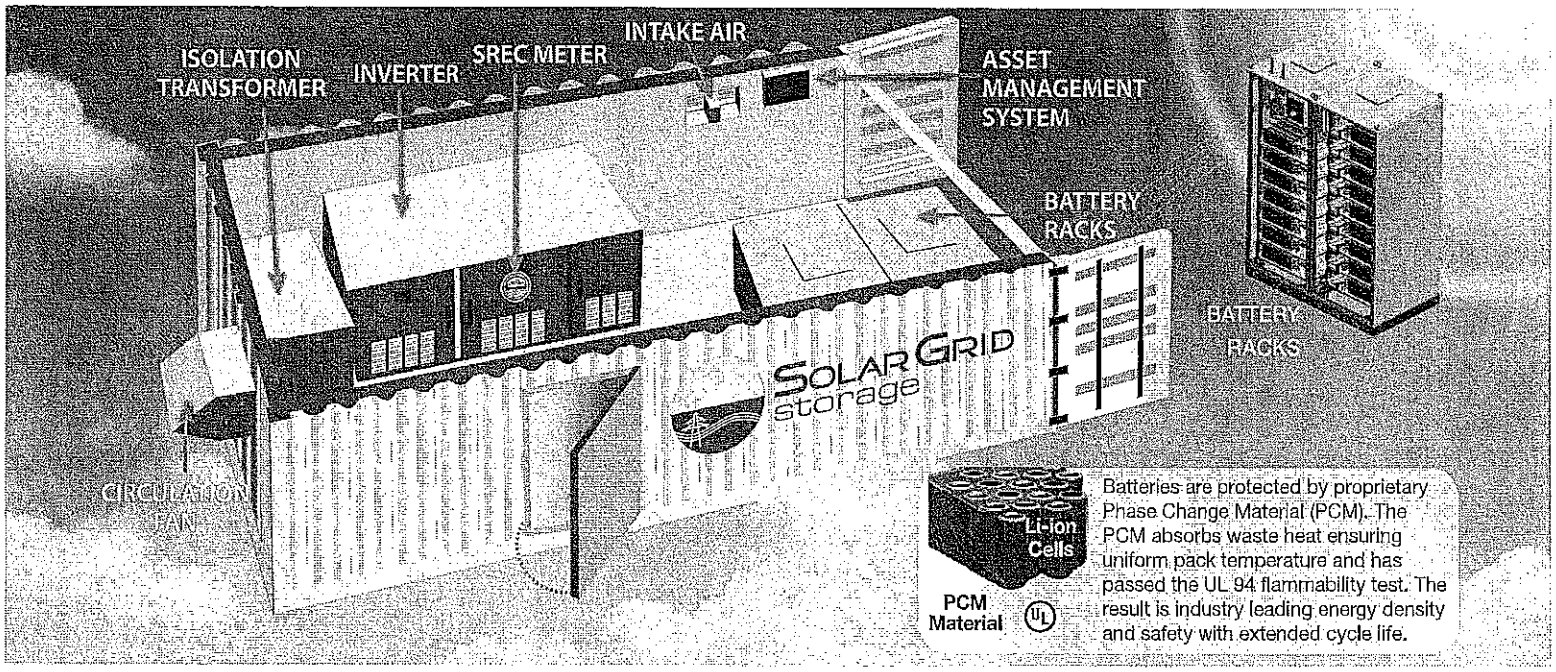
solargridstorage.com

info@solargridstorage.com

Technical Datasheet

PowerFactor™ 250

SOLARGRID storage



250kW/125kWh PowerFactor™ 250 System	
Format	Turn-key, containerized solution
Dimensions	20 foot ISO container
Weight	15,000 lbs to 20,000 lbs
Storage Specifications	
Storage type	Lithium-ion battery
Nominal voltage	532 V
Nominal capacity	234 Ah
Operating voltage	388-600 V
Maximum current	Continuous 468 A
Inverter Specifications	
Inverter technology	High-frequency PWM
PV Port Input Specifications	
DC voltage	250-600 V
DC max power voltage	415-600 V
Max current	640 A
PV MPPT	250-580 V
PV array configuration	Grounded
DC voltage ripple	<1%
Grid Port Specifications	
AC line voltage	480/+10%, -12%; 3-phase, 3/4 wire
Continuous AC current	310 A
Continuous AC power	250 kVA
Power factor	0 to 1 adjustable (leading & lagging)
Current harmonics	IEEE 1547 Compliant, <5% THD

Efficiency	
Peak efficiency	96.5%
CEC efficiency	95.0%
Nighttime TARE losses	175W
Energy-saving features	Automatic internal subsystems power-down, night time transformer auto-disconnect
Safety Specifications	
Faults	Over/UnderVoltage, Over/Under Fequency, OverCurrent, Overload, Over-temperature
Standards compliance	IEEE 1547 CEC UL 1741
Safety features	Anti-islanding (grid fault detection, isolation & autoreconnect) UL-compliant trip points (field adjustable)
Communications	
Performance monitoring	Real-time & historic, web-based performance data
Analog & Digital I/O	Analog: (3) inputs, (1) output; 0-10 V or 4-20mA Digital: (2) inputs 0-24V, (2) output relays

Integrated Battery Management System Features

- Overcurrent cutoff
- Cell balancing
- Current measurement
- Overcharge protection
- High temperature cutoff
- CAN communication
- Overdischarge protection
- Short circuit protection
- Galvanostatic isolation

One GridSTAR Place · Suite 300 · Philadelphia Navy Yard · Philadelphia, PA 19112

solargridstorage.com

info@solargridstorage.com

SOLAR GRID storage

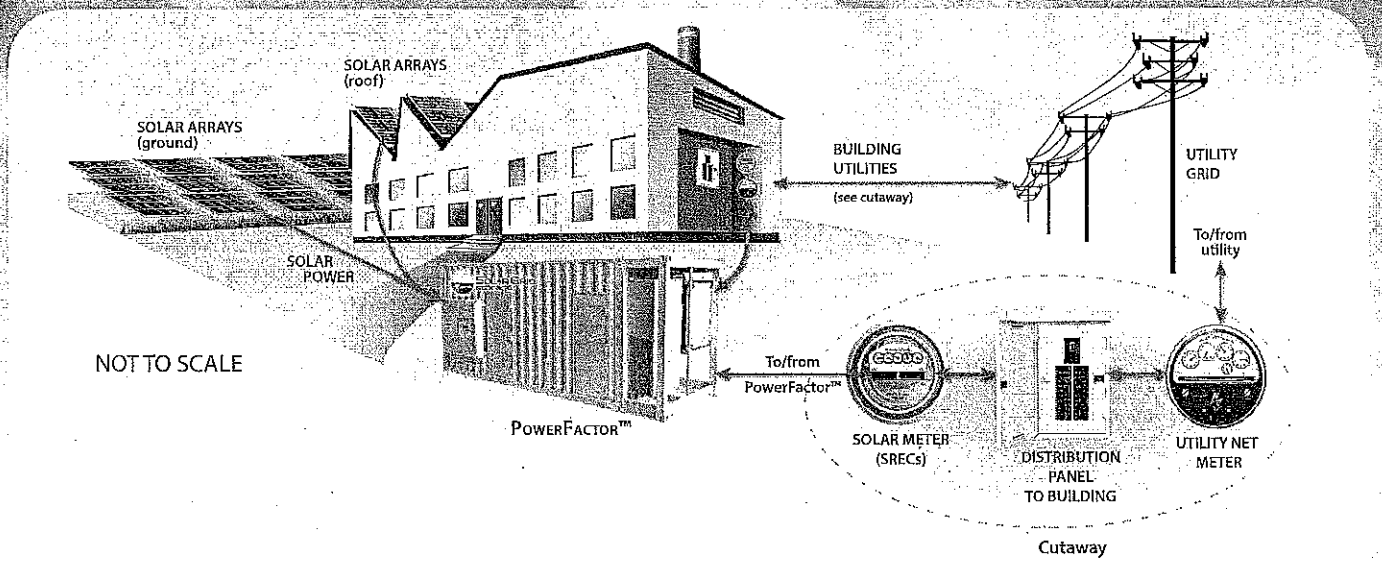
PA 215-352-5369
NJ 609-498-6479
MD 301-637-3644

PowerFactor™

DRAMATICALLY REDUCE SOLAR SYSTEM COSTS
– *AND ADD STORAGE* –

Ushering in the Grid of the Future

Solar Grid Storage is a company of experienced solar veterans who have developed an innovative business model to allow batteries to be added to commercial PV projects while lowering system costs and adding new benefits



The Offer

Solar Grid Storage co-locates and shares its inverter with the PV system providing standard PV system inverter functions while using its battery asset to derive revenues from power balancing markets that help pay for the PowerFactor™ upgrade. The PV developer gets an inverter-as-a-service, the host benefits from a lower-cost PV system or PPA, Solar Grid Storage long-term battery assets and the grid operator gains access to solar power for balancing the grid per FERC Order 755. A value proposition that benefits all parties.

Enabled Benefits

- PV system cost reduction
- Emergency backup power
- Extended inverter warranty
- Guaranteed performance
- Peak shaving
- Reduced demand charges
- Volt/VAR compensation

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www.solargridstorage.com

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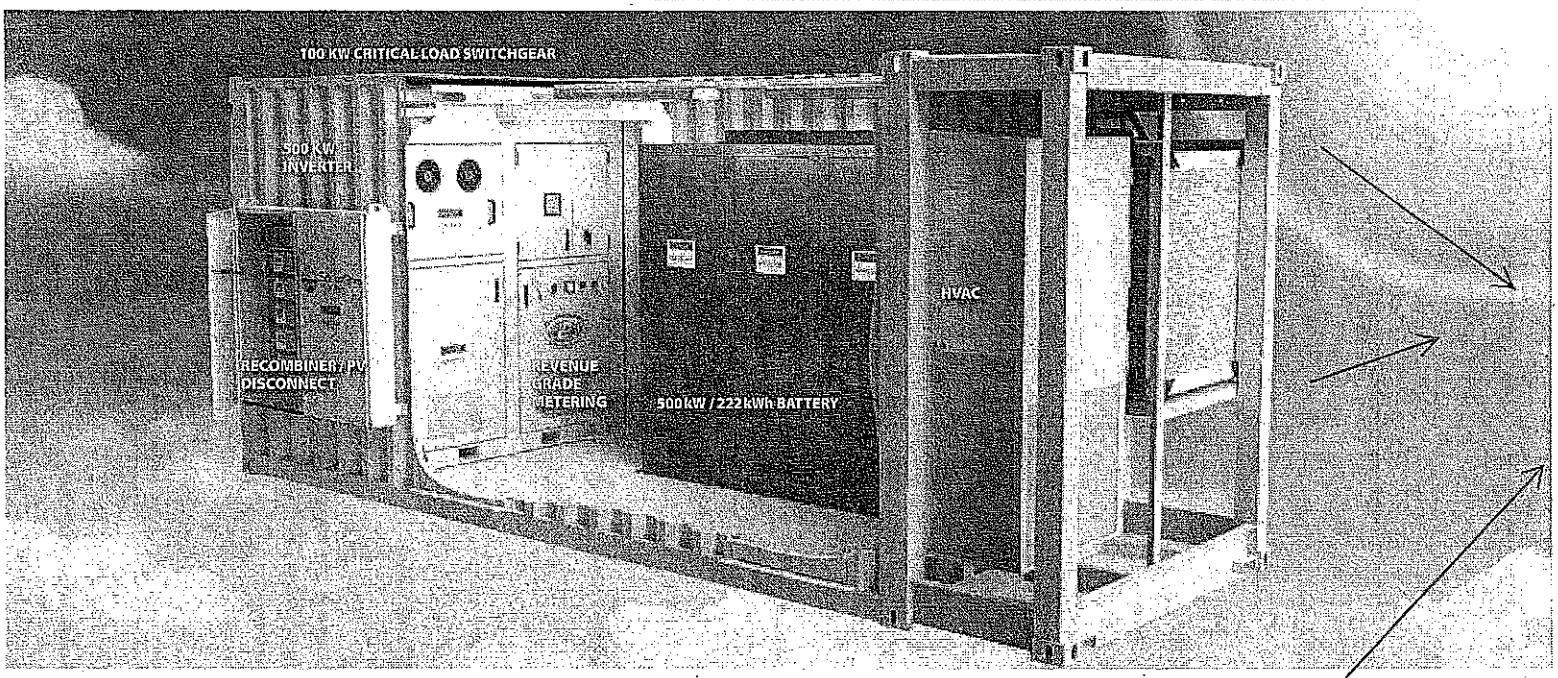
Technical Datasheet

PowerFactor500™

SOLARGRID storage



500kW/250kWh PowerFactor 500 System	
Format	Turn-key, containerized solution
Dimensions	20 foot ISO container
Weight	27,000 lbs
Storage Specifications	
Storage type	Lithium-ion battery
Nominal voltage	847 V
Nominal capacity	240Ah@500kW
Operating voltage	650-997V
Maximum current	Continuous 770A
Inverter Specifications	
Inverter technology	High-frequency PWM
PV Port Input Specifications	
Max DC voltage	1000V
Min DC voltage	590V
Max current	847A
PV MPPT	590-850V
PV array configuration	Floating
DC voltage ripple	<1%
Grid Port Specifications	
Rated voltage	480V, 3 Phase, Wye
Rated current	600 A
Rated power	500 kW/500kVAR
Power factor	0 to 1 adjustable (leading & lagging)
Current harmonics	IEEE 1547 Compliant, <3% THD

Efficiency	
Peak efficiency	96.1%
CEC efficiency	95.5%
Nighttime TARE losses	200 W
Energy-saving features	Automatic internal subsystems power-down, night time transformer auto-disconnect
Safety Specifications	
Faults	Over/UnderVoltage, Over/Under Fequency, OverCurrent, Overload, Over-temperature
Standards compliance	IEEE 1547 UL 1741
Safety features	Anti-islanding (grid fault detection, isolation & autoreconnect) UL-compliant trip points (field adjustable)
Communications	
Performance monitoring	Real-time & historic, web-based performance data
Communication Protocol	TCP

Integrated Battery Management System Features

- Overcurrent cutoff
- Cell balancing
- Current measurement
- Overcharge protection
- High temperature cutoff
- CAN communication
- Overdischarge protection
- Short circuit protection
- Galvanostatic isolation

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THIS DESIGN IS PROPRIETARY

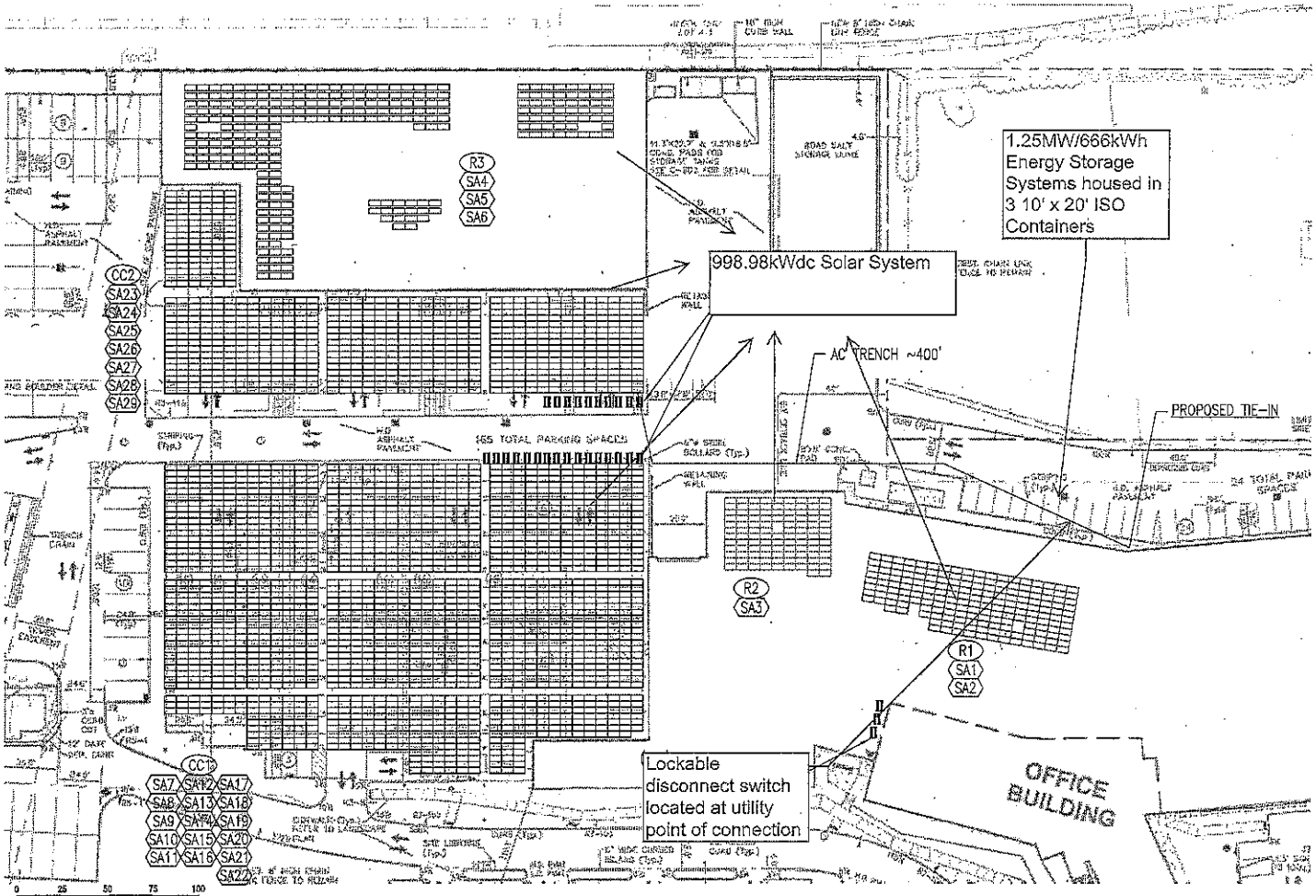
AREA LOCATION
R? – ROOF
CC? – CAR CANOPY
CN? – CANOPY
GM? – GROUND
PU? – POST-UP

AREA TYPE
RT1 – BUR SMOOTH
RT2 – BUR SLAG / STONE
RT3 – MODIFIED CAP SHEET
RT4 – EPDM (BLACK)
RT5 – TPO (WHITE)
RT6 – PVC (WHITE)
RT7 – CPE/CSPE (WHITE)
RT8 – METAL SS STRUCTURAL
RT9 – METAL SS ARCHITECTURAL
RT10 – METAL RIB (EXPOSED FASTENER)
RT11 – SHINGLE (METAL FRAME)
RT12 – SHINGLE (WOOD FRAME)
RT13 – PUF FOAM COATING
RT14 – PUF FOAM STONES
RT15 – IRMA SYSTEMS PAVERS
GT1 – GRASS
GT2 – ASPHALT
GT3 – CONCRETE/ROCK
GT4 – HILL
OTHER

INSTALLATION CODES
INST1 – ROOF BALLASTED
INST2 – ROOF S5 ONLY
INST3 – ROOF S5 & UNISTRUT
INST4 – ROOF S5 & SS RACK
INST5 – ROOF S5, UNISTRUT, SS RACK
INST6 – ROOF FASTENED
INST7 – ROOF POWER RAIL
INST8 – CARPORT BEAM N-S
INST9 – CARPORT TUBE E-W
INST10 – POST-UP BEAM N-S
INST11 – POST-UP TUBE E-W
INST12 – GROUND DRIVEN POST
INST13 – GROUND BALLASTED 1 HIGH
INST14 – GROUND BALLASTED 2 HIGH
INST15 – CUSTOM (SEE NOTES)

SYMBOL LEGEND
(?) AREA IDENTIFIER
(SA?) SUB-ARRAY IDENTIFIER
(A) ITEM CALL OUT
PROPOSED INVERTER LOCATION
PROPOSED COMBINER BOX LOCATION
PROPOSED TRANSFORMER LOCATION
PROPERTY LINE
FENCE LINE

APPROVAL SIGN OFF
LAYOUT COMPLETED
C. DUHAIME DATE: ESTIMATE REVIEW
P. OSOWSKI DATE: LOCAL CONSTRUCTION REVIEW
DATE: REGIONAL CONSTRUCTION REVIEW
DATE: OWNER REVIEW
PLEASE SIGN AND DATE



AREA INFORMATION

LOCATION	TYPE	PANELS	kW	TILT	AZIMUTH	TOTAL AREA
R1	–	180	63.90	10°	144	– SQFT
R2	–	108	38.34	5°	135	– SQFT
R3	–	270	95.85	–	–	– SQFT
CC1	–	1728	613.44	–	–	– SQFT
CC2	–	720	255.60	–	–	– SQFT

SUB-ARRAY INFORMATION

SUB-ARRAY	INSTALLATION CODES	PANELS	STRINGING	STRINGS	kW/INV	kWh/INV	TOTAL PANELS	TOTAL kW	TOTAL kWh	RACK TILT	PANEL TILT	PANEL AZIMUTH	ARRAY AREA	INVERTER(S)
SA1–SA2	FLAT RACK	90	18	5	31.95	38826	180	63.90	77656	0	10	144	3800 SQFT	(2) CHINT 23
SA3	FLAT RACK	108	18	6	38.34	46064	108	38.34	46064	0	5	135	2300 SQFT	(1) CHINT 28
SA4–SA6	INST 1	90	18	5	31.95	38504	270	95.85	115512	10	10	135	8000 SQFT	(3) CHINT 23
SA7–SA22	CUSTOM CARPORT	108	18	6	38.34	43565	1728	613.44	697040	0	0	0	36000 SQFT	(16) CHINT 28
SA23–SA27	CUSTOM CARPORT	108	18	6	38.34	43565	540	191.70	217825	0	0	0	11000 SQFT	(5) CHINT 28
SA28–SA29	CUSTOM CARPORT	90	18	5	31.95	36287	180	63.90	72574	0	0	0	3800 SQFT	(2) CHINT 23

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Electrical Accnt #: 42 279 502 01

Installer: SunEdison
Origination3, LLC
Telephone: 443.909.7200

GENERAL NOTES

NOT FOR CONSTRUCTION

REVISIONS

REV.	DESCRIPTION	DATE
A	ISSUED FOR ESTIMATE	2/10/14
B	REVISED SUNEDISON	3/6/14
△		

VANGUARD ENERGY
1 COMMERCE STREET
BRANCHBURG, NJ 08876 USA
PHONE: 908.534.1302 FAX: 908.534.1304
www.vanguardenergypartners.com

Installation Address

CUSTOMER
HUDSON COUNTY IMPROVEMENT
13 LINDEN AVE
JERSEY CITY, NJ

10-Year Certification Addendum

I, Marc Fioravanti, hereby agree that if I sell or otherwise transfer the renewable electric storage equipment for which I received an incentive from the Renewable Electric Storage Incentive Program to any party for use outside the State of New Jersey within 10 years of receipt of the rebate, I will refund to New Jersey's Clean Energy Program (NJCEP) Renewable Electric Storage Incentive program a portion of the rebate in an amount equal to:

> Incentive Amount Received minus Incentive Amount Received divided by 10 multiplied by the number of years Renewable electric storage equipment for which the incentive was provided operated in the state of NJ, i.e., for a 10 kW Renewable electric storage system incentivized at $4.35 per watt that leaves the state after 9 years the pro rata share obligated for return to the NJCEP is; $4,350 = $43,500 – ($43,500 / 10 years) x 9 years

I understand that I may remove the equipment from the installation for which a Renewable Electric Storage Incentive was provided and resell the equipment without any subsequent New Jersey Clean Energy Program incentive within the State of New Jersey and that as condition of sale should include a provision of this requirement until the 10 year period has expired.

By: Marc Fioravanti

(Applicant)

Date: 12/5/2014

(Date Certified by Signature Above)

By: Marc Fioravanti

(Installer/Developer)

Date: 12/5/2014

(Date Certified by Signature Above)

SunEdison®

Friday, December 05, 2014

Office of Clean Energy
New Jersey Board of Public Utilities
Renewable Energy Incentive Program (REIP)
Fiscal Year 2015 Renewable Electric Storage Incentive

Subject: Executed Contract Timeline for Solar PV and Electric Storage Project to serve the Jersey City Municipal Services Complex application for NJ BPU Electric Storage REIP

Milestone	Date Expected to Achieve
NJ BPU Market Manger issues REIP Approval Letter	January-2015
Installation contracts executed between SunEdison Origination3, LLC and Solar Grid Storage, LLC	Feburary-2015
Construction begins	March-2015

Installer/Developer

Signature: Marc Fioravanti

Print Name: Marc Fioravanti

Date: 12/5/14

Applicant

Signature: Marc Fioravanti

Print Name: Marc Fioravanti

Date: 12/5/14

SunEdison
600 Clipper Drive
Belmont, CA 94002
(866) 786-3347

www.sunedison.com

SunEdison®

Friday, December 05, 2014

Office of Clean Energy
New Jersey Board of Public Utilities
Renewable Energy Incentive Program (REIP)
Fiscal Year 2015 Renewable Electric Storage Incentive

Subject: Project Cost and Funding for Solar PV and Electric Storage Project to serve the Jersey City Municipal Services Complex application for NJ BPU Electric Storage REIP

Description	Estimated Cost	Funding Source
Energy Storage System	$1,450,000	SunEdison's Balance Sheet Financing
Energy Storage Installation	$125,000	SunEdison's Balance Sheet Financing
Interconnection	$10,000	SunEdison's Balance Sheet Financing

In addition to SunEdison's traditional banking relationships, SunEdison has the ability to carry projects on its balance sheet. For more information on SunEdison's ability to fund construction of this project, including our complete annual reports, please visit SunEdison's investor web portal at the following link:
http://www.sunedison.com/wps/portal/memc/investors/financialinformation/annualreports/

Installer/Developer

Signature: Marc Fioravanti

Print Name: Marc Fioravanti

Date: 12/5/14

Applicant

Signature: Marc Fioravanti

Print Name: Marc Fioravanti

Date: 12/5/14

SunEdison
600 Clipper Drive
Belmont, CA 94002
(866) 786-3347

www.sunedison.com

FY2015 Renewable Energy Incentive Program (REIP)

Appendix D-Milestone Reporting Form
For Renewable Electric Storage Projects

PROGRAM TERMS AND CONDITIONS

Registrants in the SREC Registration Program (SRP) must comply with all SRP terms and conditions, eligibility requirements and installation requirements, and submit all completed forms. This Milestone Reporting Form must be submitted by the Registrant as an initial report with the SRP Registration Packet and quarterly thereafter, including any extensions, if applicable, that may be granted to the initial SRP acceptance period, until the Final As-Built packet is submitted. Quarterly reports must be submitted to the Market Manager within two weeks of the quarters ending March 31, June 30, September 30 and December 31.

INSTRUCTIONS FOR COMPLETING THIS FORM

Section A: Please complete the project and applicant identification information. The project identification number requested is the five-digit number following "REIPR" in your approval letter.

Section B: Please complete the chart, indicating whether each of the listed project milestones has been achieved. Where a milestone has been achieved, please insert the date it occurred in the Date Achieved column **(it is not necessary to submit any supporting documentation)**; where a milestone has not been achieved, please insert the date that you expect it to occur in the Date Expected to Achieve column. Dates may be expressed as month and year; it is not necessary to identify a particular day. Please use the Comments section to elaborate on any of your responses.

Section C: The Applicant and Site Host Contact (if different from the Applicant) must sign the appropriate space(s).

Once this form is completed, it should be submitted to the Market Manager in hard copy as part of the REIP Application Packet (if an initial report) or electronically to njreinfo@njcleanenergy.com (if a quarterly report).

SECTION A: APPLICANT AND PROJECT IDENTIFICATION

Project Identification Number: REIPR- _____ System Size (kW): 1250

Name of Applicant/Site Host Contact: Craig Both

Name of Company or Organization: SunEdison Origination3, LLC

Installation Address: 13 Linden Ave East

City, State, ZIP Code: *(City)* Jersey City *(State)* NJ *(ZIP Code)* 07305

Daytime Phone: 4439097200 Email Address: cboth@sunedison.com

Name of System Owner (if different from Applicant): Craig Both

Name of Company or Organization: SunEdison Origination3, LLC

System Owner Address: 12500 Baltimore Ave

City, State, ZIP Code: *(City)* Beltsville *(State)* MD *(ZIP Code)* 20705

Daytime Phone: 4439097200 Email Address: cboth@sunedison.com

FY2015 Renewable Energy Incentive Program (REIP)

Appendix D-Milestone Reporting Form
For Renewable Electric Storage Projects

SECTION B: PROJECT MILESTONES

Milestone	Achieved Yes / No	Date Achieved	Date Expected to Achieve
1 Applications submitted for all required federal, state and local permits	No		01/01/15
2 All required federal, state and local permits obtained	No		03/01/15
3 Interconnection application approval	No		02/01/15
4 Contract signed with installer*	No		01/31/15
5 Construction / installation begun	No		04/01/15
6 Construction / installation complete	No		08/01/15
7 Passed local inspection (UCC)	No		08/15/15
8 Receive authorization to operate from EDC	No		09/01/15

***NOTE:** Once a Contract has been executed, a hard copy should be submitted to the Market Manager with the next quarterly Milestone Reporting Form submission. Copies of any/all contracts must be submitted prior to scheduling an REIP Inspection.

If you did not submit a copy of the warranty for the energy storage system with your initial REIP Application, you may submit with your next quarterly Milestone Reporting Form submission.

Comments (optional):

SunEdison purchased this project from Hudson Energy Solar in November 2014. The project is shovel ready with an executed PPA. There have been a number of unforeseen design, engineering and hardware interface unknowns that have caused significant delays and cost overruns which have challenged the economic viability of this effort and stalled construction of this project. Upon award of the incentive, construction for the back-up systems will begin immediately. Further, the energy storage system will be updated to allow for 1000v DC input that has since become market standard practice.

SECTION C: CERTIFICATIONS

The undersigned warrants, certifies and represents that the information provided in this form is true and correct to the best of his or her knowledge.

Applicant / Site Host Contact

Signature: Marc Fioravanti

Print Name: Marc Fioravanti

Date: 12/5/2014

System Owner (if different from Applicant)

Signature: Marc Fioravanti

Print Name: Marc Fioravanti

Date: 12/5/2014

FY2015 Renewable Energy Incentive Program (REIP)

Data Collection Form

For Renewable Electric Storage Projects

DATA COLLECTION FOR EVALUATION FORM - ENERGY STORAGE - Appendix E

Data Inputs to be entered by APPLICANT

No.	Category	Unit	Data Location	Data Inputs
A	***Financial and Economic Viability***			
1	Total Estimated Installed System Cost	$	TWS-D1	1,585,000.00
2	Total Estimated Installed System Cost Per kW	$/kW	TWS-D2	1,252.00
3	Variable O&M Cost	$/kWh	TWS-D3	30.00
4	Fixed O&M Cost (Estimated Annual Value)	$	TWS-D4	10,000.00
5	Fixed O&M Cost (Estimated Annual Value per kW)	$/kW-yr	TWS-D4	8.00
6	Energy Storage Battery Replacement Cost	$/kWh		300.00
7	Final Incentive Amount Requested	$	TWS-D10	200,000.00
8	Final Incentive Amount Requested per kW of storage system capacity	$/kW	TWS-D7	160.00
9	Other incentives requested for the same project	$	TWS-D8	0.00
10	Projection of cost savings, demand response and other ancillary service revenues expected annually for the life of project	$		1,831,035.00
B	***Project Readiness***			
1	Estimated Project Construction Start Date	Date	MF-B5	04/01/15
2	Project Construction Start Date	Date	MF-B5	01/00/00
3	Estimated Construction Completion Date	Date	MF-B6	08/01/15
4	Project Construction Completion Date	Date	MF-B6	01/00/00
5	Estimated date for applying for required permits	Date	MF-B1	01/01/15
6	Permit Applications Submitted	Date	MF-B1	01/00/00
7	Prior similar project experience		TWS-F	
C	***Technical Feasibility***			
1	Technology Type		TWS-C1	lithium ion
2	Total System Capacity Rating	KW	TWS-C5	1,250.01
3	Maximum discharge time in hours	Hrs	TWS-C6	4
4	Projected Annual Discharge	kWh/ yr	TWS-C7	2878544
5	Expected Life of Project	Yrs	TWS-C8	15
6	Lifetime Battery Replacements			2
7	Roundtrip Efficiency	%	TWS-C9	>90
D	***Resilience***			
1	Is the host site a "public and critical facility"?	Yes/No	APP-A	Yes
2	Islanding capability (Existing)	Yes/No	TWS-B	Yes
	Islanding capability (Proposed)	Yes/No	TWS-B	Yes
3	Blackstart capability (Existing)	Yes/No	TWS-B	Yes
	Blackstart capability (Proposed)	Yes/No	TWS-B	Yes
4	Host facility load met by the project at times of emergency (Existing)	kW	TWS-B	750.00
	Host facility load met by the project at times of emergency (Proposed)	kW	TWS-B	930.00
5	Percent of total host facility load met by the project at times of emergency (Existing)	%	TWS-B	81%
	Percent of total host facility load met by the project at times of emergency (Proposed)	%	TWS-B	100%
6	Length of time for which the host facility load share can be met	Hrs	TWS-B	4
7	Number of end-users who directly benefit from the project	Qty	TWS-B	500

NOTE: Data Location: TWS = Technical Worksheet MF = Milestone Form APP = Application Form

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

City Clerk File No. Res. 14.789

Agenda No. 10.J

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE U.S. DEPARTMENT OF AGRICULTURE'S FOOD INSECURITY NUTRITION INCENTIVE GRANT PROGRAM

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

WHEREAS, the City of Jersey City (City) wishes to enter into a contract with the United States Department of Agriculture to provide community outreach and services to improve the health of the overall population; and

WHEREAS, the City recognizes the need for improved access to healthy, fresh fruits and vegetables among Jersey City's low-income population; and

WHEREAS, the Food Insecurity Nutrition Incentive grant will support projects to increase the purchase of fruits and vegetables among low-income consumers participating in the Supplemental Nutrition Assistance Program (SNAP) by providing incentives at the point of purchase, testing strategies that could contribute to our understanding of how best to increase the purchase of fruits and vegetables by Supplemental Nutrition Assistance Program (SNAP) participants that would inform future efforts, and develop effective and efficient benefit redemption technologies; and

WHEREAS, The Jersey City Department of Health & Human Services is prepared, through its food access coordinator in the Partnership for a Healthier Jersey City, to administer this grant; and

WHEREAS, this grant will create a pilot program for the period of one (1) year in the amount of $100,000, which, if successful, may allow the City to access additional funding over seven (7) years for up to $500,000.

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

1. The Mayor is authorized to submit an application for the Food Insecurity Nutrition Incentive grant for the grant period July 1, 2015 through June 30, 2016 in the amount of $100,000.
2. The Mayor acknowledges the terms and conditions for administering the Food Insecurity Nutrition Incentive grant including the administrative compliance and audit.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE U.S. DEPARTMENT OF AGRICULTURE'S FOOD INSECURITY NUTRITION INCENTIVE GRANT PROGRAM

Project Manager

Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy Coordinator
Phone/email	(201) 547 6517	mdevico@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Food Insecurity Nutrition Incentive (FINI) grant will support projects to increase the purchase of fruits and vegetables among low-income consumers participating in the Supplemental Nutrition Assistance Program (SNAP) by providing incentives at the point of purchase, testing strategies that could contribute to our understanding of how best to increase the purchase of fruits and vegetables by Supplemental Nutrition Assistance Program (SNAP) participants that would inform future efforts, and develop effective and efficient benefit redemption technologies.

Cost (Identify all sources and amounts)

Grant Funds: up to $100,000

Contract term (include all proposed renewals)

July 1, 2015 – June 30, 2016

Type of award Pilot project grant

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Ilun [illegible] 12/8/14

Signature of Department Director **Date**

FOR STACEY Flanagan

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP OFFICE

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 4857 | F: 201 369 7241

Grant Application Approval Form

☐ State ☒ Federal ☐ Formula ☐ Competitive ☐ Community Grant

Application Deadline: 12/15/2014 Grant Opportunity: ☒ **New** ☐ **Reoccurring**

Name of Grant: Food Insecurity Nutrition Incentive grant program

Grantor: US Department of Agriculture

Grant Period: July 1, 2015 – June 30, 2016

Estimated Award Amount (*if known*): Up to $100,000

Matching Requirement: ☐ No ☒ Yes ____% Type of Match: 1 to 1

Proposed Utilization of Funds:

☐ Overtime Salaries ☒ Salaries ⇨ ◯ Sworn ☒ Non-Sworn

☐ Consultant ☒ Equipment

☐ Contractual ☐ Other _____

☒ Supplies

Comments:

_____

_____

Project/Program Coordinator (Name, Title): Gillian S. Allen

Authorized Signatures:

Submitted by: _____ Approve/Disapprove Date _____

For HHS Department Director: [signature] Approve/Disapprove Date 12/8/14

Budget Officer: _____ Approve/Disapprove Date _____

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

City Clerk File No. Res. 14.790

Agenda No. 10.K

Approved: DEC 17 2014

TITLE:

RESOLUTION CONSENTING TO THE RELEASE OF K. HOVNANIAN AT JERSEY CITY IV, LLC'S PERFORMANCE AND SURETY BONDS FOR SOCIETY HILL AT DROYER'S POINT

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

WHEREAS, in 2009 K. Hovnanian at Jersey City IV, LLC ("K. Hovnanian"), was the developer designated to construct the project known as Society Hill at Droyer's Point; and

WHEREAS, on February 9, 2009, Lexon Insurance Company issued a $73,875 Performance Bond, No. 1033565 to secure the performance of certain obligations for K. Hovnanian, under its site plan approval memorialized on February 17, 2009, as set forth in Planning Board Resolution P01-043.1; and

WHEREAS, according to the City of Jersey City's ("City") Municipal Engineer all work was completed in accordance with the City standards and a recommendation to release the bond was made on January 13, 2012; and

WHEREAS, on July 25, 2014, K. Hovnanian filed a complaint in Superior Court of New Jersey Law Division, Hudson County (Docket No. HUD-L-3275-14) alleging that the City had not released the bond; and

WHEREAS, according to the City's Municipal Engineer memorandum addressed to the City Council dated November 21, 2014 all work was completed in accordance with the City standards and he recommends the release of the bond; and

WHEREAS, pursuant to N.J.S.A. 40:55D-53(2), K. Hovnanian was required to post a maintenance bond with the City for a period not exceed two years after January 13, 2012; and

WHEREAS, the City will not require K. Hovnanian to post a maintenance bond since the two year period expired on January 13, 2014; and

WHEREAS, pursuant to N.J.S.A. 40:55D-53, the Municipal Council must approve the release of a performance bond.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the City of Jersey City hereby consents to the release of the Performance and Surety Bonds issued by Lexon Insurance Company No. 1033565.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

RESOLUTION CONSENTING TO THE RELEASE OF K. HOVNANIAN AT JERSEY CITY IV, LLC'S PERFORMANCE AND SURETY BONDS FOR SOCIETY HILL AT DROYER'S POINT

Initiator

Department/Division	Law Department	
Name/Title	Jeremy Farrell Corporation Counsel	
Phone/email	**201-547-5229/ zestrella@jcnj.org**	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

On July 25, 2014, Plaintiff, K. Hovnanian, filed a complaint in Superior Court of New Jersey Law Division, Hudson County alleging that they performed work for the City in and after the completion of the work, the City failed to release the performance bond. The Plaintiff performed work on the project known as Society Hill at Droyer's Point. On February 9, 2009, Lexon Insurance Company issued a $73,875 Performance Bond, No. 1033565 to secure the performance of certain obligations for K. Hovnanian. In 2012, The Municipal Engineer reviewed the work performed by Plaintiff and issued a letter stating the work had been completed.. The Municipal Engineer recommended the performance bond be released. At or around January 13, 2012, the City received information from the Homeowners Association indicating the work had not been completed. The Municipal Engineer requested the Homeowners Assn. provide a written statement listing the work that was incomplete. The Homeowners Assn. never responded. Please see the attached memorandum from the City's Municipal Engineer dated Nov. 21, 2014 stating that the work has been completed and the bond should be released. N.J.S.A. 40:55D-53, requires that the recommendation for the release of the performance bond be presented before the Municipal Council for approval.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE	:	November 21, 2014
TO	:	Robert Byrne, City Clerk
FROM	:	Lichuan Wang, P.E.
SUBJECT	:	Droyers Point Bond Release #1033565

This office conducted site inspection by Mr. Chuck Lee, P.E. and recommended releasing the bond for the above subject project on January 13, 2012.

On March 26, 2014, a second request by Mr. Shyue Cheng (Stanley) Huang, P.E. was issued recommending the bond release.

There has been no outstanding issue relating this project, therefore this office has recommended the release of the bond.

In addition, a maintenance bond may not necessary after two (2) years.

Shyue Cheng (Stanley) Huang, P.E.
Municipal Engineer

Brian Weller
Director, Div. of Architecture & Engineering

Cc: Joanne Monahan, Asst. Corporation Counsel
Zahire Estrella, Asst. Corporation Counsel
Maryann Bucci-Carter, HEDC, Division of Planning
Robert Cotter, HEDC, Division of Planning
Robert J. Kakoleski. Business Administrator
Gregory Corrado, Assistant Business Administrator

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

City Clerk File No. Res. 14.791

Agenda No. 10.L

Approved: DEC 17 2014

TITLE:

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

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

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

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

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

WHEREAS, the study area is consistent with the attached map labeled "Ocean Avenue South Study Area Boundary Map" dated December 2, 2014; and

NOW, THERFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment" or an "area in need of rehabilitation" as a "Non-Condemnation Redevelopment Area" without the authorization to use Eminent Domain, and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

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

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Date Submitted to B.A._____

RESOLUTION FACT SHEET

1. **Full Title of Resolution:**

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

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

Anthony Cruz, Director, Department of Housing, Economic Development and Commerce

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

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

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

This resolution authorizes the planning Board to study the area along Ocean Avenue between Cator Avenue to the north and Meritt Street to the south, consistent with the attached map labeled "Ocean Avenue South Study Area Boundary Map" dated December 2, 2014. The study area contains vacant land, dilapidated and obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment. If the requisite conditions are determined to exist, it allows for the review and recommendation to the Municipal Council a proposed Redevelopment Plan, which shall include the said properties within the Plan.

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

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

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

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

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

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

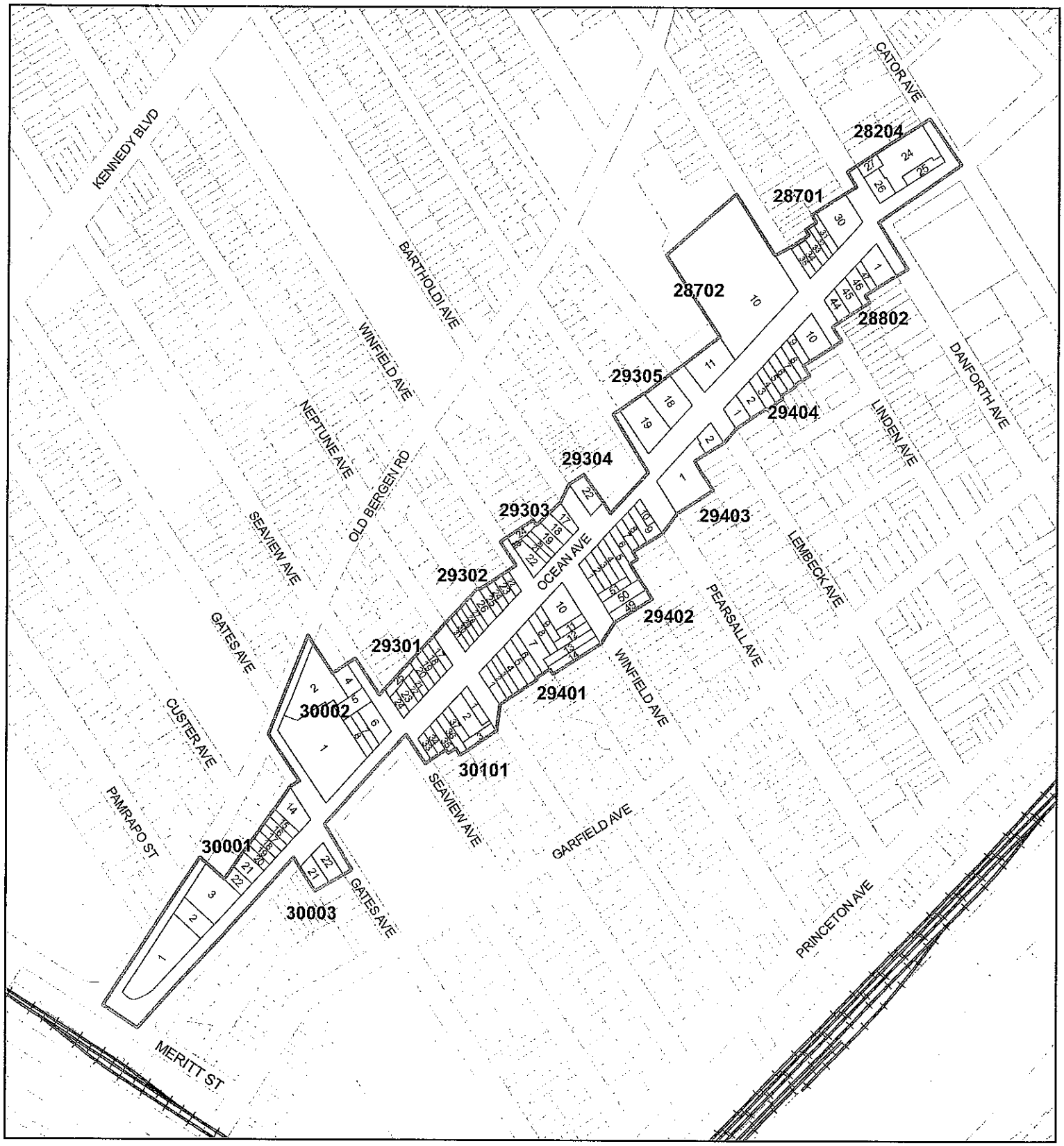
Robert D. Cotter, Director, City Planning	547-5050
Jeff Wenger, Principal Planner	547-5010
Matt Ward, Senior Planner	547-5010

10. **Additional Comments:** None

I Certify that all the Facts Presented Herein are Accurate.

Division Director — **Date** DEC 8, 2014

Department Director Signature — **Date** 12/9/14



OCEAN AVENUE SOUTH STUDY AREA BOUNDARY MAP

DECEMBER 2, 2014

1 inch = 500 feet

N

0 250 500 1,000 Feet

Jersey City
City Planning Division
30 Montgomery Street Suite 1400
Jersey City, NJ 07302-3821
Phone: 201.547.5010
Fax: 201.547.4323

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

City Clerk File No. Res. 14.792

Agenda No. 10.M

Approved: DEC 17 2014

TITLE:

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

COUNCIL Offered and moved, adoption of the following Resolution:

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

WHEREAS, in sponsoring and or coordinating such events or programs, the Department of Recreation requires the use of facilities owned by the certain nonprofit and public agencies; and

WHEREAS, the Department of Recreation, will use these facilities for various recreation events, during the period of January 1, 2015 through December 31, 2015; and

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

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

WHEREAS, the various agencies, require an indemnification and a letter of self insurance from the City; and

WHEREAS, the agreement will indemnify and hold harmless the entities for injuries received by event participants at this particular event and or for property damage to the facility itself caused by the event participants; and

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

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.792

Agenda No. 10.M DEC 17 2014

TITLE:

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

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

NEW HOPE URBAN RENEWAL LLP, THE COMMUNITY BUILDERS INC.,
& FELA INC., d/b/a EMET REALTY
JERSEY CITY PUBLIC SCHOOLS
COUNTY OF HUDSON
HUDSON COUNTY SCHOOLS OF TECHNOLOGY
HUDSON CATHOLIC HIGH SCHOOL
NEW JERSEY CITY UNIVERSITY
NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ST. PETER'S UNIVERSITY
ST. PETER'S PREP HIGH SCHOOL

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL, that the Risk Manager is authorized to issue to the various agencies as listed a letter of insurance and the Mayor or Business Administrator is authorized to execute indemnification and hold harmless agreements in substantially the form of the attached with the partners listed above.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ _____
Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ _____
Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

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

Initiator

Department/Division	Recreation	
Name/Title	Ryan Strother, Director	
Phone/email	201 547 4537 - rstrother@jcnj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To provide indemnification for the following Agencies for the use of their facilities during the Calendar Year 2015 to assist in providing recreational and educational activities:

New Hope Urban Renewal LLP, The Community Builders Inc., Fela Inc., d/b/a/ Emet Realty
Jersey City Public Schools, County of Hudson, Hudson County Schools of Technology, Hudson Catholic High School, New Jersey City University, New Jersey Department of Military & Veterans Affairs, St. Peter's University and St. Peter's Prep High School

I certify that all the facts presented herein are accurate.

Signature of Department Director 12/10/14 **Date**

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

City Clerk File No. Res. 14.793

Agenda No. 10.N

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH MORRIS COUNTY AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

WHEREAS, the Jersey City Department of Public Safety/Division of Fire is in need of basic training for the new class of probationary fire fighters,

WHEREAS, the Morris County Public Safety Academy has the facilities to satisfy this training need; and

WHEREAS, Morris County requires indemnification and letter of insurance from the City, and Morris County requires the applicant to produce and continue in force for the term identified on the permit comprehensive general liability insurance with limits of $1,000,000 combined single limit. The policy must include Morris County as an additional insured; and

WHEREAS, the City of Jersey City will use the Morris County Public Safety Academy beginning December 15, 2014 through February 11, 2015; and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in these programs for damage to the facilities, so

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying Morris County for the use of their facilities by the Department of Fire and Emergency Services for training exercise which will be an on-going process.
2. The Risk Manager is authorized to issue a Letter of Insurance to Morris County to cover these activities.
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: Jerome Cala
Jerome Cala, Assistant Director
Department of Public Safety

APPROVED: _____
Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM
_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

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

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH MORRIS COUNTY AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

Department/Division	Department of Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4239	jcala@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Morris County requires indemnification and a letter of insurance from the City. Morris County requires the applicant to produce and continue in force for the term identified on the permit, comprehensive general liability insurance with limits of $1,000,000 combined single limit. The policy must include Morris County as an additional insured.

I certify that all the facts presented herein are accurate.

Jerome Cala

Signature of Department Director

12/8/14

Date

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

City Clerk File No. Res. 14.794

Agenda No. 10.0

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $471,138.59 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; and

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

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

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

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

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

These settlements will result in a refund and/or credit in the amount of $471,138.59.

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Schedule A - Dated: November 13, 2014; Meeting: December 17, 2014

14.794

Block	Lot	Qualifier	Address	Tax Year	Taxpayer/Owner	Description	Present Assessment	Settled Assessment	Assessment Reduction	Refund
21901	1*		585 Route 440 (Rear)	2011	Penske Auto Gr. East, LLC	4.19 Acres - Vacant Land	$ 1,047,500	$ 785,500	$ 262,000	$ 18,360.96
21901	1		585 Route 440 (Rear)	2012	Penske Auto Gr. East, LLC	4.19 Acres - Vacant Land	$ 1,047,500	$ 785,500	$ 262,000	$ 18,822.08
21901	1		585 Route 440 (Rear)	2013	Penske Auto Gr. East, LLC	4.19 Acres - Vacant Land	$ 1,047,500	$ 785,500	$ 262,000	$ 19,560.92
21901	1		585 Route 440 (Rear)	2014	Penske Auto Gr. East, LLC	4.19 Acres - Vacant Land	$ 1,047,500	$ 785,500	$ 262,000	$ 19,477.08
21901	2**		585 Route 440	2011	Penske Auto Gr. East, LLC	4 Ac. & Auto Dealership	$ 4,933,500	$ 3,734,500	$ 1,199,000	$ 84,025.92
21901	2		585 Route 440	2012	Penske Auto Gr. East, LLC	4 Ac. & Auto Dealership	$ 4,933,500	$ 3,734,500	$ 1,199,000	$ 86,136.16
21901	2		585 Route 440	2013	Penske Auto Gr. East, LLC	4 Ac. & Auto Dealership	$ 4,933,500	$ 3,734,500	$ 1,199,000	$ 89,517.34
21901	2		585 Route 440	2014	Penske Auto Gr. East, LLC	4 Ac. & Auto Dealership	$ 4,933,500	$ 3,275,700	$ 1,657,800	$ 123,240.85
16001	4***	BLDG	State Hwy. Route 440	2011	Penske Auto Gr. East, LLC	Auto Dealership	$ 458,700	$ 458,700	0	0
16001	4	BLDG	State Hwy. Route 440	2012	Penske Auto Gr. East, LLC	Auto Dealership	$ 458,700	$ 458,700	0	0
16001	4	BLDG	State Hwy. Route 440	2013	Penske Auto Gr. East, LLC	Auto Dealership	$ 458,700	$ 458,700	0	0
16001	4	BLDG	State Hwy. Route 440	2014	Penske Auto Gr. East, LLC	Auto Dealership	$ 458,700	$ 458,700	0	0
16001	6****		599 Route 440	2011	Penske Auto Gr. East, LLC	4 Ac. & Auto Dealership	$ 2,528,500	$ 2,528,500	0	0
16001	6		599 Route 440	2012	Penske Auto Gr. East, LLC	4 Ac. & Auto Dealership	$ 2,528,500	$ 2,528,500	0	0
16001	6		599 Route 440	2013	Penske Auto Gr. East, LLC	4 Ac. & Auto Dealership	$ 2,528,500	$ 2,528,500	0	0
16001	6		599 Route 440	2014	Penske Auto Gr. East, LLC	4 Ac. & Auto Dealership	$ 2,528,500	$ 2,528,500	0	0
16001	8*****		599 Route 440 (Rear)	2011	Penske Auto Gr. East, LLC	2.79 Acres - Vacant Land	$ 558,000	$ 558,000	0	0
16001	8		599 Route 440 (Rear)	2012	Penske Auto Gr. East, LLC	2.79 Acres - Vacant Land	$ 558,000	$ 558,000	0	0
16001	8		599 Route 440 (Rear)	2013	Penske Auto Gr. East, LLC	2.79 Acres - Vacant Land	$ 558,000	$ 558,000	0	0
16001	8		599 Route 440 (Rear)	2014	Penske Auto Gr. East, LLC	2.79 Acres - Vacant Land	$ 558,000	$ 558,000	0	0
11603	3		430 Marin Blvd.	2012	G&S Investors JC LTD	1.9 Ac. - Pep Boys	$ 1,917,000	$ 1,750,000	$ 167,000	$ 11,997.28
									Total	**$ 471,138.59**

(* known as Block 1290.A Lot A.2 in 2011 tax year)
(** known as Block 1290.A Lot A.1 in 2011 tax year)
(*** known as Block 1751 Lot PT.10N in 2011 tax year)
(**** known as Block 1751 Lot 10.K2 in 2011 tax year)
(***** known as Block 1751 Lot 10.K1 in 2011 tax year)

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $471,138.59 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

Initiator

Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the various properties listed on the attached Schedule. The refunds result from agreements that the assessments on the properties fell outside the range permitted for the tax years in question. The total tax dollar refund for these appeals is $471,138.59.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR

DATE: 5 DECEMBER 2014

TO: ROLANDO LAVARRO, COUNCIL PRESIDENT, & MEMBERS OF THE CITY COUNCIL

FROM: EDUARDO TOLOZA, TAX ASSESSOR

SUBJECT: **PROPOSED RESOLUTION/TAX APPEAL SETTLEMENT AGREEMENTS**

==========

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the various properties listed on the attached Schedule. The refunds result from agreements that the assessments on the properties fell outside the range permitted for the tax years in question. The total tax dollar refund for these appeals is $471,138.59.

I recommend these settlements as being in the best interest of the City.

ET/mbh

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

City Clerk File No. Res.14.795

Agenda No. 10.P

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND RELEASE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 15602, LOT 8 ALSO KNOWN AS 418-420 HALLADAY STREET

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, on June 11, 1993, the City of Jersey City (City) executed an Affordable Housing Agreement (Agreement) with JP Affordable Housing Holding Co., Inc. (JP Affordable), for the construction of multiple two-family units to be sold to qualified low income home families for a project known as the Lafayette Park Phase IV; and

WHEREAS, the Agreement contained restrictive covenants to ensure that the units described therein, including property identified as Block 15602, Lot 8 f/k/a Block 2091, Lot 47, and also known as 418-420 Halladay Street (Property) remain affordable to low income eligible households for a minimum period of twenty (20) years; and

WHEREAS, in addition, on June 25, 1993, Aida Gonzalez, the owner of the Property received $52,000 from the City towards the purchase of the Property; and

WHEREAS, the City's loan was recorded as a second lien on the property and self-amortized only if the homeowners resided in the unit for a period of twenty (20) years; and

WHEREAS, after the affordability restrictions end, the City is entitled to a recapture amount at the first non-exempt sale of the Property; and

WHEREAS, Nationstar Mortgage, LLC initiated a foreclosure action in 2014 against Ms. Gonzalez under Docket No.: F-021968-14 and named the City as a defendant because of the City's mortgage and affordability restrictions; and

WHEREAS, a potential purchaser recently informed the City of his intent to purchase the property; and

WHEREAS, the City proposed that the purchaser pay the recapture amount of $5,000.00 in exchange for a release of the affordability restrictions and a discharge of the mortgage because the twenty (20) year affordability period has expired; and

WHEREAS, the purchaser has agreed to pay the City $5,000.00 which will be deposited into the City's Affordable Housing Trust Account and used for future affordable housing projects for Jersey City residents; and

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

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND RELEASE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 15602, LOT 8 ALSO KNOWN AS 418-420 HALLADAY STREET

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

1. The Corporation Counsel is authorized to settle the foreclosure lawsuit for the sum of $5,000.00.

2. Block 15602, Lot 8 f/k/a Block 2091, Lot 47 also known as 418-420 Halladay Street is hereby released from all of the restrictions and covenants contained in the Affordable Housing Agreement between the City of Jersey City and JP Affordable Housing Holding Co., Inc. dated June 11, 1993 and recorded in Deed Book 4609 at Page 110.

3. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated June 11, 1993.

4. The check issued to the City in the amount of $5,000.00 will be deposited into the City's Affordable Housing Trust Account.

5. The Business Administrator is authorized to execute a discharge of the mortgage dated June 25, 1993 and any other documents appropriate or necessary to effectuate the purposes of the within resolution.

6. The Mayor is hereby authorized to execute this Resolution and a Notary Public notarize the acknowledgment contained herein in accordance with state law so that same may be recorded in the Hudson County Register's Office.

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

WITNESS **CITY OF JERSEY CITY**

_____ _____

Robert Byrne, City Clerk Steven M. Fulop, Mayor

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

City Clerk File No. Res. 14.795

Agenda No. 10.P DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND RELEASE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 15602, LOT 8 ALSO KNOWN AS 418-420 HALLADAY STREET

Sworn and subscribed to
Before me this day
of , 2014.

Notary Public

Robert Byrne, City Clerk

IW
12-10-14

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

APPROVED: _____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND RELEASE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 15602, LOT 8 ALSO KNOWN AS 418-420 HALLADAY STREET

Initiator

Department/Division	Law Department	
Name/Title	Itza Wilson, Asst. Corp. Counsel	
Phone/email	201-547-5444	

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The property is subject to a Repayment Mortgage and an Affordable Housing Agreement dated June 11, 1993 to ensure that the unit remains affordable to low income eligible households for a minimum period of twenty (20) years. After the affordability restrictions end, the City is entitled to a recapture amount at the first non-exempt sale of the Property. Nationstar Mortgage, LLC initiated a foreclosure action in 2014 under Docket No.: F-021968-14 and named the City as a defendant because of the City's mortgage and affordability restrictions. A potential purchaser informed the City of his intent to purchase the property. The purchaser has agreed to pay the City the recapture amount of $5,000.00 in exchange for a release of the affordability restrictions and a discharge of the mortgage because the twenty (20) year affordability period has expired.

I certify that all the facts presented herein are accurate

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.796

Agenda No. 10.Q

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 11 EASTERN PARKWAY A/K/A BLOCK 26601, LOT 23 F/K/A BLOCK 1462, LOT 23.A

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on December 3, 2001, Gidget Terry (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of $25,000.00 made under the Golden Neighborhoods Homeownership Program (GNHP); and

WHEREAS, the loan was made for the purpose of assisting this first time homebuyer with down payment and closing cost assistance and it self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 11 Eastern Parkway, Jersey City, also known as Block 2660, Lot 23 f/k/a Block 1462, Lot 23.A; and

WHEREAS, according to the Division of Community Development (DCD), the Borrower has resided in the property for ten (10) years, thus the $25,000.00 loan has been satisfied; and

WHEREAS, 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 Gidget Terry dated December 3, 2001, in the sum of $25,000.00 affecting 11 Eastern Parkway, also known as Block 26601, Lot 23 a/k/a Block 1462, Lot 23.A.

IW/igp
12/2/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ _____
Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____ _____
Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 11 EASTERN PARKWAY A/K/A BLOCK 26601, LOT 23 F/K/A BLOCK 1462, LOT 23.A

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-5304	HairstonR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To execute a Discharge of Mortgage of Gidget Terry dated December 3, 2001, in the sum of $25,000.00 affecting 11 Eastern Parkway, also known as Block 26601, Lot 23 f/k/a Block 1462, Lot 23.A.

On December 3, 2001, Gidget Terry (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of $25,000.00 made under the GNHP Program. The loan was made to assist first-time homebuyer with down payment and closing cost and it self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property.

I certify that all the facts presented herein are accurate.

12/4/14

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.797

Agenda No. 10.R

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 344 PALISADE AVENUE A/K/A BLOCK 5101, LOT 30 F/K/A BLOCK 739, LOT 10

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

WHEREAS, on May 2, 2011, Martha DeMarco (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of $29,680.00 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 ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 344 Palisade Avenue, Jersey City, also known as Block 5101, Lot 30 f/k/a Block 739, Lot 10; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of $29,680.00, which is the full loan amount; and

WHEREAS, 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 Martha DeMarco dated May 2, 2011, in the sum of $29,680.00 affecting 344 Palisade Avenue, also known as Block 5101, Lot 30 f/k/a Block 739, Lot 10.

IW/igp
12/2/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 344 Palisade Ave. BLOCK- 5101 LOT-30

Initiator

Department/Division	HEDC	Community Development
Name/Title	Antoinette Chess	HORP/ Statistical Typist
Phone/email	201-547-4747	chesst@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of a City Mortgage affecting 344 Palisade Ave Jersey City, NJ

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/2/14

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

City Clerk File No. Res. 14.798

Agenda No. 10.S

Approved: DEC 17 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF THE BLANKET MORTGAGE FOR 102 CAMBRIDGE DEVELOPMENT, LLC AND SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR ELEVEN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 102 CAMBRIDGE AVENUE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on October 8, 2012, 102 Cambridge Development, LLC (Cambridge) executed a blanket mortgage with the City of Jersey City (City) in the total amount of $1,750,000.00, recorded on October 11, 2012 in Book 18008 at page 1 for the construction of eleven (11) affordable housing condominium units located at 102 Cambridge Avenue a/k/a Block 2902, Lot 34; and

WHEREAS, the blanket mortgage to the City was to secure Cambridge's obligation to construct and maintain the eleven condominium units as low/moderate affordable income housing for a minimum period of thirty (30) years; and

WHEREAS, the eleven units have been sold to individual purchasers; and

WHEREAS, the City at the request of Cambridge has agreed to release each unit from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, a HOME Investment Partnership Mortgage and Note in the total sum of $159,090.91, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

WHEREAS, the purchasers of the above units have executed individual Affordable Housing Agreements, Mortgages and Notes with the City; and

WHEREAS, the City has been provided with copies of the recorded documents for the (11) units: 1) C0001; 2) C0002; 3) C0003; 4) C0004; 5) C0005; 6) C0006; 7) C0007; 8) C0008; 9) C0009; 10) C0010 and 11) C0011; and

WHEREAS, the recorded individual Affordable Housing Agreements and HOME Investment Partnership Mortgages maintain the affordability controls on each of the properties for thirty (30) years.

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

1) The Mayor or Business Administrator is hereby authorized to execute a Discharge for 102 Cambridge Development, LLC from the City's Blanket Mortgage subject to the recordation of the substitute Affordable Housing Agreement and HOME Investment Partnership Mortgage in the total amount of $159,090.91 for the eleven units: 1) C0001; 2) C0002; 3) C0003; 4) C0004; 5) C0005; 6) C0006; 7) C0007; 8) C0008; 9) C0009; 10) C0010 and 11) C0011; and

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14-798

Agenda No. 10.S DEC 17 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF THE BLANKET MORTGAGE FOR 102 CAMBRIDGE DEVELOPMENT, LLC AND SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR ELEVEN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 102 CAMBRIDGE AVENUE

2) The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution; and

3) All documents shall be subject to approval by the Corporation Counsel.

IW
12/2/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

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

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF THE BLANKET MORTGAGE FOR 102 CAMBRIDGE DEVELOPMENT, LLC AND SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR ELEVEN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 102 CAMBRIDGE AVENUE

Initiator

Department/Division	HEDC	
Name/Title	Ted Frazier	Community Development
Phone/email	201-547-4314	FrazierT@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This project consists of eleven (11) condominium units for low/moderate income households for a minimum period of thirty (30) years. 102 Cambridge Development, LLC (Cambridge) received a blanket mortgage in the amount of $1,750,000 from the City to construct the 11 units. The 11 units have been sold. Cambridge requests a discharge of the City's blanket mortgage. The purchasers of each unit have executed individual mortgages and notes in the amount of $159,090.91 which have been recorded and are now substituted as liens affecting the individual units.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.799

Agenda No. 10.T

Approved: DEC 17 2014

TITLE:

RESOLUTION CONSENTING TO THE SALE OF PROPERTY KNOWN AS 158 MARTIN LUTHER KING DRIVE BY IMPROVEMENT INVESTORS GROUP, INC. TO MLK 158 REALTY LLC

WHEREAS, 158 Martin Luther King Drive, Block 25101, Lot 54 formerly known as Block 1326, Lot 94E ("Property") is a building with one residential unit and one commercial unit that the City of Jersey City ("City") sold at a public auction in 1983 authorized by a resolution approved on April 14, 1983 for the sum of $3,500.00 to Edith and Roger Stevens; and

WHEREAS, the deed dated September 8, 1983 and recorded in the Office of the Hudson County Register in Book 3451 at Page 368 conveying the Property to Mr. and Mrs. Stevens contained a restrictive covenant requiring the purchaser to obtain a Certificate of Occupancy for the Property within 15 months of the transfer; and

WHEREAS the deed stated the following:

"The Grantee shall not sell, convey, or otherwise transfer the above described property until all the conditions of sale contained in the resolution authorizing said sale, which resolution was adopted by the governing body of the City of Jersey City on April 14, 1983 have been fully complied with, without the express consent of the governing body. Said approval shall be in the form of resolution duly adopted by the governing body. Any such conveyance prior to compliance with all the conditions of sale without the approval of said governing body, shall be null and void and the grantor, City of Jersey City, shall have the right to take all legal action to set aside any such deed. The governing body shall, upon completion of all the terms and conditions by the grantee, adopt a resolution stating such fact and removing from the above such restriction against subsequent alienation"; and

WHEREAS, the Mr. and Mrs. Stevens conveyed the Property without obtaining a Certificate of Occupancy and the Property was subsequently conveyed by various other owners without a Certificate of Occupancy; and

WHEREAS, Improvement Investors Group, Inc. ("IIG") acquired title to the Property through a foreclosure action and currently owns the Property; and

WHEREAS, MLK 158 Realty LLC ("Purchaser") desires to purchase the property from IIG for the sum of $60,000.00; and

WHEREAS, the Purchaser agrees to take title to the Property with the same deed restrictions contained in the deed from the City to Mr. and Mrs. Stevens; and

WHEREAS, the Purchaser will have 450 days to obtain a Certificate of Occupancy for the Property; and

WHEREAS, the IIG agrees to pay the City the sum of $5,000.00 at the time of its closing with the Purchaser in exchange for the City's consent to the sale with the deed restrictions; and

WHEREAS, it is in the best interests of the City to approve the sale with restrictions.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.799

Agenda No. 10.T DEC 17 2014

TITLE: **RESOLUTION CONSENTING TO THE SALE OF PROPERTY KNOWN AS 158 MARTIN LUTHER KING DRIVE BY IMPROVEMENT INVESTORS GROUP, INC. TO MLK 158 REALTY LLC**

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

1) The City consents to the sale of 158 Martin Luther King Drive by Improvement Investors Group, Inc. to MLK 158 Realty LLC, subject to the terms and conditions set forth above, which are incorporated herein; and

2) The City shall adopt a resolution removing the restrictions affecting the Property after the Purchaser presents the City with a Certificate of Occupancy for the Property.

Ann Marie Miller,
Real Estate Manager

RR/kn
12/4/2014

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION CONSENTING TO THE SALE OF PROPERTY KNOWN AS 158 MARTIN LUTHER KING DRIVE BY IMPROVEMENT INVESTORS GROUP, INC. TO MLK 158 REALTY LLC

Initiator

Department/Division	Administration	Real Estate
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-206-9531	SteveM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

158 Martin Luther King Drive ("Property") is a building with one residential unit and one commercial unit that the City of Jersey City ("City") sold at a public auction in 1983. The deed conveying the Property to the purchasers contained a restrictive covenant requiring the purchasers to obtain a Certificate of Occupancy ("CO") for the Property within 15 months of the transfer. The purchasers conveyed the Property without obtaining a CO, and the Property was subsequently conveyed by various other owners without a CO. Improvement Investors Group, Inc. ("IIG") acquired title to the Property through a foreclosure action and currently owns the Property. MLK 158 Realty LLC ("Purchaser") desires to purchase the property from IIG for the sum of $60,000.00 and agrees to obtain a CO for the Property. IIG agrees to pay the City the sum of $5,000.00 at the time of its closing with the Purchaser in exchange for the City's consent to the sale with deed restrictions.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.800

Agenda No. 10.U

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR THE PROCUREMENT OF INSURANCE COVERAGE AND INSURANCE CONSULTING SERVICES

COUNCIL OFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") desires to procure a contract for various insurance coverages and insurance consulting services; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., provides that the purchase of insurance coverage and insurance consulting services are not subject to the bidding requirements pursuant to N.J.S.A. 40A:11-5(m); and

WHEREAS, N.J.S.A. 40A:11-4.1(i) authorizes local contracting units to make use of competitive contracting practices to procure specified goods and services otherwise exempt from bidding, such as insurance coverage and insurance consulting services; and

WHEREAS N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 et seq. is authorized for the procurement of insurance coverages and/or insurance consulting services for the City.

BD/lm
12/9/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR THE PROCUREMENT OF INSURANCE COVERAGE AND INSURANCE CONSULTING SERVICES

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The procurement of insurance coverages and insurance consulting services is exempt from public bidding under the Local Public Contracts Law. This resolution authorizes the procurement of insurance coverage and insurance consulting services through the competitive contracting process under the Local Public Contracts Law.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res.14.801

Agenda No. 10.V

Approved: DEC 17 2014

TITLE:

RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON OCTOBER 16, 2014 FOR A CONTRACT KNOWN AS ANGEL RAMOS PARK - RENOVATION, PROJECT NO. 2013-028

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as Angel Ramos Park - Renovation, Project No. 2013-028 (Project); and

WHEREAS, on October 16, 2014, the City of Jersey City (City) received five (5) bids which were:

V & K Construction, Inc.	$238,800.00
JC Landscape & Management	$276,100.00
Zenith Construction Services, Inc.	$326,500.00
Picerno-Giordano Construction	$351,540.00
Adamo Brothers Construction	$317,000.00

WHEREAS, these bids substantially exceed the Division of Architecture's (Division) pre-bid estimate for this Project of $200,000.00; and

WHEREAS, the City's Director of Architecture, Engineering, Traffic and Transportation recommends that all bids be rejected and the contract be rebid using revised bid specifications; and

WHEREAS, N.J.S.A. 40A:11-13.2(a) and (d) authorize the rejection of all bids when bids substantially exceed the pre-bid estimate or the City desires to substantially revise bid specifications; and

WHEREAS, the City desires to make revisions and value engineer the project in an effort to reduce the costs;

NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, all bids received by the City on October 16, 2014 for a contract known as Angel Ramos Park - Renovation, Project No. 2013-028 are rejected and the Purchasing Agent is authorized to rebid the contract using a revised bid specification prepared by this Division.

RR/ab
December 2, 2014

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4411 - 201 547-4412

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : December 2, 2014

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

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering

SUBJECT : Angel Ramos Park - Renovation
Project No. 2013-028

Attached for your consideration is the Resolution rejecting bids received for a contract knows as Angel Ramos Park - Renovation. The five (5) bids received in this regard substantially exceeded the Division of Architecture's pre-bid estimate for the project of $200,000.00.

In an effort to get a better response, we will revise our drawings and specifications by incorporating some of the Alternates into the base bid, thereby minimizing Alternates. Please note that since we are rebidding this project during the winter months this may also help with the cost.

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

ab

c: Peter Folgado, Purchasing Agent, RPPO, QPA

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

City Clerk File No. Res. 14.802

Agenda No. 10.W

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE SOLAR POWER ENERGY SERVICES AGREEMENT

WHEREAS, pursuant to Resolution No. 14.255 adopted on April 9, 2014, the City of Jersey City (the "City") authorized the acceptance of Hudson Energy Solar Corporation as its power provider ("Power Provider") for the new Jersey City Municipal Services Complex, located at 13 Linden Ave., Jersey City, New Jersey, and authorized the entry of a power purchase agreement a/k/a Solar Power Energy Services Agreement ("SPESA") by and among the Power Provider, the Hudson County Improvement Authority ("HCIA") and the City (the "Parties"); and

WHEREAS, pursuant to Section 15.4 of the SPESA, the Parties wish to make certain amendments to the SPESA, including a sixth month extension of time regarding the Commercial Operation Date;

WHEREAS, this First Amendment to Solar Power Energy Services Agreement (the "First Amendment"), attached hereto in substantially final form as **Exhibit A,** amends SPESA as agreed to by both Parties;

WHEREAS, the Power Provider and the HCIA agree to execute the First Amendment.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1) The SPESA is amended as set forth in the First Amendment, attached hereto; and

2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the First Amendment, attached hereto; and

3) The term of the First Amendment shall be as set forth in therein and in the SPESA, effective upon execution of the First Amendment by City officials.

BD/kn
12/8/2014

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE SOLAR POWER ENERGY SERVICES AGREEMENT

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Resolution authorizing the First Amendment to the Solar Power Energy Services Agreement a/k/a power purchase agreement by and between the City of Jersey City, Hudson Energy Solar Corp. and the Hudson County Improvement Authority, to among, other things, provide an extension of time to resolve certain environmental related due diligence at the site.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

EXHIBIT A

FIRST AMENDMENT TO SOLAR POWER ENERGY SERVICES AGREEMENT

This First Amendment to Solar Power Energy Services Agreement, dated December [__], 2014 (the "**Amendment**"), amends that certain Solar Power Energy Services Agreement a/k/a Power Purchase Agreement dated as of August [9], 2014 (the "**SPESA**") by and among Hudson Energy Solar Corp. ("**Power Provider**"), the Hudson County Improvement Authority (the "**Administrator**") and the City of Jersey City ("**Host**"). Power Provider and Host are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**". Capitalized terms not defined herein shall have the definitions assigned to them in the SPESA.

RECITALS

WHEREAS, pursuant to Resolution No. 14.255 adopted on April 9, 2014, Host authorized the acceptance of Power Provider as its solar developer for the new Jersey City Municipal Services Complex, located at 13 Linden Ave., Jersey City, New Jersey, and authorized the entry of a power purchase agreement with Power Provider and the Administrator; and

WHEREAS, Power Provider is presently undergoing due diligence at the site, including review of the environmental remediation at the site and certain documentation submittals to the New Jersey Department of Environmental Protection;

WHEREAS, Power Provider has indicated that such a review must be completed prior to commencement of Power Provider's installation and construction;

WHEREAS, pursuant to Section 15.4 of the SPESA, the Parties wish to make certain amendments to the SPESA as set forth herein.

NOW, THEREFORE, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. The penultimate sentence of Section 4.1(e) of the SPESA is hereby amended and restated in its entirety as follows:

"Power Provider shall cause the Commercial Operation Date to occur no later than July 31, 2015."

2. Section 4.5 (Project Development Costs) of the SPESA is hereby amended and restated in its entirety as follows:

"Power Provider shall pay to the Administrator on or before December 31, 2014, in consideration of the services rendered by Administrator in connection with developing the Systems and in reimbursement of the costs and expenses incurred and funds advanced by Administrator in connection therewith, its Project Development Costs in the amount of $209,000, as outlined in Exhibit H."

Error! Unknown document property name.

3. The address information for the Power Provider set forth in Section 10.1 of the SPESA is hereby deleted and replaced in its entirety with the following:

"Hudson Energy Solar Corp.
c/o Sun Edison LLC
44 Montgomery Street, Suite 2200
San Francisco, CA 94104
Attn: General Counsel"

4. Except as expressly amended hereby, the terms of the SPESA remain in full force and effect and are hereby ratified and confirmed in all respects, except that, upon and after the effectiveness of this Amendment, each reference in the SPESA to the "Agreement", "hereunder", "hereof" or words of like import shall mean and be a reference to the SPESA, as amended by this Amendment.

5. Each Party hereby represents and warrants to the other Party that (i) the execution and delivery of this Amendment and the performance by such Party of its obligations hereunder have been duly authorized by all requisite action on the part of such Party and such Party has the full legal power to execute, deliver and perform the terms of this Amendment and the SPESA as amended hereby; (ii) no consent or approval of any Person is required in connection with the execution, delivery or performance by such Party of this Amendment except such as have already been obtained and remain in full force and effect; and (iii) this Amendment has been duly executed and delivered by such Party, and (assuming due authorization, execution and delivery by the other Party hereto) this Amendment constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and general equitable principles.

6. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment. This Amendment may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Parties, and any such delivery shall be effective as delivery of a manually executed counterpart to this Amendment.

7. This Amendment constitutes the entire agreement among the Parties relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the Parties hereto in accordance with the SPESA.

8. Section 15.8 (Governing Law/Disputes) of the SPESA is hereby incorporated into this Amendment by reference *mutatis mutandis*.

The Parties have executed the foregoing Amendment and intend that it become effective and binding from and after the date of its execution.

[Remainder of This Page Intentionally Left Blank; Signature Page Follows]

Error! Unknown document property name.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment, effective as of the date first written above.

HOST:

The City of Jersey City

By: _____

Name: _____

Title: _____

Date: _____

PROVIDER:

Hudson Energy Solar Corp.

By: _____

Name: _____

Title: _____

Date: _____

ADMINISTRATOR

Hudson County Improvement Authority

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Construction Schedule

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

City Clerk File No. Res. 14.803

Agenda No. 10.X

Approved: DEC 17 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL CONTROL AND IMPOUNDMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to award a contract to Liberty Humane Society, Inc. (LHS) to provide animal control and impoundment services for the Department of Health & Human Services, Division of Health; and

WHEREAS, pursuant to N.J.S.A. 40:48-5.1, the City may enter into negotiations with a humane society or association which has maintained a pound for at least one year and may contract for any period not exceeding five (5) years for the collecting, keeping for redemption and destroying of all such stray animals found within the municipal limits whenever there is no public pound established within the municipality; and

WHEREAS, the total contract amount is $1,162,586.00 for a three year period effective as of January 1, 2015 through December 31, 2017; and

WHEREAS, funds in the amount of $378,000.00 will be made available in the City's 2015 Calendar year permanent budget;

City Clerk File No. Res. 14.803

Agenda No. 10.X DEC 17 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL CONTROL AND IMPOUNDMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

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

1 . The Mayor or Business Administrator is authorized to execute an agreement with LHS, in substantially the form attached, to provide animal shelter management services to the City;

2. The contract shall be for a three year term effective as of January 1, 2015 through December 31, 2017 and the total contract amount shall not exceed $1,162,586;

3. Pursuant to N.J.A.C. 5:30-5.5(b), the award of this contract shall be subject to the availability and appropriation of funds in the 2015 fiscal year budget; and

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

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL CONTROL AND IMPOUNDMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

Project Manager

Department/Division	Health and Human Services	Health Division
Name/Title	Stacey Lea Flanagan	Director
Phone/email	201.547.5114	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Liberty Humane Society will provide animal control and impoundment services for the Department of Health & Human Services Health Division Animal Control Program, in satisfaction of the need to provide shelter for animals impounded pursuant to statute or ordinance.

Cost (Identify all sources and amounts)

$1,162,586 City budget

Contract term (include all proposed renewals)

3 years

Type of award Other/Exception

If "Other Exception", enter type Animal impoundment with local humane society, N.J.S.A. 40:48-5.1

Additional Information

The impoundment of stray, abandoned, and potentially dangerous animals promotes the public health by controlling disease and the humane treatment of these animals.

I certify that all the facts presented herein are accurate.

Ilum [illegible] 12/8/14

Signature of Department Director **Date**

For STACEY Flanagan

AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20___ between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and LIBERTY HUMANE SOCIETY, INC., a non-profit corporation of the State of New Jersey ("Contractor" or "LHS"), P.O. Box 3766, Jersey City, New Jersey.

WHEREAS, Liberty Humane Society, Inc. (LHS) provided the City of Jersey City (City) with animal shelter management services under a five year contract which ran from November 1, 2004 through October 31, 2009 and on a yearly basis thereafter; and

WHEREAS, N.J.S.A. 40:48-5.1 authorizes a municipality to negotiate and award a contract without public bidding to a nonprofit humane society which has continuously maintained a pound for at least one year; and

WHEREAS, LHS satisfies the requirements of N.J.S.A. 40:48-5.1; and

WHEREAS, Resolution _____ approved on December 17, 2014, authorized this Agreement between the City and LHS; and

WHEREAS, LHS will manage the operations of the Jersey City animal shelter and provide supplemental animal control services for a term of three (3) years effective as of January 1, 2015 through December 31, 2017; and

WHEREAS, the City agrees to pay LHS a fee of $378,000 for the first contract year, $387,450 for the second contract year, and $397,136 for the third contract year, for a total fee of $1,162,586.

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 Contractor to provide animal shelter management services as described in the City's Request for Proposals and in the Contractor's response dated May 10, 2004.

ARTICLE II
Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP), Contractor's Proposal dated May 10, 2004 (Proposal), and Contractor's Proposal Clarification Letter dated July 6, 2004 (Clarification Letter). The contract consists of

this Agreement, the RFP, the Proposal, and the Clarification Letter. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the RFP, the Proposal, and the Clarification Letter, the provisions of this Agreement shall govern over the provisions of the RFP, the Proposal, and the Clarification Letter; and the provisions of the City's RFP shall govern over the Proposal and Clarification Letter, and the provisions of the Clarification Letter shall govern over the Proposal.

2. The contract term is for three years effective as of January 1, 2015 through December 31, 2017.

3. It shall be the Contractor's responsibility to provide and pay for veterinary services for all animals that become sick while under the Contractor's care at the shelter. It shall be the Contractor's responsibility to transport to the veterinarian animals that become sick at the shelter.

4. Contractor agrees that it will admit to the pound all animals brought by the City.

5. The City will recommend two (2) appointments to the Board of Directors of LHS: one (1) recommended by the municipal council and one (1) recommended by the mayor. These new members shall be entitled to all the rights and privileges of board members, including the right to vote on issues before the Board.

6. LHS shall assume and conduct animal control services during nights, holidays observed by the City, and at occasional other times as specified by the City including and between January 1, 2015 and December 31, 2017.

7. The scope of supplemental animal control services shall be from 7:30pm to 8:00am on all days, and from 8:00am to 8:00pm on all municipal holidays. LHS will also be available to provide, up to 288 additional hours of coverage upon request of the City during each contract year. Calls will be dispatched to LHS using a phone number exclusively reserved for Jersey City animal control calls or by another mutually agreeable method. LHS will provide the City with timely information about all calls and animals handled, normally on the morning of the following business day. LHS will use City-specified emergency veterinary services when required. LHS Animal Control Officers will gather necessary information to allow JC Animal Control to issue summonses where appropriate, and will be available for court testimony as needed, hours to be treated as additional coverage time as specified above. LHS will respond to all calls where there is a threat to human or animal safety, an animal needing rescue from confinement or a dangerous situation, a request to assist law enforcement or other emergency response, an animal being held by police, stray or abandoned animals which are captured but cannot be held until morning, and reports of animal cruelty or neglect requiring immediate response to preserve the animal's safety or obtain evidence.

8. The City will make available for a nominal cost to LHS any animal control vehicle which is retired from city service.

9. 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 Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

In performing the services under this Agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work and services are correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

In consideration for providing animal shelter management services, the City shall pay the Contractor a fee of $378,000 for the first contract year, $387,450 for the second contract year, and $397,136 for the third contract year, for a total fee of $1,162,586.

The Contractor shall invoice the City at the end of each month for one twelfth of the total fee for the current contract year. The invoice shall include a summary of the performance of the shelter's operations for the month being billed. This invoice is in addition to the reporting as described in the RFP and the Contractor's Proposal. The Contractor shall provide documentation to support the amount billed. Documentation shall include but not be limited to paid invoices for services or materials purchased by the Contractor, payroll registers, and canceled checks.

ARTICLE V
Insurance

Contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as and additional insured when possible, shall be provided. Insurance requirements are as follows:

A. Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.

B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000.

C. Automobile Liability in the amount of $1,000,000 combined single limit.

D. Professional Liability in the amount of $2,000,000 per occurrence and in aggregate.

ARTICLE VI
Termination for Cause

In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

ARTICLE VII
Arbitration

Any disputes or claims arising out of this Agreement or breach thereof with the exception of disputes or claims involving non-payment of fees by the City or a decision by the City to terminate this Agreement, shall be decided upon 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 this award.

A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE VIII
Indemnity

Notwithstanding the imposition of joint or concurrent liability upon the City by statute, ordinance, rule, regulation, or order, the LHS shall indemnify, defend and hold the City harmless,

except for negligent or willful acts of City's employees, contractors or agents, against and from any and all liability, fines, suits, claims demands and action, and costs and expenses of any kind or nature during the time of this Agreement that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by LHS, its agents, servants, invitees, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

If the LHS shall be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding the City is made a party, the City shall be entitled to appeal, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing, providing such action by the City does not limit or make void any liability of any insurer of the City or the LHS hereunder in respect to the claim or matter in question; and further providing that such action by the City is at the City's sole cost and expense if such action or proceeding involves a claim which is less than the insurance coverage provided by the LHS therefore. Notwithstanding anything to the contrary herein, the LHS shall have no obligation to indemnify, defend or hold the City harmless pursuant to this Section for any liability, property damage, loss, or personal injury (I) that are caused by the acts or omissions of the City, or any of its employees, contractors or agents; (ii) that occurred prior to the commencement of the term of this Agreement; or (iii) violations of Legal Requirements which exist at the commencement of this Agreement. LHS's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

ARTICLE IX
Entire Agreement

This Agreement constitutes the entire management agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE X
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XI
Notice

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

Stacey Lea Flanagan, Director Dept. of Health & Human Services City of Jersey City 199 Summit Avenue Jersey City, NJ 07304	Andrew Siegel President Liberty Humane Society, Inc. P.O. Box 3766 Jersey City, NJ 07303

ARTICLE XII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA—302) (for contracts which exceed $36,000.00).

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

Attest: City of Jersey City

_____

Robert Byrne, City Clerk

Date:

_____

Attest: Liberty Humane Society, Inc.

_____

Andrew Siegel, President

Date:

_____

_____

Robert Kakoleski
Business Administrator

Date:

_____

LHS Contract background

2014	$300,000	Animal sheltering only
2015	$312,000	$12,000 baseline increase to reflect vendor increased costs plus additional occasional services LHS has been providing: vehicle cleaning, wildlife transportation, dead animal disposal
	66,000	$66,0000 to provide on-call night and holiday animal control*
	$378,000	
2016	$387,450	2.5% COLA
2017	$397,136	2.5% COLA
3 year total:	$1,162,586	

NOTES:

In previous years, night and holiday animal control has been provided by a variety of methods: overtime hours from staff, private contractors using City vehicles and equipment, LHS using City vehicles and equipment, and a combination of the above. In 2014 HHS has used 3 different vendors to cover nights and holidays.

Since the City's prior experience with LHS doing nighttime animal control, they have added capacity and acquired their own vehicles. They are performing 24x7 animal control for Hoboken and Bayonne. They have given a price competitive with our prior, Newark-based vendor, even though LHS is also offering to provide an additional 24 additional service hours, and with the prospect of better responsiveness.

1. Coverage hours will be 7:30pm - 8:00am, and daytime coverage on municipal holidays.
2. LHS will be available to cover up to 288 hours of additional daytime shifts (average of 2/month) when requested by HHS with reasonable notice.
3. LHS will provide timely information about all calls and animals handled.
4. Calls which require an ACO to respond:
   - Threat to human or animal safety (injured, vicious, sick or potentially rabid animals, bats in a living space, etc)
   - Animal needing rescue from confinement or a dangerous situation
   - Request to assist law enforcement or emergency response
   - Police has captured or claimed animal
   - Stray animal captured which cannot be held until morning
   - Animal cruelty or neglect requiring immediate response
5. LHS ACOs will not write tickets, but will gather necessary information to allow JC Animal Control to issue summonses where appropriate: name, address, contact information of people encountered, circumstances, etc.

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

City Clerk File No. Res. 14.804

Agenda No. 10.Y

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA TO PROVIDE MAINTENANCE SERVICES FOR THE RADIO COMMUNICATIONS EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Motorola maintenance services agreement will ensure E-911 radio communications equipment is maintained providing uninterrupted emergency communication capabilities; and

WHEREAS, the Local Public Contracts Law, N.J.S.A., 40A:11-12 et seq. authorizes municipalities to use a state contract without public bidding and N.J.A.C. 5:34-7.29(c) requires City Council authorization for contracts exceeding $17,500.00; and

WHEREAS, funding this purchase is an allowable expense under the FY-13 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

WHEREAS, Motorola. 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. **A83909**, submitted a proposal for **E-911 Maintenance Service Agreement**; and

WHEREAS, funds are available for this contract in the **UASI Federal & State Grant Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	115504	A83909	$348,642.84

WHEREAS, the City Purchasing Agent has certified that he considers said proposals to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Motorola, 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, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-12; and be it further

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

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.804

Agenda No. 10.Y DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA TO PROVIDE MAINTENANCE SERVICES FOR THE RADIO COMMUNICATIONS EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	115504	A83909	$348,642.84

Approved by _____ December 5, 2014

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

PF/pv
12/5/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA TO PROVIDE MAINTENANCE SERVICES FOR THE RADIO COMMUNICATIONS EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Project Manager

Department/Division	Office of Emergency Management & Homeland Security	<division>
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this Resolution is to authorize the award of a contract to Motorola Solutions for the period of one-year to provide maintenance services to the Bishop Street 911 Emergency Communications system.

Cost (Identify all sources and amounts)

Department of Homeland Security Emergency Management Performance Grant Program (FFY-14) Acct # 02-213-40-472-314

Contract term (include all proposed renewals)

Contract term is for one year commencing January 1, 2015 thru December 31, 2015

Type of award NJ State Contract # 83909

If "Other Exception", enter type N/A

Additional Information

N/A

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 12/5/14

Signature of Purchasing Director — **Date** 12/8/14

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001021899
Contract Modifier: RN18-JUL-14 11:48:45

Date: 10/14/2014

Company Name:	Jersey City, City Of
Attn:	Lt. IT Division JohnTkaczyk
Billing Address:	73-85 Bishop St
City, State, Zip:	Jersey City,NJ,07304
Customer Contact:	Lt. IT Division JohnTkaczyk
Phone:	(201)547-5997

Required P.O.:	Yes
Customer # :	1000315102
Bill to Tag # :	0016
Contract Start Date:	01/01/2015
Contract End Date:	12/31/2015
Anniversary Day:	Dec 31st
Payment Cycle:	IMMEDIATE
PO # :	TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0016C	LOCAL RADIO SUPP0RT W/PICK-UP/DLVRY	$2,394.25	$28,731.00
348	SVC267AB	ENH: LRS MOBILE SUPPORT ON-SITE		
250	SVC368AE	ENH: XTL1500		
98	SVC454AE	ENH: XTL2500		
12	SVC01SVC1102C	DISPATCH SERVICE	$849.54	$10,194.48
1	SVC076AD	ASTRO25 MASTER SITE		
1	SVC078AD	ASTRO25 PRIME SITE		
6	SVC079AD	ASTRO25 REMOTE SITE		
3	SVC083AD	ASTRO25 RECEIVE ONLY		
1	SVC084AD	ASTRO25 DISPATCH SITE		
12	SVC01SVC1220C	SFS LITE SERVICE AGREEMENT	$9,213.33	$110,559.96
588	SVC26AA	ENH: XTS2500		
920	SVC506AB	XTS1500		
250	SVC684AD	ENH: XTL1500		
98	SVC688AD	ENH: XTL2500		
12	SVC01SVC2007C	SP - ONSITE INFRASTRUCTURE RESPONSE	$4,898.75	$58,785.00
8		ASTRO TAC RECEIVER		
44		GTR8000		
4		QUANTAR STATION		
12		SITE(S)		
	SVC01SVC2008C	SP - NETWORK PREVENTATIVE MAINTENANCE	$1,513.33	$18,159.96
8		ASTRO TAC RECEIVER		
44		GTR8000		
13		OPERATOR POSITION		
4		QUANTAR STATION		
12		SITE(S)		
	SVC01SVC2009C	SP - NETWORK MONITORING	$1,134.12	$13,609.44
44		GTR8000		
5		SITE(S)		
12	SVC01SVC2010C	SP - TECHNICAL SUPPORT SERVICE	$1,345.25	$16,143.00

44		GTR8000		
12		SITE(S)		
	SVC02SVC0029C	SP - INFRASTRUCTURE REPAIR/ADVANCED REPLACEMENT	$6,332.00	$75,984.00
8		ASTRO TAC RECEIVER		
44		GTR8000		
13		OPERATOR POSITION		
4		QUANTAR STATION		
12		SITE(S)		
	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE	$1,373.00	$16,476.00
8		ASTRO TAC RECEIVER		
4		QUANTAR STATION		
4		UPS		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$29,053.57	$348,642.84
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$29,053.57	$348,642.84
Taxes	-	-
Grand Total	$29,053.57	$348,642.84

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
MOTOROLA FSO - YEH (DO444)	GLEN ROCK	NJ
ALTECH ELECTRONICS INC	BROOKLYN	NY

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

[signature]	DIRECTOR OEMMS	12/1/14
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

W. GRECO KIERCE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE

LORRAINE DECKER	201-574-3550
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name: Jersey City, City Of
Contract Number: S00001021899
Contract Modifier: RN18-JUL-14 11:48:45
Contract Start Date: 01/01/2015

City Of Jersey City

Office of Emergency Management & Homeland Security

W.Greg Kierce , Director **Steven M. Fulop Mayor**

MEMORANDUM

TO: Peter Folgado,
Director of Purchasing

FROM: W. Greg Kierce

SUBJECT: Purchase Justification;
Motorola Service Contract

DATE: December 4 2014

Peter:

As per request the proposed purchase of services from Motorola is related to providing maintenance and service to radio communications equipment at the 911 Bishop Street communications Center.

This maintenance/service agreement will ensure emergency communications equipment is maintained providing uninterrupted emergency communication capabilities.

Yours truly,

W. Greg Kierce, Director

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108883 FOR MOTOROLA SOLUTIONS, INC. IS VALID.

Essential Management Solutions	**83895**	23
Eventide Inc	**83891**	19
Goosetown Enterprises Inc	**83892**	1,15
Harris Corporation RF, Communication Division	**83932**	1,2,3,7,8,9,11,13,15,18,19
Icom America Inc	**83923**	2,3,4,5,8,13
Intrado Systems Corp	**83916**	17
Kenwood USA Inc	**83927**	1,2,3
KML Technology Inc	**83903**	17
Kova Corp	**83906**	18,19
Motorola Solutions Inc	**83909**	1,2,3,4,5,7,8,9,12,13,15,16,18,19,20,21
Mutualink Inc	**83894**	7
New Jersey Business Systems Inc	**83899**	9,11
Nice Systems	**83921**	19
Office Business Systems Holding Inc	**83896**	19
O-MC Signal Research	**83901**	1,10,11
Pinnacle Wireless a, Division of Nexlink Global Services Inc	**83918**	9,10
Mindshare Consoles		15
Watson Furniture		15
Unipower Sabre		16
Nice		18,19

13x22183 Section 3.0,
4.0
7.0

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

City Clerk File No. Res. 14.805

Agenda No. 10.Z

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO V.E. RALPH & SON INC. FOR THE PURCHASE OF MEDICAL SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

WHEREAS, N.J.S.A. 40A:11-10 et. seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Middlesex Regional Educational Services Commission (MRESC) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Office of Emergency Management needs medical supplies; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the **Middlesex Regional Educational Services Commission (MRESC)**; and

WHEREAS, the Office of Emergency Management wish to purchase medical supplies from V.E. Ralph & Son, Inc., 520 Schuyler Avenue, PO Box 633 Kearny, New Jersey 07032; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the sum of Thirty Seven Thousand, Nine Hundred Seventy Six Dollars and Ninety Cents ($37,976.90) is available in the **Urban Area Security Initiative (UASI) Grant;**

Acct. #: 02-213-40-372-314 **PO #:** 115375 **Amount:** $37,976.90

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned V.E. Ralph & Son, Inc. be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

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

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.805

Agenda No. 10.Z DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO V.E. RALPH & SON INC. FOR THE PURCHASE OF MEDICAL SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

OEM Acct. #: 02-213-40-372-314 **PO #:** 115375 **Amount:** $37,976.90

APPROVED: _____ November 25, 2014

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

PF/pv
11/20/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ _____

Business Administrator — Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0 12.17.14

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

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

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

_____ _____

Rolando R. Lavarro, Jr., President of Council — Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO V.E. RALPH & SON INC. FOR THE PURCHASE OF MEDICAL SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Project Manager

Department/Division	OEM/Homeland Security	
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Award of this contract will provide emergency decontamination equipment for use by Jersey City 1st responders in response to natural & man made disasters.

Cost (Identify all sources and amounts)

UASY FFY-13 Grant Account
Acct # 02-213-40-372-314

Contract term (include all proposed renewals)

Sole award

Type of award Cooperative Purchase (MRESC)

If "Other Exception", enter type N/A

Additional Information

N/A

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 12/1/14

Signature of Purchasing Director — **Date** 12/3/14

V.E. RALPH & SON, INC.

P.O. Box 633 · 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196
FAX: (201)997-6556

QUOTE NO. 54957

DATE 11/17/14

143959

TO: JERSEY CITY FIRE DEPT ***
ATT: ACCOUNTS PAYABLE
465 MARIN BLVD
JERSEY CITY, NJ 07302

SHIP TO: JERSEY CITY FIRE DEPT
ATTN: OEM - CAPTAIN GORMAN
465 MARIN BLVD
JERSEY CITY, NJ 07302

TEL #: 201-491-1442 FAX #: E-MAIL

CONTACT	TERMS	ESTIMATED SHIP DATE	FOB
CAPTAIN GORMAN	NET 30 DAYS	3-7 DAYS ARO	KEARNY

QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
20	EA	10-2154801	ULTRA TUFF 11X14 RED BAG 50/BX	4.55	91.00
500	BX	10-SG375XL	SAFE-GRIP GLOVE/EX-LG 50/BX	12.45	6,225.00
500	EA	10-3M8233	3M #8233 N100 PARTICULATE RESPIRATOR	7.65	3,825.00
8	BX	10-119170	PFR95 RESPIRATOR REG SZ 3 5/BX	29.95	239.60
1000	EA	10-035372	SANI-HANDS ALC HAND WIPES 135/TUB	5.05	5,050.00
1000	EA	10-077272	SANI-CLOTH SURFACE CLEAN WIPES - PACKED 160/TUB	6.15	6,150.00
40	EA	13-5000	CAVICIDE-1 1GAL BOTTLE	21.25	850.00
10	EA	12-370051	RHINO REGULATOR/0-25	172.95	1,729.50
2500	EA	10-7014	MADA FOAM HAND SANITIZER 1.7 OZ	2.39	5,975.00
20	EA	BAX2B2323Q	500ML 24PK LAC RINGERS NOTE:ITEM IS ON NATIONAL BACK ORDER NO DEFINITIVE DELIVERY DATE AT THIS TIME. ITEM SHOULD BE PLACED ON A SEPERATE ORDER IS NEEDED.....	46.85	937.00

PRICES ARE GUARANTEED THROUGH:

TOTAL

QUOTED BY:

Serving The People Who Serve The People Since 1946.

V.E. RALPH & SON, INC.

P.O. Box 633 · 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196
FAX: (201)997-6556

QUOTE NO. 54957

DATE 11/17/14

143959
TO: JERSEY CITY FIRE DEPT ***
ATT: ACCOUNTS PAYABLE
465 MARIN BLVD
JERSEY CITY, NJ 07302

SHIP TO
JERSEY CITY FIRE DEPT
ATTN: OEM - CAPTAIN GORMAN
465 MARIN BLVD
JERSEY CITY, NJ 07302

TEL #: 201-491-1442 FAX #: E-MAIL

CONTACT	TERMS	ESTIMATED SHIP DATE	FOB
CAPTAIN GORMAN	NET 30 DAYS	3-7 DAYS ARO	KEARNY

QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
20	CS	BAX2B1323Q	0.9% SOD.CHLOR 500ML 24CS	45.24	904.80
			SPECIAL DISCOUNTED PRICING		
			FREIGHT-FREE SHIPMENT		

APPROVED

PRICES ARE GUARANTEED THROUGH: 12/17/14

TOTAL 31,976.90

QUOTED BY: MIKE MADDALONI

Serving The People Who Serve The People Since 1946.

"CURRENT MRESC BID AWARDS"

–Part II		Awarded:11/21/14 – 10/23/15	Griffith Electric
Medical Supplies-School & General Nursing	MRESC 12/13-70	1/22/13 - 1/21/14; Extended to 1/21/15	V.E. Ralph & Son, Inc.
Medicaid Billing Services	MRESC/AEPA IFB #013-C	3/1/14 – 2/28/15	Sivic Solutions Group
Medical Supplies	MRESC 12/13-49	12/17/12 - 12/16/13, Extended to 12/16/14	V.E. Ralph & Sons Inc.
Natural Gas - Supply of	MRESC 13/14-14	**PSEG-** 12/1/13 - 11/30/15 **E-Town and NJ Natural** 11/1/13 -10/31/15 **South Jersey Electric-**12/1/13 - 11/30/15	
Nursing Services	MRESC 11/12-31	Extended to 1/22/15	Delta-T Group, Inc.
Occupational & Physical Therapy Services	MRESC 13/14-52	2/21/14 – 2/20/16	Accountable Healthcare Staffing, Inc.
Office Supplies	MRESC 12/13-45	7/1/13 - 6/30/15	W. B. Mason
Painting Services	MRESC 12/13-50	4/26/13 - 4/25/15	All-Phase, LLC
Playground Equipment & Outdoor Circuit Training	MRESC 14/15-08	7/1/14 – 6/30/15	Marturano Recreation.
Playground Surfacing	MRESC 14/15-09	7/1/14-6/30/15	Downes Tree Service, Rubbercycle & Whirl Inc.
Plumbing - Time & Material	MRESC 12/13-51	6/5/13 - 6/4/15	Various
Pool Supplies	MRESC 12/13-73	3/26/13 - 3/25/14 Extended to 3/25/15	Various
Printing Services	MRESC 13/14-10	9/1/13 - 8/31/14	Various
Radios - Motorola	MRESC 13/14-04	7/1/13 - 6/30/14; Extended to 6/30/15	Alphacomm
Raised Access Flooring Systems & Related Services	MRESC 13/14-48	1/17/14 - 1/16/15	Nickerson Corporation
Repair & Maintenance Services-Job Order Contracting – General Contracting	MRESC 14/15-19	7/1/14 – 6/30/15	exIQC Gordian Group
Roofing and Building Envelope Repair and Maintenance Services Bid	MRESC/AEPA IFB #013-B	11/15/13 - 2/28/15	Weatherproof Technologies (Tremco)
Roofing Repair-Job Order Contracting	MRESC 13/14-12 & MRESC 13/14-13	7/1/13 - 6/30/15	ezIQC Gordian Group
Safety & Security Window Film	MRESC 13/14-57	3/21/14 – 3/20/15	Various
Safety & Security Window Film – Round Two	MRESC 14/15-27	9/3/14 – 9/2/15	Window Film Depot, Inc.
School Bus	MRESC 14/15-31	To Be Awarded: 12/2/14 - 12/1/15	Various
School Bus Surveillance Cameras	MRESC 14/15-23	8/12/14 – 8/11/15	Seon Systems Sales, Inc.

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062774 FOR V. E. RALPH & SON, INC. IS VALID.

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Michael Maddaloni

Representative's Signature: Michael Maddaloni

Name of Company: V-E Ralph & Son, Inc.

Tel. No.: 201-997-2400 **Date:** 11/25/14

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. S12101* 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 Maddalon / General Manager
Representative's Signature: Michael Maddalon
Name of Company: V. Ralph Sea, Inc.
Tel. No.: 201-777-2700 **Date:** 11/25/14

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 : V. E. Ralph & Son, Inc.

Address : 320 Schuyler Ave Kearny NJ 07032

Telephone No. : 201-997-2400

Contact Name : Michael Maddaloni

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

✓ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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:
V. E. RALPH & SON, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#
0062774

ADDRESS
320 SCHUYLER AVE
KEARNY NJ 07032

ISSUANCE DATE:
09/13/01

EFFECTIVE DATE:
12/22/94

Patricia A. Chiaccchio
Director, Division of Revenue

FORM-BRC(08-01)

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

Certification 14562

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-JUN-2014 to 15-JUN-2021

V. E. RALPH AND SON INC.
320 SCHUYLER AVE.
KEARNY NJ 07032

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the **Middlesex Regional Educational Services Commission** is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and **Middlesex Regional Educational Services Commission** is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that **Middlesex Regional Educational Services Commission** has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which **Middlesex Regional Educational Services Commission** is the lead agency.

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the **Middlesex Regional Educational Services Commission.**

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 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

MEMBERS OF THE NJ STATE APPROVED
MRESC COOPERATIVE PRICING SYSTEM # 65MCESCCPS

	Essex cont'd.	
Bloomfield Township of	Township of Millburn	Philip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
Gloucester		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
Hudson		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
Hunterdon		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethleham	Hampton Borough BOE	Milford BOE
Bloomsbury BOE	High Bridge BOE	Milford Borough of
Califon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14

State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

RICHARD E. CONSTABLE, III
ACTING COMMISSIONER

MEMORANDUM

TO: Lead Agency for a Cooperative Purchasing System

FROM: Marc H. Pfeiffer, Deputy Director
Division of Local Government Services

DATE: February 3, 2012

SUBJECT: Middlesex Regional Educational Services Commission Cooperative Pricing System - ID# 65MCESCCPS

The Division of Local Government Services is in receipt of your recent submission requesting:

Registration of a Cooperative Pricing System

X Modification of a Cooperative Pricing System

(X) Registration Renewal of a Cooperative Pricing System

The documentation submitted has been reviewed and the forms attached to this memorandum contain the Division's response. Your new expiration date is **May 21, 2017.**

Should you have any questions regarding this matter, please contact Giulietta Passarelli at 609-292-7842.

MHP:gp

Note to File:
ID# 65MCESCCPS

1) Registration renewal
2) Added 11 new members: Freehold Reg. HS Dist.; Monroe Twp. BOE (Gloucester); Roseland BOE; Pitman BOE; Hammonton BOE; Moorestown BOE; Hackettstown BOE; Stafford Twp. BOE; Salem City BOE; Mount Olive Public Library; Burlington Twp. BOE

File #65

REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM OR REGIONAL COOPERATIVE PURCHASING SYSTEM

(COOPERATIVE PURCHASING FORM CP-2001)

Return completed Form with all documentation to:	CONDITION
Cooperative Purchasing Division of Local Government Services PO Box 803 Trenton NJ 08625-0803 Attn: Co-op	*To the extent that bids may have been received or a contract may have been awarded by an unregistered Cooperative Purchasing System without it first having obtained the requisite approval from the Division pursuant to N.J.A.C. 5:34-7.1 et seq., the Division is not in a position to address or resolve any legal questions which may exist as a result of such circumstances.*

SYSTEM TYPE

☑ Cooperative Pricing System ☐ Joint Purchasing System ☐ Regional Cooperative Pricing System

SYSTEM IDENTIFICATION

System Name: Middlesex Regional Educational Services Commission	Identifier 65MCESCCPS

	☐ System Registration	☐ Add/Delete Member(s)	☑ Renew Registration	☐ Other (Check Below)
Attach	☐ Lead Agency Resolution ☐ Member Resolution(s) ☐ Agreement(s)	☐ New Member Resolution(s) ☐ Lead / Member Agreement(s)	☑ Lead Agency Resolution ☑ List of Current Members (Submit new members on separate CP-2001)	☐ Change Lead Agency ☐ Add/Delete Commodity ☐ Change Address ☐ Other (List Below)

DETAILS (Identify changes in: membership, commodities purchased or other information as appropriate)

Middlesex Regional Educational Services Commission -65MCESCCPS	
Current member list attached	

This is to certify that the requirements of *N.J.S.A. 40A:11-1 et seq.* or *N.J.S.A. 18A:18A-1 et seq.*, as appropriate, and *N.J.A.C. 5:34-7.1 et seq.* are understood and the System is in compliance with them.

Signature:		E-mail Address:	pmoran@mresc.k12.nj.us
Name:	Patrick M. Moran	Phone:	732-777-9848; Ext. 3120
Title:	Business Administrator/Board Secretary	Date:	

Official Use:

Approved:	Materials Complete:	Effective Date:	System Expiration:
Disapproved:	2/3/12	1/31/12	5/21/2017

2

1.1.1

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

City Clerk File No. Res. 14.806

Agenda No. 10.Z.1

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DIETRICH NEUMAHR FOR THREE K-9 MALE GERMAN SHEPHERDS FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) informal solicitations were attempted for the purchase of **Three (3) K-9 Male German Shepherds;** and

WHEREAS, the German Shepherds will be purchased to be trained to detect drugs and/or explosives as well as provide greater coverage of the city and specific threats against waterfront targets; and

WHEREAS, after various attempts to solicit quotations, a quote was received from Dietrich Neumahr, 9 Strang Road, Derby, Connecticut 06418 in the total amount of **Nineteen Thousand, Five Hundred Dollars ($19,500.00)** for the Office of Emergency Management; and

WHEREAS, the Purchasing Agent has determined that it is impracticable to solicit other quotes due to the nature of the service required; and

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

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

WHEREAS, the Director of the Office of Emergency Management 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 the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

WHEREAS, the contractor 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 $19,500.00 are available in the **Federal & State Grant Fund**.

Account	PO #	Amount
02-213-40-372-314	115208	$19,500.00

(Continue on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.806

Agenda No. 10.Z.1 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DIETRICH NEUMAHR FOR THREE K-9 MALE GERMAN SHEPHERDS FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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

1. A contract in the amount of **$19,500.00** for a **Three (3) K-9 Male German Shepherds** is awarded to **Dietrich Neumahr**, and the Purchasing Agent 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, Chief Financial Officer, hereby certify that funds in the amount of $19,500.00 are available in the **Federal & State Grant Fund**.

Account	PO #	Amount
02-213-40-372-314	115208	$19,500.00

_____ November 6, 2014

Peter Folgado, Director of Purchasing, QPA, RPPO

PF/pv
11/6/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DIETRICH NEUMAHR FOR THREE K-9 MALE GERMAN SHEPHERDS FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Project Manager

Department/Division	OEM/Homeland Security	
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Award of this this contract will provide for the purchase of three (3) German Shepard dogs for the Jersey City Police Department K-9 Unit. These dogs will be cross trained both in patrol operations and explosive detection and upon completion will enhance city-wide K-9 capabilities and will be part of the NJ Render Safe Task force.

Cost (Identify all sources and amounts)

Urban Area Security Initiative (UASI FFY-13). $19,500.00
Acct # 02-213-40-372-314

Contract term (include all proposed renewals)

N/A

Type of award Sole Bid contract

If "Other Exception", enter type N/A

Additional Information

Vendor is approved and authorized by the NJ State Police K-9 Unit relative to providing German Shepard dogs suitable for patrol, explosive detection training.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 11/7/14

Signature of Purchasing Director — **Date** 11/7/14

CERTIFICATION OF W. GREG KIERCE

I, W. Greg Kierce, of full age hereby certifies as follows:

1. I am the Director of the Office of Emergency Management & Homeland Security for the City of Jersey City.

2. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DIETRICH NEUMAHR FOR THREE K-9 MALE GERMAN SHEPARDS GOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY13 URBAN AREA SECURITY INITIATIVE GRANT (UASI).**

3. The total funds associated with this pay to play contract is $19,500.

4. The funds are available in the **Urban Area Security Initiative (UASI) FFY-13 Account Number 02-213-40-372-314**

5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 11/6/14

W. Greg Kierce: _____
Director Office of emergency Management & Homeland Security

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1518380 FOR NEUMAHR,DIETRICH IS VALID.

Patricia Vega

From: Peter Folgado
Sent: Wednesday, November 05, 2014 4:24 PM
To: Patricia Vega
Subject: FW: Dietrich Neumahr Police K-9s

Please do the Pay to Play with the clause that I certify that it is impracticable to solicit.

Thank you

PETER FOLGADO
DIRECTOR OF PURCHASING, RPPO, QPA
CITY OF JERSEY CITY
DIVISION OF PURCHASING
394 CENTRAL AVE, 2ND FLOOR
JERSEY CITY, NJ 07307

(P) 201.547.4896
(F) 201.547.6585
(F) 201.369.7270

From: Walter Kierce [mailto:WKierce@NJJCPS.ORG]
Sent: Wednesday, November 05, 2014 4:04 PM
To: Peter Folgado
Cc: Patricia Vega
Subject: Dietrich Neumahr Police K-9s

Peter as per our conversation.

The vendor in question Dietrich Neumahr is approved by the NJ State Police K-9 Unit to provide German Shepard Dogs suitable for training/use as K-9 dogs. As we are utilizing UASI funds to purchase these animals we are bound by NJSP recommendations relevant purchase of these animals. Accordingly it is impractical to solicit competitive bids relevant this matter. I request we purchase the proposed dogs from Dietrich Neumahr.

Thank you for your assistance

W. Greg Kierce, Director
City of Jersey City
Office of Emergency Management & Homeland Security
715 Summit Avenue
Jersey City, NJ 07306
Office(201) 547-5681
Cell(201) 424-8625

Information contained in the electronic correspondence may contain confidential and /or privileged Homeland Security sensitive information and is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient you are hereby notified that any dissemination, distribution, or copy of the

Dietrich Neumahr
9 Strang Road
Derby, CT 06418

Invoice

Date	Invoice #
9/4/2014	0885

Bill To
Office of Emergency Management Jersey City, NJ Attn: Walter Kierce

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
3	German Shepherd dog, male,to be trained as a dual purpose police K-9 The above dogs are guaranteed to be in good health and free of any hip or elbow displasia, the above dogs are also guaranteed to be trainable as dual purpose police K-9, otherwise they will be replaced with another one of equal value.	6,500.00	19,500.00

Thank you for your business.

Total $19,500.00

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Dietrich Neumahr		
Address:	9 Strang Road		
City:	Derby	State: CT	Zip: 06418

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
[signature]	Dietrich Neumahr	Owner

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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

PART II - Signature and Attestation:

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

Name of Business Entity: Dietrich Neumahr

Signed _____ Title: owner

Print Name Dietrich Neumahr Date: 11-12-14

Subscribed and sworn before me
this 12 day of November 2014.
My Commission expires: 1/31/2019

_____ (Affiant)

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

IRMA LIZ GOMEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 1/31/2019

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

Part I – Vendor Affirmation

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

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

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
Dietrich Neumahr	9 Strang Rd, Derby, CT 06418

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: Dietrich Neumahr
Signed: [signature] Title: Owner
Print Name: Dietrich Neumahr Date: 11-12-14

Subscribed and sworn before me this 12 day of November, 2014

My Commission expires: 1/31/2019

[signature]
(Affiant)
Irma Gomez
(Print name & title of affiant) (Corporate Seal)

IRMA LIZ GOMEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 1/31/2019

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Dietrich Neumahr
Representative's Signature: [signature]
Name of Company: Dietrich Neumahr
Tel. No.: 203-231-3867 Date: 12-3-14

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: Dietrich Neumann

Address: 9 Strang Rd.

Telephone No.: 203-231-3867

Contact Name: Dietrich Neumann

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO._____ DATES OF PAYROLL PERIOD USED: FROM_____ TO_____

NAME OF FACILITY:

Street City County State Zip Code

JOB CATAGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1											
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	1											

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

NAME OF PERSON COMPLETING FORM (Print or Type). SIGNATURE DATE SUBMITTED

LAST FIRST MI

Neumahr Detrich J 12-3-2014

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

9 Strang Rd. Derby CT 06418

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
Dietrich Neumann	[signature]	Owner	12	3	14

7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
9 Strang Rd	Derby	New Haven	CT	06418	203-231-2867

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:		DIVISION OF REVENUE DLN #:	

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF $75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Dietrich Neumahr

Representative's Signature: [signature]

Name of Company: Dietrich Neumahr

Tel. No.: 203-231-3867 **Date:** 12-3-14

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

City Clerk File No. Res. 14.807

Agenda No. 10.Z.2

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 13-837, approved on December 18, 2013, awarded a one-year contract in the amount of $58,960.00 to Access Control to provide security maintenance for various buildings for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

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

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **December 19, 2014 and ending on December 18, 2015**; and

WHEREAS, the total cost of the contract renewal is **$59,785.44**; and

WHEREAS, funds in the amount of $10,000.00 are available in **Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-311.**

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Access Control to provide security maintenance for the Department of Public Works/Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of December 19, 2014, and the total cost of the contract shall not exceed **$59,785.44**;

3) Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year temporary and permanent budget; and

4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.807

Agenda No. 10.Z.2 DEC 17 2014

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-311** for payment of the above resolution.

Requisition # 0168352.

Purchase Order # 115499

Temp.Encumbrancy $10,000.00

OKD/sb
December 3, 2014

APPROVED: For _____
Oren K. Dabney, Sr., Director, Department of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide security maintenance.

- For the Municipal Court.
- For the Mary McLeod Bethune Life Center (MLK).
- Some of the services include barrier gates, cabinet X – Ray System.
- Semi Annual and Annual preventive maintenance at both locations.
- Vendor will provide all labor, materials, equipment and services required.
- Contract renewal amount is $59,785.44.

Cost (Identify all sources and amounts)

01-201-26-291-311 (Buildings Operating Account)
Contract Renewal Amount = $59,785.44

Contract term (include all proposed renewals)

Exercising first of two (2) options to renew for an additional one (1) year term.
12/19/14 to 12/18/15

Type of award **Public Bid –Contract Renewal**

If "Other Exception", enter type

Additional Information

- Original contract amount = $58,960.00 reso # 13-837, approved 12/18/13.
- The renewal contract price was 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 CPI for the twelve (12) month was 1.4% which equates to $825.44 as the CPI increase to the contract. ($58,960.00+$825.44) = $59,785.44.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/4/14

BID PROPOSAL
(Continued)
PROJECT NO. 2013-001

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:

$ 40,185.00
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 $ 995.00 x 2= $ 1990.00

(2) Annual $ 1990.00

b. Items Listed in Exhibit B (Mary McLeod Bethune Life Center (MLK):

(1) Semi- Annual PM $ 625.00 x 2= $ 1250.00

(2) Annual $ 1250.00

c. Barrier Gates (Municipal Court Only):

(1) Monthly PM $ 385.00 x 12= $ 4620.00

(2) Annual PM $ 1025.00

d. Cabinet X-Ray System (Municipal Court Only):

(1) Monthly PM $ 250.00 x 12= $ 3000.00

(2) Semi-Annual PM $ 250.00 x ~~12~~ 2= $ 500.00

(3) Annual PM $ 850.00

TOTAL ANNUAL BID PRICE
FOR PREVENTATIVE MAINTENANCE $ 16,475.00
(TOTAL COST ITEM #2)

No. 3: The bidder agrees to provide off hours emergency service based on the labor rated 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 Twenty Three Hundred Dollars
(Write Unit Price) (Write Total Cost- Item 3)

GRAND TOTAL – ITEMS 1, 2 AND 3

Fifty Eight Thousand Nine Hundred Sixty Dollars
(In Writing)

$ 58,960.00
(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 quartetly by the United States Department of Commerce, Bureau of Economic Analysis.

* Contract Price above assumes Cabinet X-Ray System is functional. Equipment is old and may need to be replaced. Quote for replacement was submitted in 2012.

signs, posters or advertising at the site of the work except those mandated by governing authorities for local law compliance.

(b) In order to effectuate the policy of the City, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which would affect the Contract and the performance thereof and those engaged therein, except where stricter requirements are contained in these Specifications, in which event the latter requirements shall apply. However, the Contractor shall apply for any permits, licenses or variances in the name of or on behalf of the City where required by law and pay all associated fees or other charges.

BASIC MAINTENANCE

The maintenance service contract shall include the following on call Basic Maintenance Service:

1. Any and all adjustments and repairs to equipment that is appropriate and necessary to keep the systems in a good operating manner.
2. Any and all replacement of equipment, components, etc. that becomes appropriate and necessary to keep the systems in a good operating manner. This applies to all durable goods items.
3. Software upgrades and enhancements as same become available.

PREVENTATIVE MAINTENANCE SERVICE

The maintenance service contract shall include all labor necessary to provide preventative maintenance service to the listed equipment as scheduled below:

1. ITEMS LISTED IN EXHIBIT A- (Municipal Court)

   Semi Annual Preventative Maintenance

   a. Inspect and clean all Micro controllers where applicable.
   b. Inspect, test, and clean power supplies.
   c. Test batteries and replace where applicable.
   d. Test and adjust where applicable all CCTV equipment.
   e. Inspect Matrix Switching equipment.
   f. Visually observe all cameras and monitor displays and adjust as needed for optimal performance.
   g. Inspect File, Server, Printers and System Workstations.

   Annual preventative Maintenance

   a. Test and adjust all system sensors

2. ITEMS LISTED IN EXHIBIT B- (Mary McLeod Bethune Life Center)

   Semi Annual Preventative Maintenance

   a. Inspect, test, and clean power supplies.
   b. Test batteries and replace where applicable.
   c. Test and adjust where applicable all CCTV equipment.
   d. Visually observe all cameras and monitors displays and adjust as needed for optimal performance.

Annual Preventative Maintenance

a. Test and adjust all system sensors

3. BARRIER GATES (TOTAL – 4 UNITS) (Municipal Court Only)

Monthly Preventative Maintenance

a. Check belt tension. Belts should have ¼ to 3/8" free play when properly tensioned.
b. Check and tighten all nuts, bolts, and screws in the entire gate.
c. Open gate and verify that LED marked LED is steady on. (Blinking light or no light is a sign of trouble).
d. Inspect bolts connecting the crank arm and link arm assemblies for wear.
e. Verify that limit switch cams are tightly secured.
f. Check the 3/8" roll pin holding the gate arm flange to the output shaft for fractures.
g. Check the oil level in the gear reducer and add recommended oil as necessary.
h. Trip the test button on the AFI on the power panel and test the plug to ensure that the power is off. Reset the button and retest power.
i. Check for misaligned pulleys and belts.
j. Adjust operation of arm as necessary.
k. Verify proper operation of heater. When outside temperature is 50 degrees or below, place manual heater switch in AUTO position. Do not leave heater switch on during warm weather.

Annual Preventative Maintenance

a. Drain. Flush and replace oils in the gear reducer with recommended oil.
b. Unplug and replug all sockets, cables, and connectors several times to clean corrosion and oxidation from contacts.

4. CABINET X-RAY SYSTEM (TOTAL- 1 UNIT (Municipal Court Only)

Monthly Preventative Maintenance

a. Vacuum and clean inside of cabinet inspection chamber.
b. Clean TV monitor screen with mild spray cleaner.
c. Inspect lead-vinyl curtains for cracks or tears. Replace if necessary.
d. Inspect conveyor belt for damage. Clean conveyor belts. Check for belt tracking.
e. Perform System Performance Test to make sure all indicator lamps are working.

Semi-Annual Preventative Maintenance

a. Remove top cover and all access panels. Vacuum and clean. Check all lead-vinyl curtain assemblies for torn section or permanent distortion. Replace

curtain assembly or individual strips as required to maintain radiation protection. Vacuum clean inspection area in cabinet and conveyor assembly.

b. Inspect conveyor belt rollers for accumulated dirt. Brush off dirt and vacuum clean, as required. Check tracking and tension of conveyor belt.
c. Replace access panels and top cover.
d. Perform the System Performance Test.
e. Clean exterior cabinet surfaces with mild spray cleaner.
f. Perform the X-Ray Dose Rate Test.

Annual Preventative Maintenance

a. Inspect conveyor drive roller assembly for excessive vibration or noise and shaft bearing for wear. Check rubber motor mounts for cracks.
b. Check all system components and assemblies for wear or damage.
c. Check the wheels on the cabinet. Remove accumulated dirt from well axles. Apply lubricant.
d. Perform the System Performance Test.
e. Obtain the radiation survey certification from the appropriate regulatory agency, if required.

5. EXCLUSIONS

The maintenance agreement does not apply to the following:

a. Replacement of disposable items such as ink, ribbons, overlays, printer paper, and cards.
b. Damage arising from improper operation of equipment, civil commotion, storms, theft, fire, flood, war, other acts of God, building failures or damage caused by foreign interconnection of equipment except such equipment that was interconnected as part of the original work.

TERMS OF CONTRACT

1. The City shall provide free access to all equipment during normal working hours as stated below so that inspections/ preventative maintenance may be completed as called for under this contract.
2. The Contractor shall give the City of Jersey City preferential service over non-contract customers.
3. All work is to be performed during regular working hours, on regular working days of the trades involved and all bids shall be based on the service and/or preventative maintenance being performed Monday through Friday, between the hours of 8:00 a.m. and 5:00 a.m. In the event that it may be necessary to answer a call in overtime, the contractor shall be paid based upon the unit prince in the bid proposal. However, any call for service made to the contractor or the contractor's calling service before 2:00 p.m. on any regular working day shall be billed at regular working hours regardless of the arrival time of the technician or length of stay. Note, leaving jobs unfinished without

good cause **and notice to the City's Designee** will be considered a breach of contract, giving the City the right to declare the contractor in default.

4. The Contractor shall maintain a continuous telephone service where he can be reached, twenty-four (24) hours each day, seven (7) days each week, Sundays and holidays included. **The Contractor agrees to return all calls or pages within one (1) hour. In the event a system is in trouble and is established as an emergency, the Contractor agrees to service the problem within four (4) hours.**
5. The Contractor shall furnish all parts, materials and labor necessary when a failure or breakdown of any component part cause the alarm/security system to become inoperative.
6. The Contractor shall notify the City's Designee, a minimum of twenty-four (24) hours ahead of scheduled preventive maintenance service, **and shall provide a written work progress schedule with approximate dates and times.**
7. In the event the contractor fails to maintain the equipment in accordance with these specifications, or violates any of the provisions hereof, the City may, upon ten (10) days prior notice perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the Contractor's expense.
8. The Contractor shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, labor troubles, strikes, blackouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or any other cause which is unavoidable or beyond the contractor's control, or in any event for consequential damages.
9. The Contractor shall not be bound to make any correction in design or equipment.
10. At the end of each one (1) year period, the contractor shall submit in writing any changes, deletions or additions to any of the Security Systems.

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

City Clerk File No. Res. 13.837

Agenda No. 10.Z.6

Approved: DEC 18 2013

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS. DEPARTMENT OF PUBLIC WORKS /BUILDING AND STREET MAINTENANCE

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's 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,** 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 Eight Thousand, Nine Hundred Sixty ($58,960.00) Dollars;** and

WHEREAS, the City's 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** will be available in the 2013 permanent budget; and

WHEREAS, the funds for this purchase are available in **Operating 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	111981	Temp. Encumb.	$10,000.00
		Total Contract	$58,960.00

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

WHEREAS, the remaining contract funds will be made available in the 2013, 2014, 2015 and 2016 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2013 thru 2016 temporary and permanent budgets, the contract will be terminated; 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's Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

Continuation of Resolution

City Clerk File No. Res. 13.837

Agenda No. 10..Z.6

TITLE: DEC 1 0 2013

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS. 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 #		Amount
01-201-26-291-311	111981	Temp. Encumb.	$10,000.00
		Total Contract	$58,960.00

Approved by _____
Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS, DEPARTMENT OF PUBLIC WORKS /BUILDING AND STREET MAINTENANCE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Michael Razzoli, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Three (3)

DATE BIDS WERE PUBLICLY RECEIVED:

November 14, 2013

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	$58,960.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

I CERTIFY THAT ALL THE FACTS HAVE BEEN PRESENTED

12/9/13
Date

Peter Folgado, Director of Purchasing, RPPO,QPA

Silendra Baijnauth

From: Terryann Schwiederek [TSchwiederek@accesscontrolinc.com]
Sent: Friday, December 05, 2014 11:57 AM
To: Silendra Baijnauth
Cc: David Long; Steven Schwiederek
Subject: ACT Contract Renewal
Attachments: JCCH MA Renewal December 5 2014.PDF

Importance: High

Good Morning –

Attached please find the letter of acceptance and the paperwork required for the MA renewal. Please let myself or David Long know if you require anything further.

Thank You,
Terry

Terryann Schwiederek

Access Control Technologies, Inc.
429 Getty Avenue
Clifton, NJ 07011

973-689-0460 Phone
973-689-0451 Fax

TSchwiederek@accesscontrolinc.com
www.accesscontrolinc.com

NY State License #12000203600
NJ State License #BX000011

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BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

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

CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Remo B. Cinquino	
Joseph L. Cigliocci	

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: Access Control Technologies

Signed: [signature] Title: Acct Mgr

Print Name: DAVID Long Date: 12. 4. 14

Subscribed and sworn before me this 4th day of December, 2014

[signature] (Affiant)

My Commission expires:

TERRYANN SCHWIEDEREK
ID # 2079907
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires September 12, 2016

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

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Access Control Technologies (name of business entity) has not made any reportable contributions in the **one-year period preceding Dec 17, 2014 (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 Access Control Technologies (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: Access Control Technologies

Signed: [signature] Title: Acct Mgr

Print Name: David Long Date: 12.4.14

Subscribed and sworn before me
this 4th day of Dec, 2014.
My Commission expires:

Terryann Schwiederek
(Affiant)

(Print Name) (Seal)

TERRYANN SCHWIEDEREK
ID # 2079907
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires September 12, 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

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Access Control Technologies		
Address:	429 Getty Ave		
City:	Clifton	State: NJ	Zip: 07011

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
[signature]	David Long	Acct Mgr.

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
	N/A		

☐ Check here if the information is continued on subsequent page(s)

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): David Long Acct Mgr

Representative's Signature: [signature]

Name of Company: Access Control Technologies

Tel. No.: 973-689-0450 **Date:** 12-4-14

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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: David Long / Acct Mgr.
Representative's Signature: [signature]
Name of Company: Access Control Technologies
Tel. No.: 973-689-0444 Date: 12.4.14

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

Address: 429 Getty Ave, Clifton NJ 07011

Telephone No.: 973-669-0444

Contact Name: David Long

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Sincerely,

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 277
TRENTON, NJ 08646-0252

TAXPAYER NAME:
ACCESS CONTROL TECHNOLOGIES INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
0078050

ADDRESS:
429 GETTY AVE
CLIFTON NJ 07011

ISSUANCE DATE:
03/16/04

EFFECTIVE DATE:
12/05/89

Acting Director

FORM-BRC(08-01)

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

To be prepared in the corporate name and forwarded with the application to obtain the proper forms to: State of New Jersey, Division of Taxation, P.O. Box 252, Trenton, N.J. 08646-0252, (609) 292-6400
This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08625

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.

Director, Division of Taxation

ACCESS CONTROL TECHNOLOGIES IN
429 GETTY AVE
CLIFTON NJ 07011

Tax Registration No. 223-012-469/000

Tax Effective Date: 01-15-90

Document Locator No. B000243836

Date Issued: 03-16-04

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

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-2014 to 15-AUG-2021

ACCESS CONTROL TECHNOLOGIES INC.
429 GETTY AVENUE
CLIFTON NJ 07011

Andrew P. Sidamon-Erlstoff
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

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF INC, (PROFIT)

ACCESS CONTROL TECHNOLOGY INC
0400074496

8. Incorporators:
JOSEPH LIGUORI
429 GETTY AVENUE

CLIFTON, NJ 07011
REMO CINQUINO
429 GETTY AVENUE

CLIFTON, NJ 07011

9. The Main Business Address:
429 GETTY AVENUE
CLIFTON, NJ 07011

Signatures:
JOSEPH LIGUORI
REMO CINQUINO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal. at Trenton, this 11/24/2004

John E McCormac, CPA
Treasurer of the State of New Jersey

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF INC, (PROFIT)

ACCESS CONTROL TECHNOLOGY INC
0400074496

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 11/23/2004 and was assigned identification number 0400074496. Following are the articles that constitute its original certificate.

1. Name:
ACCESS CONTROL TECHNOLOGY INC

2. The Registered Agent:
JOSEPH LIGUORI

3. The Registered Office:
429 GETTY AVENUE
CLIFTON, NJ 07011

4. Business Purpose:
General, For Any Lawful Purpose Under N.J.S.A 14A:1-1 et seq.

5. Stock:
20

6. Effective Date of this filing is:
12/05/2004

7. First Board of Directors:
JOSEPH LIGUORI
429 GETTY AVENUE

CLIFTON, NJ 07011
REMO CINQUINO
429 GETTY AVENUE

CLIFTON, NJ 07011

Continued on next page ...

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

City Clerk File No. Res. 14.808

Agenda No. 10.Z.3

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 13-841, approved on December 18, 2013, awarded a one-year contract in the amount of $134,980.00 to Starlite Electric for sports lighting and scoreboards maintenance at numerous ball fields for the City of Jersey City (City), Department of Public Works / Division of Parks Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

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

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **December 19, 2014 and ending on December 18, 2015**; and

WHEREAS, the total cost of the contract renewal is **$136,599.76**; and

WHEREAS, funds in the amount of $30,000.00 are available in **Parks Maintenance Operating Account No. 14-01-201-28-375-312.**

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Starlite Electric for sports lighting and scoreboards maintenance at numerous ball fields for the Department of Public Works/Division of Parks Maintenance;

2) The renewal contract is for a one-year period effective as of December 19, 2014, and the total cost of the contract shall not exceed **$136,599.76**;

3) Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year temporary and permanent budget; and

4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res.14.808

Agenda No. 10.Z.3 DEC 17 2014

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Parks Maintenance Operating Account No. 14-01-201-28-375-312** for payment of the above resolution.

Requisition # 0168246

Purchase Order # 115448

Temp.Encumbrancy $30,000.00

OKD/sb
November 20, 2014

APPROVED: for *Oren K. Dabney, Sr., Director, Department of Public Works*

APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE.

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4495	csnow@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is for sports lighting and scoreboards maintenance at numerous ball fields citywide.

- For Eleven (11) Parks Citywide.
- Pershing Field, Mary Benson , Country Village, Caven Point, Roberto Clemente, Montgomery Gateway , Enos Jones, Westside Little League, Bayside Park, Lincoln Park West, and Metro Field.
- These Parks are being utilized for baseball, soccer, and football games.
- Vendor will provide all labor, materials, equipment and services.
- Contract renewal amount is $136,599.76.

Cost (Identify all sources and amounts)

01-201-28-375-312 (Parks Operating Account)
Contract Renewal Amount = $136,599.76

Contract term (include all proposed renewals)

Exercising first of two (2) options to renew for an additional one (1) year term.
12/19/14 to 12/18/15

Type of award **Public Bid -Contract**

If "Other Exception", enter type

Additional Information

- Original contract amount = $134,980.00 reso # 13-841, approved 12/18/13.
- The renewal contract price was 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 CPI for the twelve (12) month was 1.2% which equates to $1,619.76 as the CPI increase to the contract. ($134,980.00+$1,619.76) = $136,599.76.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 11/20/14

Signature of Purchasing Director **Date**

nsburg, NJ 07734
Dennis Lucas
732-495-7600 Fax: 732-495-7688

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF PARK MAINTENANCE
Date October 31, 2013

NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND ORIGINAL CUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES H THE PROJECT TITLE AND TWO COPIES.

osal of _____ (hereinafter called "Bidder" organized and existing the laws of the State of New Jersey doing business as StarliteElectric,LLC*

lemen:

Bidder, in compliance with your invitation for bids for the:

cifications Maintenance Contract for Sports Lighting And Scoreboards At Numerous Ballfields

ng examined the plans specifications with related documents, and being familiar with all of the ditions involving the proposed contract including the availability of materials, and labor, hereby poses to furnish all materials, and suppliers in accordance with the Contract Documents for the prices d below. These prices are to cover all expenses incurred in performing work required under the tract Document; of which this proposal is part.

der hereby agrees to commence work under this contract on or before a date to specified in written ice to proceed from the City and fully complete the project within 365 consecutive calender days eafter as stipulated in the specifications.

contract shall terminate 365 consecutive days thereafter. (Note: The City reserves the right to ew the contract for two (2) additional one (1) year terms.) If the City exercises the option to ew the contract, the contract prices will be increased based upon the price of the original tract as cumulatively adjusted pursuant to any previous adjustment and extension and shall not eed the change in the index rate for the 12 months preceding the most recent quarterly ulation available at the time the contract is renewed. Index Rate means the rate of annual centage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and al Government Purchases of Goods and Services, computed and published quarterly by the ited State Department of Commerce, Bureau of Economic Analysis.

der acknowledges receipt of the following addendum: N/A

dendum No. _____ Dated: _____

dendum No. _____ Dated: _____

dendum No. _____ Dated: _____

nsert "a corporation", "a partnership", or "an individual" as applicable.

BID PROPOSAL

ST OF PRICES:

em No. 1 - Seasonal Start-Up Service

he Bidder agrees to provide all labor, incidental material, equipment and services required to perform e seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for ch facility):

ite		Address	Bid Price for Seasonal Start-Up
A.	Pershing Field	Central & Manhattan Ave.	$ 3,785
B.	Mary Benson Ballfield	Merceles St. & Newark Ave.	$ 250 (Lights Only)
C.	Country Village Little League	Sycamore Rd. & Colonia Dr.	$ 1,650
D.	Caven Point Recreational Fac.	Caven Point Rd. & Chapel Ave	$ 5,720
E.	Roberto Clemente	6th St. & Manila Avenue	$ 150
F.	Montgomery Gateway Recreational Complex	Merceles & Grand Streets	$ 1,895 (Lights Only)
G.	Enos Jones Field	8th St. & Brunswick Ave.	$ 3,200
H.	Westside Little League	Westside & Pavonia Avenues	$ 1,620
I.	Bayside Park Fields		$ 750
J.	Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	$ 4,750
K.	Metro Field	Westside Avenue	$ 2,975
L.	Initial sets of material (three (3) sets of lamps and ballasts). Total cost including mark up.		$ 1,985

TOTAL BID PRICE ITEM #1 Twenty Eight thousand seven hundred thirty dollars (In Writing) $ 28,730 (In Figures)

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned and rented), etc., including bucket trucks and other lifting equipment.

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful Bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written approval by the City's Purchasing Agent.

250 Hours _____ Times $ 260 /Hour = $ 65,000
Total Cost

175 Hours _____ Times $ 150 /Hour = $ 26,250
Unit Cost Helper Total Cost

TOTAL BID PRICE ITEM #2 Ninety One Thousand Two Hundred Fifty dollars (In Writing) $ 91,250 (In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING BUCKET TRUCKS AND OTHER LIFTING EQUIPMENT NECESSARY TO PERFORM THE WORK.

Item No. 3 - Parts Allowance

Included in the total bid amount will be the sum of Fifteen Thousand ($15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Fifteen Thousand Dollars (In Writing) $ 15,000.00 (In Figures)

BID PROPOSAL
(Continued)

RAND TOTAL PRICE ITEMS 1 THROUGH 3

he price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to omplete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it hall not exceed the estimated quantity without prior issuance of a change order.

NCLUSIVE

One hundred Thirty Four Thousand Nine Hundred Eighty dollars $ 134,980.00

(In Writing) (In Figures)

he contract will be awarded on the grand total amount for item nos. 1 through 3 above. However, is understood hat the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, he actual Contract Price, which cannot be determined until completion of the Project, may be for a sum either reater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one (1) 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 will be the increased based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment and 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 increases, 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.

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

City Clerk File No. Res. 13.841

Agenda No. 10.Z.10

Approved: DEC 18 2013

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

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 a **Maintenance Contract for Sports Lighting and Scoreboards at Numerous Ballfields** for the Department of Public Works/Park Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids,** , the lowest responsible bid being that from **Starlite Electric, LLC, 260 Main Street, Keansburg, New Jersey 07734** in the total bid amount of **One Hundred Thirty Four Thousand, Nine Hundred Eighty ($134,980.00) Dollars;** and

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

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the option to renew the contract for two (2) additional one (1) year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of **One Hundred Thirty Four Thousand, Nine Hundred Eighty ($134,980.00) Dollars** will be budgeted for the 2013, 2014, 2015 and 2016 Budget Years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of **Thirty Thousand ($30,000.00) Dollars** will be available in the 2013 permanent budget; and

WHEREAS, the funds for this purchase are available in **Operating Account #01-201-28-375-312;** and

Dept. of Public Works/Division of Park Maintenance

Acct. No.	P.O. No.		Amount
01-201-28-375-312	111984	Temp Encumb.	$30,000.00
		Total Contract	$134,980.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

WHEREAS, the remaining contract funds will be made available in the 2013, 2014, 2015 and 2016 temporary and permanent budgets; and

(Continued on page 2)

Continuation of Resolution _____

City Clerk File No. Res. 13.841

Agenda No. 10.Z.10 DEC 18 2013

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2013, 2014, 2015 and 2016 temporary and permanent budgets, this award will be null and void.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Starlite Electric LLC** be accepted and that a contract be awarded to said companies in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 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, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution **in Account No. 01-201-28-375-312.**

Dept. of Public Works/Division of Park Maintenance

Acct. No.	P.O. No.		Amount
01-201-28-375-312	111984	Temp Encumb.	$30,000.00
		Total Contract	$134,980.00

APPROVED _____

Peter Folgado, Director of Purchasing

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2004 To: 2014 GO

☐ include graphs ☑ include annual averages

More Formatting Options

Data extracted on: November 19, 2014 (3:57:31 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SA0
Not Seasonally Adjusted
Area: Northeast urban
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464	248.584	248.851	249.411	249.858	250.231	249.320	249.503	249.567	249.038	248.427	249.648
2014	251.045	251.233	252.413	252.506	253.598	253.555	253.833	253.185	253.154					252.392	

12-Month Percent Change

Series Id: CUUR0100SA0
Not Seasonally Adjusted
Area: Northeast urban
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1	1.2	1.5	1.8	1.5	1.1	0.7	1.0	1.3	1.4	1.5	1.2
2014	1.5	1.0	1.5	1.6	2.0	1.9	1.8	1.3	1.2					1.6	

TOOLS
Areas at a Glance
Industries at a Glance

CALCULATORS
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RESOURCES
Inspector General (OIG)
Budget and Performance

★STARLITE ELECTRIC, LLC
260 Main Street, Suite #1, Keansburg, NJ 07734
Phone: 732/495-7600 *** Fax: 732/495-7688
NJ LIC #10606

November 18, 2014

Jersey City Department of Parks and Forestry
Department of Public Works
13-15 Linden Avenue East, 2nd Fl
Jersey City, NJ 07305-4729
Attn: Cleveland Snow

Re: Sports Lighting and Scoreboard Maintenance
Contract Final Renewal Confirmation

Dear Mr. Snow:

Please accept this correspondence as confirmation that Starlite Electric shall accept the above referenced contract renewal for the 2015 contract year, as per the terms spelled out in your November 6, 2014 correspondence.

Thank You,

Ana Lucas

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 Starlite Electric, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 2015 (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 Starlite Electric, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Starlite Electric, LLC
260 Main Street, Ste. #1
Keansburg, NJ 07734
P: 732/495-7688
F: 732/495-7688

Signed _____ Title: Starlite Electric, LLC Ana Lucas President

Print Name _____ Date: 11-18-14

Subscribed and sworn before me
this 18 day of November 2014.
My Commission expires:

(Affiant)

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

BRIANNE OSTERMILLER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/3/2018

**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

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Starlite Electric, LLC		
Address:	260 Main Street, Ste. #1		
City:	Keansburg, NJ 07734	State:	Zip:

P: 732/495-7600
F: 732/495-7685

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Starlite Electric, LLC

Signature | Printed Name: Ana Lucas | Title: President

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
N/A			

☐ Check here if the information is continued on subsequent page(s)

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

Starlite Electric, LLC
260 Main Street, Ste. #1
Keansburg, NJ 07734
P-732/495-7600
F-732/495-7688

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Ana Lucas	29 Nate Lane
	Howell NJ 07731

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: Starlite Electric, LLC

Signed: [signature] Title: Ana Lucas

Print Name: Date: 11-18-14 President

Subscribed and sworn before me this 18 day of November, 2014.

(Affiant)

My Commission expires: BRIANNE OSTERMILLER NOTARY PUBLIC OF NEW JERSEY My Commission Expires 12/3/2018

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

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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Starlite Electric, LLC

Representative's Name/Title Print: Ana Lucas
Representative's Signature: President
Name of Company:
Tel. No.: Date: 11-18-14

Starlite Electric, LLC
260 Main Street, Ste. #1
Keansburg, NJ 07734
P: 732/495-7600
F: 732/495-7688

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: Starlite Electric, LLC

Address: 260 Main Street, Ste. #1
Keansburg, NJ 07734

Telephone No.: P: 732/495-7600
F: 732/495-7688

Contact Name: Starlite Electric, LLC
Ana Lucas
President

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

X Neither

We are SBE

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Certificate Number
650310

Registration Date 04/02/2014
Expiration Date 04/01/2016

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:

Starlite Electric LLC

Responsible Representative(s):
Ana Lucas, President
Dennis Lucas, Vice President

Responsible Representative(s):

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

STARL-2 OP ID: JV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Improved Insurance Coverage
P.O. Box 393
Morris Plains, NJ 07950
Improved Insurance Coverage

Phone: 973-267-6494
Fax:

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Excelsior Insurance Co	116
INSURER B: Netherlands Insurance Co.	232
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Starlite Electric, LLC
260 Main Street
Keansburg, NJ 07734

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X GEN'L AGG. PER PR. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CBP8787437-15	09/01/2014	09/01/2015	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA8122612-15	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ ZERO			CU8847860-15	09/01/2014	09/01/2015	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB184708-15	09/01/2014	09/01/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Improved Insurance Coverage

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Certification: 40116

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-JUN-2014 to 15-JUN-2021

STARLITE ELECTRIC, LLC
260 MAIN STREET
KEANSBURG NJ 07734

Andrew P. Sidamon-Eristoff
State Treasurer

Dennis J. Lucas

From: CClass@treas.state.nj.us
Sent: Thursday, January 17, 2013 9:31 AM
To: dennis@starlitelectricllc.com
Subject: Notice of Classification

STARLITE ELECTRIC LLC
260 MAIN STREET - SUITE 1
KEANSBURG, NJ 07734

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034

NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
$2,500,000	Cat7 - ELECTRICAL license #: 34EB01060600	01/16/2013	01/15/2015

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 226
TRENTON, NJ 08625-0034
PHONE: 609-292-2146 FAX: 609-984-6879

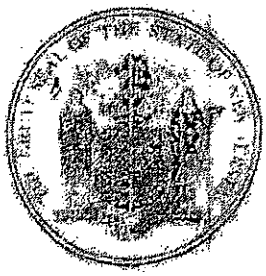
ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED
under the
Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The STARLITE ELECTRIC LLC as a Category 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

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 status, 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 certified 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: 1/31/2013
Certification Number: A0022-73

Expiration: 1/31/2016

State of New Jersey
SCHOOLS DEVELOPMENT AUTHORITY

1 WEST STATE STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

January 25, 2013

Dennis Lucas, Owner
Starlite Electric, LLC
260 Main Street, Suite #1
Keansburg, NJ 07734

Re: Contractor Prequalification Notice
Federal Tax ID: 34-1998379

Dear Mr. Lucas:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Starlite Electric, LLC** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

Trade(s)	*Prequalification Rating*
ELECTRICAL	$2.5 MILLION

Your firm is prequalified by the NJSDA until January 15, 2015. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

[illegible] L. Sabinsonde
Director,
Risk Management and Vendor Services

cc: Prequalification File
M. Tyner

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED,

DENNIS J. LUCAS
260 Main Street, Suite 1
Keansburg NJ 07734

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

01/26/2012 TO 03/31/2015
VALID

34EI01060600
LICENSE/REGISTRATION/CERTIFICATION #

DIRECTOR

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

Starlite Electric LLC
DENNIS J LUCAS
260 Main Street
Suite 1
Keansburg NJ 07734

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

01/26/2012 TO 03/31/2015
VALID

34EB01060600
LICENSE/REGISTRATION/CERTIFICATION #

DIRECTOR

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The private ownership 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 occurs

Director, Division of Taxation

STARLITE ELECTRIC LLC
29 NATE LANE
HOWELL NJ 07731

Tax Registration No

Tax Effective Date 11-05-04

Document Locator No 100001B2272

Date Issued 06-16-04

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

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
STARLITE ELECTRIC LLC

TRADE NAME:

ADDRESS:
29 NATE LANE
HOWELL NJ 07731

SEQUENCE NUMBER:
1069595

EFFECTIVE DATE:
05/26/04

ISSUANCE DATE:
07/13/05

FORM-BRC(08-01)

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

City Clerk File No. Res. 14.809

Agenda No. 10.Z.4

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STATEWIDE STRIPING CORP., FOR THE JERSEY CITY SCHOOL CROSSING SAFETY IMPROVEMENTS - 2013 PHASE 4, JERSEY CITY PROJECT NO 11-025 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **The Jersey City School Crossing Safety Improvements - 2103, Phase 4, Jersey City Project No. 13-025** for the Department of Administration/Division of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids,** the lowest responsible bid being that from **Statewide Striping Corp., 499 Pomeroy Road, Parsippany, NJ 07054,** in the total bid amount of **Three Hundred Seventy Thousand, Four Hundred Fifty Five ($370,455.90) Dollars and Ninety 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 **Three Hundred Seventy Thousand, Four Hundred Fifty Five ($370,455.90) Dollars and Ninety Cents** are available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in **Federal Aid Grant Acct #02-213-40-330-314 and Capital Acct #04-215-55-903-991**; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-330-314	115506	Grant Acct	$300,000.00
04-215-55-903-991	115507	Capital Acct	$70,455.90
		Bid Total	$370,455.90
04-215-55-903-991	115508	Contingency	$37,046.00
		Total Encumbrance	$407,501.90

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 2014 permanent budget, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Statewide Striping Corp.,** 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. 14.809

Agenda No. 10.Z.4 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STATEWIDE STRIPING CORP., FOR THE JERSEY CITY SCHOOL CROSSING SAFETY IMPROVEMENTS - 2013 PHASE 4, JERSEY CITY PROJECT NO 11-025 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

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

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

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

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-330-314	115506	Grant Acct	$300,000.00
04-215-55-903-991	115509	Capital Acct	$70,455.90
		Bid Total	$370,455.90
04-215-55-903-991	115508	Contingency	$37,046.00
		Total Encumbrance	$407,501.90

Approved by _____
Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STATEWIDE STRIPING CORP. FOR THE JERSEY CITY SCHOOL CROSSING SAFETY IMPROVEMENTS-2013, PHASE 4, JC PROJECT NO. 11-025, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transportation
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This project involves the installation of high visibility textured decorative crosswalks, outlined with thermoplastic stripes at twenty-one (21) street intersections and mid blocks in proximity to twelve (12) Jersey City Public Elementary Schools. Also include a small amount of concrete curb ramps with detectable warning surface where required to comply with ADA requirements. The proposed schools under this contract are: P.S. #5, #12, #17, #19, #23, #23 Annex, #24, #25, #33, #38, #39 and #89.

Cost (Identify all sources and amounts)

Federal Grant	R#0167817 Base	$300,000.00
Engineering Capital	R#0167818 Base	$70,455.90
Engineering Capital	R#0168284 Cont.	$37,046.90
	Encumbered	**$ 437,501.90**

Contract term (include all proposed renewals)

After Notice to Proceed, to be completed within 120 consecutive calendar days.

Type of award PUBLIC BID

If "Other Exception", enter type

Additional Information

Federal funded project must be awarded by January 10, 2015.

Two (2) bids were received on Tuesday, November 25, 2014.

Statewide Striping Corp., Parsippany NJ	**Base Bid: $370,455.90**
Zuccaro Inc., Saddle Brook, NJ	Base Bid: $474,250.50

I certify that all the facts presented herein are accurate.

12/4/14

Robert Kakoleski, Department Director **Date**

Signature of Purchasing Agent **Date**
Peter Folgado, QPA

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : December 2, 2014

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

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation

SUBJECT : J.C. School Crossing Safety Improvements-2013, Phase 4
Project No. 2011-025

The Jersey City School Crossing Safety Improvement project

Statewide Striping Corp.	$370,455.90
Zuccaro Inc.	$474,250.50

The lowest proposal was from Statewide Striping Corp., in the amount of $370,0455.90.

Attached for your consideration is the Resolution authorizing the award of a contract to Statewide Striping Corp. The work consists of the following:

* Installation of high visibility textured decorative crosswalks, outlined with thermoplastic stripes at twenty one (21) street intersections and mid blocks in proximity to twelve (12) Jersey City Public Elementary Schools.

* Small amount of concrete curb ramps with detectable warning surfaces where required to comply with ADA requirements.

* Proposed Schools under this contract are: P.S. #5, #12, #17, #19, #23, #23 Annex, #24, #25, #33, #38, #39 and #89.

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

ew

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE	:	December 2, 2014
TO	:	Robert Kakoleski, Business Administrator
FROM	:	Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation
SUBJECT	:	J.C. School Crossing Safety Improvements-2013, Phase 4 Project No. 2011-025

We have reviewed the bids received on Tuesday November 25, 2014 and recommend award to the low bidder Statewide Striping Corp., of Parsippany NJ.

The Division of Architecture formally requests that we make a recommendation to award this important project for the J.C. School Crossing Safety Improvemens.

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

ew
Attachments

c: Peter Folgado, Purchasing Director
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5147 | F: 201 547 4833

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : December 3, 2014

TO : Peter Folgado, Purchasing Director

FROM : Robert Kakoleski, Business Administrator

SUBJECT : J.C. School Crossing Safety Improvements-2013, Phase 4
Federal Project No. HSP-C00S (656)
Project No. 11-025
Re: Award Recommendation

Please be advised, after careful and through review of the bids with Raymond Reddington of the Law Department, I recommend that the contract be awarded to:

Statewide Striping Corp.
499 Pomeroy Road
Parsippany, NJ 07054

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **December 17, 2014 Council Meeting**

Req.	0167817	02-213-40-304-314	$ 300,000.00	Federal Aid Grant
Req.	0167818	04-215-55-903-991	$ 70,455.90	Engineering Capital
Req.	0168284	04-215-55-903-991	$ 37,046.00	(10% Contingency)
			$ 407,501.90	

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

ew
Attachments

c: Brian F. Weller, Director, Division of AET&T
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division

CITY OF JERSEY CITY

Department of Administration

Division of Architecture, Engineering, Traffic & Transportation

MEMORANDUM

DATE: December 1, 2014

FROM: Stanley Huang, Angel Alvarado

TO: Brian Weller, Division Director

SUBJECT: Award Recommendation

PROJECT: J.C. School Crossing Safety Improvements-2013, Phase 4
Federal Project No. HSP-C00S(656), J.C. Project No. 11-025

This Division has reviewed the two (2) bids received on Tuesday, November 25, 2014 for the above mentioned project and find the lowest qualified base bid submitted by Statewide Striping Corp., Parsippany, N.J., to be acceptable to this division. The bid amount from Statewide was revised to be $370,455.90. Attached, please find a copy of the Summary of Bids Table.

Please advise the Division of Purchasing to prepare a Resolution to award a contract to Statewide Striping Corp., on the December 17, 2014 council meeting for the total construction base bid amount of $370,455.90 plus a 10% contingency of $37,046.00 for a total encumbrance of $407,501.90.

This project is to be funded as shown below and as per the attached revised hard copies purchase requisitions previously transmitted electronically. Please have Purchasing assign and type the appropriate purchase order numbers on the Resolution.

Funding Source	Account No.	Amount	Req. No.
Federal Aid Grant	02-213-40-330-314	$300,000.00 (Base Bid)	0167817
Engineering Capital	04-215-55-903-991	$70,455.90 (Base Bid)	0167818
		Total Base Bid = **$370,455.90**	
Engineering Capital	04-215-55-903-991	$37,046.00 (10% Cont.)	0168284
		Total Encumbrance = **$407,501.90**	

Should you have any questions or need additional information, please call our office at x4412.

Stanley Huang
City Engineer

Angel Alvarado
Project Manager

Cc: Robert Kakoleski, B.A.
Peter Folgado, Purchasing Director
Dawn Odom, Supervising Administrative Analyst

575 Route 440, Jersey City, New Jersey 07305 ♦ 201-547-4411 phone ♦ 547-4729 fax

J.C. SCHOOL CROSSING SAFETY IMPROVEMENTS-2013, PHASE 4 - FEDERAL PROJECT NO. HSP-C00S(656), J.C. N0. 11-025

Bid Received : November 25, 2014			ENGINEER'S ESTIMATE		Statewide Striping Corp. Parsippany, NJ		Zuccaro Inc. Saddle Brook NJ		Avg. Bid of Bidders.	
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CONSTRUCTION SIGNS	150.00 UNIT	$25.00	$3,750.00	$15.00	$2,250.00	$75.00	$11,250.00	$45.00	$6,750.00
2	BREAKAWAY BARRICADES	10.00 UNIT	$50.00	$500.00	$20.00	$200.00	$50.00	$500.00	$35.00	$350.00
3	DRUM	10.00 UNIT	$25.00	$250.00	$20.00	$200.00	$50.00	$500.00	$35.00	$350.00
4	TRAFFIC CONE	50.00 UNIT	$15.00	$750.00	$10.00	$500.00	$50.00	$2,500.00	$30.00	$1,500.00
5	6" X 20" CONCRETE VERTICAL CURB	80.00 LF	$50.00	$4,000.00	$80.00	$6,400.00	$45.00	$3,600.00	$62.50	$5,000.00
6	CONCRETE SIDEWALK, 4" THICK	80.00 SY	$90.00	$7,200.00	$120.00	$9,600.00	$105.00	$8,400.00	$112.50	$9,000.00
7	DETECTABLE WARNING SURFACE	2.66 SY	$300.00	$798.00	$315.00	$837.90	$350.00	$931.00	$332.50	$884.45
8	POLYMER CEMENT SLURRY SURFACE, DECORATIVE CROSSWALK	14832.00 SF	$17.00	$252,144.00	$19.00	$281,808.00	$24.00	$355,968.00	$21.50	$318,888.00
9	TRAFFIC STRIPES, THERMOPLASTIC, 4" WIDE	7318.00 LF	$1.00	$7,318.00	$2.00	$14,636.00	$2.75	$20,124.50	$2.37	$17,343.66
10	REMOVAL OF TRAFFIC STRIPES, 4" WIDE	19055.00 LF	$1.00	$19,055.00	$0.80	$15,244.00	$1.40	$26,677.00	$1.10	$20,960.50
11	CAST IRON CURB PIECE, 6" HIGH	2.00 UNIT	$350.00	$700.00	$430.00	$860.00	$500.00	$1,000.00	$465.00	$930.00
12	CAST IRON CURB PIECE, 4" HIGH	2.00 UNIT	$350.00	$700.00	$430.00	$860.00	$500.00	$1,000.00	$465.00	$930.00
13	BICYCLE SAFE GRATE, 21 3/4" X 47 3/4"	2.00 UNIT	$350.00	$700.00	$430.00	$860.00	$500.00	$1,000.00	$465.00	$930.00
14	SAWCUTTING, 10" OR LESS	200.00 LF	$4.00	$800.00	$2.00	$400.00	$25.00	$5,000.00	$13.50	$2,700.00
15	TRAFFIC DIRECTORS, J.C. POLICE, (INCLUDING VEHICLE & FUEL)	1.00 UNIT	$35,800.00	$35,800.00	$35,800.00	$35,800.00	$35,800.00	$35,800.00	$35,800.00	$35,800.00
		TOTAL BASE BID AMOUNT		$334,455.00	REVISED	$370,455.90		$474,250.50		$422,318.61

Bidded:$370,563.00

Jersey City
Hudson County
Department of Administration
Division of Architecture, Engineering, Traffic & Transportation

Prepared by: Angel Alvarado
12/1/2014

I hereby certify that this is a true copy of the bids received.

City Engineer 12/1/14

10/04/2012

SCHEDULE OF PRICES

ITEM NO. 1 **CONSTRUCTION SIGNS** $ 2,250.00

150 SF @ $ 15.00 per Square foot

Fifteen dollars + zero cents
(Write Unit Price)

ITEM NO. 2 **BREAKAWAY BARRICADES** $ 200.00

10 Units @ $ 20.00 per Unit

Twenty dollars + zero cents
(Write Unit Price)

ITEM NO. 3 **DRUM** $ 200.00

10 Units @ $ 20.00 per Unit

Twenty dollars + zero cents
(Write Unit Price)

ITEM NO. 4 **TRAFFIC CONE** $ 500.00

50 Units @ $ 10.00 per Unit

Ten dollars + zero cents
(Write Unit Price)

ITEM NO. 5 **9"x 20" CONCRETE VERTICAL CURB** $ 6,400.00

80 LF @ $ 80.00 per Linear Foot

Eighty dollars + zero cents
(Write Unit Price)

ITEM NO. 6 **CONCRETE SIDEWALK, 4" THICK** $ 9,600.00

80 SY @ $ 120.00 per Square Yard

One hundred twenty dollars + zero cents
(Write Unit Price)

ITEM NO. 7 **DETECTABLE WARNING SURFACE** $ 945.00

2.66 SY @ $ 315.00 per Square Yard

Three hundred fifteen dollars + zero cents
(Write Unit Price)

ITEM NO. 8 **POLYMER CEMENT SLURRY SURFACE, DECORATIVE CROSWALK** $ 281,808.00 T.V.

14,832 SF @ $ 19.00 per Square Foot

Nineteen dollars + zero cents
(Write Unit Price)

ITEM NO. 9 **TRAFFIC STRIPES, THERMOPLASTIC, 4" WIDE** $ 14,636.00

7,318 LF @ $ 2.00 per Linear Foot

Two dollars + zero cents
(Write Unit Price)

ITEM NO. 10 **REMOVAL OF TRAFFIC STRIPES 4" WIDE** $ 15,244.00

19,055 LF @ $ 0.80 per Linear Foot

Eighty cents
(Write Unit Price)

ITEM NO. 11 **CAST IRON CURB PIECE, 6" HIGH** $ 860.00

2 Units @ $ 430.00 per Unit

Fourhundred thirty dollars + zero cents
(Write Unit Price)

ITEM NO. 12 **CAST IRON CURB PIECE, 4" HIGH** $ 860.00

2 Units @ $ 430.00 per Unit

Four hundred thirty dollar + zero cents
(Write Unit Price)

ITEM NO. 13 **BICYCLE SAFE GRATE, 21 ¾" X 47 ¾"** $ 860.00

2 Units @ $ 430.00 per Unit

Four hundred thirty dollars + zero cents
(Write Unit Price)

ITEM NO. 14 SAWCUTTING, 10" OR LESS $ 400.00

200 LF @ $ 2.00 per Linear Foot

Two dollars + zero cents
(Write Unit Price)

CONSTRUCTION BASE BID PRICE

$ 334,763.00
(In figures)
$ Three hundred thirty-four thousand seven hundred sixty three dollars
(Price in Words, Dollars and Cents) + zero cents

ITEM NO. 15 TRAFFIC DIRECTORS, J.C. POLICE (INCLUDING VEHICLE AND FUEL) $ 35,800.00

$35,800.00 LUMP SUMP
(Thirty Five Thousand Eight Hundred Dollars and Cero Cents)

TOTAL CONSTRUCTION BASE BID PRICE (INCLUDING ITEM 15)

$ 370,563.00
(In figures)

$ Three hundred seventy thousand five hundred sixty three dollars
(Price in Words, Dollars and Cents) + zero cents

Certificate Number
608420

Registration Date: 08/03/2014
Expiration Date: 08/02/2016

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:

Statewide Striping Corporation

2014

Responsible Representative(s):
Kenneth E. Kida, President
W. Robert Wilson, Vice-President

Responsible Representative(s):

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.

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0103941 FOR STATEWIDE STRIPING CORPORATION IS VALID.

VERIFIED
PC

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:
STATEWIDE STRIPING CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#
0103941

ADDRESS
499 POMEROY RD
PARSIPPANY NJ 07054-2811

ISSUANCE DATE:
10/15/01

EFFECTIVE DATE:
12/12/78

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08-01)

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

Certification 8386

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-2012 to 15-MAY-2019

STATEWIDE STRIPING CORP
499 POMEROY ROAD
PARSIPPANY NJ 07054

Andrew P. Sidamon-Eristoff
State Treasurer

PROJECT: Jersey City Crossing #11-025

MUNICIPALITY: Jersey City

COUNTY: Hudson

BIDDER: Statewide Striping Corp.

THE BIDDER HEREBY CERTIFIES TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY,

I. AFFIRMATIVE ACTION

THAT AN AFFIRMATIVE ACTION PROGRAM OF EQUAL OPPORTUNITY, IN SUPPORT OF PL 1945, C 169, THE NEW JERSEY "LAW AGAINST DISCRIMINATION" AS SUPPLEMENTED AND AMENDED, AS WELL AS IN ACCORDANCE WITH EXECUTIVE ORDER NO. 11246 PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, SEPTEMBER 24, 1965 AND EXECUTIVE ORDER NO. 11625, PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, OCTOBER 13, 1971, HAS BEEN ADOPTED BY THIS ORGANIZATION TO ENSURE THAT APPLICANTS ARE EMPLOYED, EMPLOYEES ARE TREATED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE, AND THAT THE SELECTION AND UTILIZATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS SHALL BE DONE WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE. SAID AFFIRMATIVE ACTION PROGRAM ADDRESSEES BOTH THE INTERNAL RECRUITMENT, EMPLOYMENT AND UTILIZATION OF MINORITIES AND THE EXTERNAL RECRUITMENT POLICY REGARDING MINORITY CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

II. THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

THAT IF THE BIDDER HAS PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE, AS REQUIRED BY EXECUTIVE ORDER 10925, 11114, OR 11246, ALL REPORTS DUE UNDER THE APPLICABLE FILING REQUIREMENTS HAVE BEEN FILED WITH THE JOINT REPORTING COMMITTEE, THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE, A FEDERAL GOVERNMENT CONTRACTING OR ADMINISTRATING AGENCY, OR THE FORMER PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY.

NOTE: THIS SECTION (II) IS REQUIRED BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7 (B) (1)) FOR FEDERALLY FUNDED PROJECTS, AND MUST BE CERTIFIED TO BY BIDDERS ONLY IN CONNECTION WITH CONTRACTS AND SUBCONTRACTS WHICH ARE SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE. CONTRACTS AND SUBCONTRACTS WHICH ARE EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE ARE SET FORTH IN 41 CFR 60-1.5. (GENERALLY ONLY CONTRACTS AND SUBCONTRACTS OF $10,000 OR UNDER ARE EXEMPT).

CURRENTLY, STANDARD FORM 100 (EEO-1) IS FOR FHWA AND FRA FUNDED PROJECTS AND STANDARD FORMS 100 (EEO-1) AND 257 ARE FOR UMTA FUNDED PROJECTS AS REQUIRED BY EXECUTIVE ORDERS OR THEIR IMPLEMENTING REGULATIONS.

CONTRACTORS WHO HAVE PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EXECUTIVE ORDERS AND HAVE NOT FILED THE REQUIRED REPORTS SHOULD NOTE THAT 41 CFR 60-1.7(B) (1) PREVENTS THE AWARD OF CONTRACTS UNLESS SUCH CONTRACTOR SUBMITS A REPORT COVERING THE DELINQUENT PERIOD OR SUCH OTHER PERIOD SPECIFIED BY THE PARTICIPATING FEDERAL AGENCY OR BY THE DIRECTOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE, U.S. DEPARTMENT OF LABOR.

PROJECT: Jersey City Crossing #11-025

MUNICIPALITY: Jersey City

COUNTY: Hudson

BIDDER: Statewide Striping Corp

III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT BY OTHERS

THAT THIS PROPOSAL HAS BEEN EXECUTED WITH FULL AUTHORITY SO TO DO; THAT SAID BIDDER HAS NOT, DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE, COMPETITIVE BIDDING IN CONNECTION WITH THE ABOVE NAMED PROJECT; AND THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE STATE OF NEW JERSEY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID PROJECT.

THE BIDDER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE SUCH CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENCIES MAINTAINED BY THE BIDDER. (N.J.S.A. 52:34-15)

IV. CERTIFICATION FOR FEDERAL AID CONTRACTS

THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AND OFFICER OR EMPLOYEE OF ANY FEDERAL AGENCY, A MEMBER OF CONGRESS, AND OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN., THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN,. OR COOPERATIVE AGREEMENT.

THAT IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY FEDERAL AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH SUCH FAILURE.

THE PROSPECTIVE PARTICIPANT ALSO AGREES BY SUBMITTING HIS OR HER BID OR PROPOSAL THAT HE OR SHE SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN ALL LOWER TIER SUBCONTRACTS, WHICH EXCEED $100,000 AND THAT ALL SUCH SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

V. THIS SECTION IS RESERVED

PROJECT: Jersey City Crossing #011-25

MUNICIPALITY: Jersey City

COUNTY: Hudson

BIDDER: Statewide Striping Corp

VI. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)
(REQUIRED FOR FHWA LOCAL LEAD PROJECTS)

THAT HE SHALL MEET THE REQUIREMENTS OF THE DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION ATTACHMENT IN ORDER TO ENSURE THAT DISADVANTAGED BUSINESS ENTERPRISES, AS DEFINED IN THAT ATTACHMENT, HAVE THE MAXIMUM OPPORTUNITY TO COMPETE FOR AND PERFORM SUBCONTRACTS.

VII. DEBARMENT
(REQUIRED FOR FHWA PROJECTS)

THAT HE AND HIS PRINCIPALS:

ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL)TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OF RECEIVING STOLEN PROPERTY;

ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN THE ABOVE PARAGRAPH OF THIS CERTIFICATION; AND

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE DEFAULT.

SHALL INSERT FORM FHWA 1273 IN EACH SUBCONTRACT AND SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY TURN BE MADE.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE BIDDER SHALL EXPLAIN BELOW.

N/A

PROJECT: Jersey City Crossing # 11-025

MUNICIPALITY: Jersey City

COUNTY: Hudson

BIDDER: Statewide Striping Corp

BIDDERS' SIGNATURE AND NOTIFICATION

I HAVE FULL AUTHORITY TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BIDDER NAMED ON PAGE ONE OF THIS PROPOSAL. IN EXECUTING THIS PROPOSAL I HEREBY DECLARE THAT THE BIDDER HAS CAREFULLY EXAMINED THE ADVERTISEMENT, STANDARD SPECIFICATIONS, SUPPLEMENTARY SPECIFICATIONS, PLANS, PROPOSAL AND ALL OTHER CONTRACT DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT NAMED ON PAGE ONE OF THE PROPOSAL.

THE BIDDER IS A ~~PARTNERSHIP~~ AN INDIVIDUAL) ~~A CORPORATION)~~ UNDER THE LAWS OF

THE STATE OF New Jersey HAVING PRINCIPAL OFFICES

AT 499 Pomeroy Rd, Parsippany, NJ 07054

Statewide Striping Corporation
499 Pomeroy Road
Parsippany, NJ 07054
973-428-0600 Ph/973-428-1093 fax

(BIDDER) _____

(SIGNATURE) _____

(TITLE) CFO

SUBSCRIBED AND SWORN TO BEFORE ME THIS

24th DAY OF Nov ~~19~~ 2014

Cathy Wojtach
NOTARY PUBLIC OF

MY COMMISSION EXPIRES _____

CATHY WOJTACH
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2351283
My Commission Expires 10/18/2016

AFFIX CORPORATE SEAL HERE

PROJECT: Jersey City Crossing #11-025

MUNICIPALITY: Jersey City

COUNTY: Hudson

DATE: November 24, 2014

Statewide Striping Corp
BIDDER - PRINT NAME

DBE LIAISON OFFICER

TELEPHONE NUMBER

DBE FORM A
SCHEDULE OF DBE PARTICIPATION

BID AMOUNT: N/A

CLASS-IFICA-TION	NAME OF MINORITY CONTRACTOR	ADDRESS	TYPE OF WORK (ELEC-TRICAL, PAVING, ETC) & CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	PROJECTED COMMENCEMENT & COMPLETION DATE FOR WORK	ACTUAL DOLLAR AMOUNT OF SUB-CONTRACT WORK

CLASSIFICATION:
S = SUBCONTRACTOR (100% CREDIT)
M = MANUFACTURER (100% CREDIT)
RD/S = REGULAR DEALER/SUPPLIER (60% CREDIT)
RD/I = REGULAR DEALER/INSTALLER (100% CREDIT)
T/H = TRUCKER/HAULER (100% CREDIT)
EL = EQUIPMENT LESSOR (100% CREDIT)

NOTES: A REGULAR DEALER/SUPPLIER MUST MAINTAIN INVENTORY AND/OR OWN OR OPERATE DISTRIBUTION EQUIPMENT. PRIME CONTRACTOR WILL NOT RECEIVE CREDIT FOR DBE BROKER PARTICIPATION.

REVISED 10/91

PROJECT: Jersey City Crossing #11-025
MUNICIPALITY: Jersey City
COUNTY: Hudson

BIDDER: Statewide Striping Corp.

FORM B - AFFIDAVIT OF DBE STATUS

STATE OF)

) SS.

COUNTY OF).

I, N/A OF THE CITY OF _____

IN THE COUNTY OF _____ AND THE STATE OF _____,

BEING OF FULL AGE AND DULY SWORN TO LAW ON MY OATH DEPOSE AND SAY THAT:

I AM _____ OF THE FIRM OF _____

HAVING AN ADDRESS OF _____

WHICH FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS AFFIDAVIT AND WILL PROVIDE INFORMATION REQUESTED BY THE CONTRACTING AGENCY TO DOCUMENT THE FACT THAT THE SAID FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

_____
(SIGNATURE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20__

_____
NOTARY PUBLIC OF

MY COMMISSION EXPIRES _____ 20__

NO. 11-025

DATE 11/24/14

BID AMOUNT: $370,563.00

SCHEDULE OF EMERGING SMALL BUSINESS ENTERPRISE (ESBE) PARTICIPATION

CLASSIFICATION	NAME OF ESBE CONTRACTOR	ADDRESS	TYPE OF WORK (ELECTRICAL, PAVING, ETC.) & CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	PROJECTED COMMENCEMENT & COMPLETION DATE FOR WORK	ACTUAL DOLLAR AMOUNT OF SUB-CONTRACT WORK
RD/I	Statewide Striping	*Statewide Striping Corporation* *499 Pomeroy Road* *Parsippany, NJ 07054* *973-428-0600 Ph. 973-428-1053 fax*	pavement markings	5/1/15 – 12/31/15	$314,838.00

CLASSIFICATION:

S - SUBCONTRACTOR (100% CREDIT)
M - MANUFACTURER (100% CREDIT)
RD/S - REGULAR DEALER/SUPPLIER (60% CREDIT)
RD/I - REGULAR DEALER/INSTALLER (100% CREDIT)
T/H - TRUCKER/HAULER (100% CREDIT)
EL - EQUIPMENT LESSOR (100% CREDIT)

Statewide Striping Corporation
499 Pomeroy Road
Parsippany, NJ 07054
973-428-0600 Ph. 973-428-1053 fax

BIDDER – PRINT NAME

ESBE LIAISON OFFICER

973-428-0600

TELEPHONE NUMBER

NOTES: A REGULAR DEALER/SUPPLIER MUST MAINTAIN INVENTORY AND/OR OWN OR OPERATE DISTRIBUTION EQUIPMENT. PRIME CONTRACTOR WILL NOT RECEIVE CREDIT FOR DBE BROKER PARTICIPATION.

NJDOT FORM A2

March 2001

FEDERAL ATTACHMENT

PROJECT: Jersey City Crossing #11-025

BIDDER IDENTIFICATION NO._____

FORM B- AFFIDAVIT OF EMERGING SMALL BUSINESS ENTERPRISE (ESBE) STATUS

STATE OF NJ

SS.

COUNTY OF Sussex

I, W. Robert Wilson OF THE United States OF America IN THE COUNTY OF Morris AND THE STATE OF NJ, BEING FULL AGE AND SWORN ACCORDING TO LAW ON MY OATH DEPOSE AND SAY THAT:

I AM CFO OF THE FIRM OF *Statewide Striping Corporation*
HAVING AN ADDRESS OF *499 Pomeroy Road, Parsippany, NJ 07054*
WHICH FIRM IS A DEFINED IN SECTION V, PARAGRAPH B. *973-428-0600 Ph. 973-428-1053 fax*

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS AFFIDAVIT AND WILL PROVIDE INFORMATION REQUESTED BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO DOCUMENT THE FACT THAT THE SAID FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

(SIGNATURE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF Nov 2014

NOTARY PUBLIC OF

MY COMMISSION EXPIRES

Cathy Wojtach

CATHY WOJTACH
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2351283
My Commission Expires 10/18/2016

NJDOT FORM B

FEDERAL ATTACHMENT

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

City Clerk File No. Res.14.810

Agenda No. 10.Z.5

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO DELL MARKETING LP (SOFTWARE) TO PROVIDE MICROSOFT OFFICE 365 SOFTWARE AND SERVICES UNDER NEW JERSEY STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City currently uses outdated versions of Microsoft software products (Office, Server, SQL Server, etc.). By contracting with Dell/Microsoft, under the terms of a MS Enterprise Agreement, the City will be joining the State in utilizing the MS 365 model for upgrades to the most current version of MS software. The City will also have the option to run computer applications such as email and text messaging from the "Cloud" as well as keeping an archive of email and other files in the "Cloud". These services are based on a per user pricing model under New Jersey State Contract. The term of the MS Enterprise Agreement is three years.

WHEREAS, the Local Public Contracts Law, N.J.S.A., 40A:11-12 et seq. authorizes municipalities to use a state contract without public bidding and N.J.A.C. 5:34-7.29(c) requires City Council authorization for contracts exceeding $17,500.00; and

WHEREAS, Dell Marketing LP (Software), 850 Asbury Drive, Buffalo, Illinois 60089 is in possession of State Contract No. A77003, submitted a proposal for **Microsoft Office 365 Software Products and Services**; and

WHEREAS, funds are available for this contract in the **Information Technology Operating Account;**

Account	P.O. #	State Contract	Total Contract
01-201-20-140-304	115451	A77003	$129,280.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A three year contract is awarded to Dell Marketing LP (Software) MS Software Products & Services for the Division of Information Technology.

2. The first year contract term is effective as of January 1, 2015 through December 31, 2015, for a total contract amount of $129,280.00.

3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

4. Upon certification by an official employee of the City authorized to attest that the contractor has complied with the requirements of the contract, 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;

5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res.14.810

Agenda No. 10.Z.5 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO DELL MARKETING LP (SOFTWARE) TO PROVIDE MICROSOFT OFFICE 365 SOFTWARE AND SERVICES UNDER NEW JERSEY STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
01-201-20-140-304	115451	A77003	$129,280.00

Approved by _____ December 5, 2014

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

PF/pv
12/5/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH DELL TO PROVIDE MICROSOFT OFFICE 365 SOFTWARE AND SERVICES UNDER NEW JERSEY STATE CONTRACT.

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Linda Garbo	Assistant IT Director
Phone/email	201-547-6888	garbol@jcnj.org>

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City currently uses outdated versions of Microsoft software products (Office, Server, SQL Server,etc.). By contracting with Dell/Microsoft, under the terms of a Microsoft Enterprise Agreement, the City will be joining the State in utilizing the Microsoft Office 365 model for upgrades to the most current version of Microsoft software. The City will also have the option to run computer applications such as email and text messaging from the "Cloud" as well as keeping an archive of email and other files in the "Cloud". These services are based on a per user pricing model under New Jersey State Contract. The term of the Microsoft Enterprise Agreement is three years.

Cost (Identify all sources and amounts)

city funds

Contract term (include all proposed renewals)

three years

Type of award state contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Linda Garbo — 12-8-14

Signature of Department Director — **Date**

12/8/14

Signature of Purchasing Director — **Date**

Notice of Award and Method of Operation
For
Software License, Maintenance, Support and Related Services Contract

This document has been revised as of 10/10/2014. Please read carefully as there have been some changes.

1.0 Purpose and Intent

The purpose of this contract is to provide State Agencies and Cooperative Purchasing Partners with a mechanism to purchase software products and associated services. To purchase services, the software license for which the services will be applicable must be available from the contractor. Services may include installation, configuration, training, maintenance, and hosted solutions. Consulting and customization services may not be purchased through this contract.

The State of New Jersey participated in the competitive bid process with the Commonwealth of Massachusetts, Maine, New York, Rhode Island and Vermont, to leverage its software buying power and achieve significant cost savings for taxpayers. NJ's intent to participate in the bid process was advertised in the Newark Star Ledger in January 2010 and also posted to the Division of Purchase & Property's Current Bid Opportunities webpage.

New Jersey signed a Participating Addendum with Dell Marketing, En Pointe Technologies and Software House International (SHI). The Participating Addendum is a contractual document stipulating New Jersey - specific terms and conditions.

2.0 Contract Numbers and Term

The State contract numbers are specified below and the Term Contract #M0003:

Dell – Contract # 77003
En Pointe – Contract # 77562
SHI – Contract # 77560

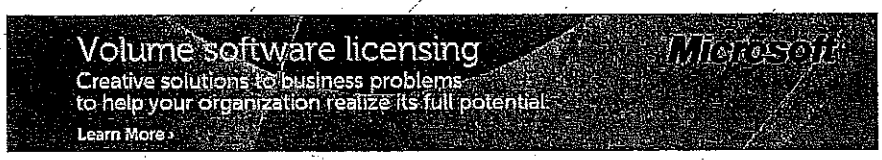
The contract term is July 1, 2010 through June 30, 2015.

3. 0 Method of Operation

All Microsoft products and licenses must be purchased from Dell, which has offered a -3.07% discount.

All Hewlett Packard (HP) and IBM software may be purchased from En Pointe and SHI. Agencies must request quotes from both contractors (En Pointe and SHI) and accept the best price.

All other purchases require the agency to obtain three (3) quotes, one (1) from each software contractor (Dell, En Pointe and SHI). Agencies must accept the lowest priced quote and issue a



Creative Solutions to Business Problems

Microsoft offers a wide range of creative solutions to business problems, helping your organization realize its full potential. Microsoft® business applications include:

- Microsoft Office suites
- Desktop programs
- Servers
- Services and solutions

Microsoft software server products, services and solutions include:

- Windows Server® OS
- Microsoft SQL Server®
- Microsoft Enterprise Services
- Visual Studio®
- System Center products
- Forefront® Security products
- BizTalk® Server

Licensing

Microsoft offers programs for every business need: the Open Program for organizations of all sizes, Enterprise for standardized purchases, Select for mixed purchasing, and Select Plus for large organizations with multiple affiliates.

Microsoft Licensing Chart

View More

Contact a Dell expert
Get help with your software needs.
Contact Now ›

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Microsoft Services Provider License Agreement

Date : 11/14/2011

The Microsoft® Services Provider Licensing Agreement (SPLA) is designed for organizations whose customers access Microsoft server-licensed products or whose software services interact with Microsoft-licensed products, a SPLA enables you to license and use Microsoft products you need for hosting software services and applications flexibly and conveniently.

Business models and services scenarios supported by SPLAs include:

- Application service providers
- ISVs providing hosted applications
- Business process outsourcers
- Outsourcers providing software licensing
- Platform infrastructure providers
- Messaging services providers
- Streaming media providers
- PC rental vendors
- Internet or Web services providers
- Web hosting providers

How can SPLA help your organization deliver customized services and value to your customers?

- Have the flexibility to deliver services through dedicated or shared hosting environments
- Provide your customers with the most current product versions, and access prior versions, too
- Download products when needed through the Microsoft Volume Licensing Service Center (VLSC) — no need to wait for physical media
- Manage the services and Microsoft use rights for your customers
- Scale customers' software licensing according to their needs quickly

The SPLA Licensing Model Advantage

- No start-up costs, forecasting or volume requirements
- Pay as you go monthly, only for the licenses used during the month
- Annual price protection
- Access to a wide range of Microsoft licensed products
- Academic pricing available for qualified organizations

Depend on Dell's Microsoft Licensing Expertise

- Your Dell software representative can assist you with evaluating your SPLA licensing and support options, and guide you through the SPLA program enrollment.
- Dell is Microsoft-authorized to sell SPLA licenses and manage the monthly billing and reporting process. SPLAs are not available direct from Microsoft.

Contact your Dell account executive to discuss how to select, deploy and manage the best software for your needs.

Want to Learn More?

- Download the Dell and Microsoft Licensing for Services Providers PDF.
- Visit the SPLA Webinar site to view a Webcast overview of SPLA.
- Learn how you can grow your SPLA business at the Dell Microsoft Hosting University

For additional information, talk with your Dell representative or email Dell at spla_us@Dell.com

Contact a Dell expert
Get help with your software needs.
Contact Now ›

Prepared For: City of Jersey City
Dell Customer Number:

Prepared by: Scott Hakel
Email: Scott_Hakel@dell.com
Phone: 512-513-1550

Budgetary Quote

EA Year 1

Quantity	Mfg Part #	Description	Annual Unit Price	Annual Unit Total
800	269-05623	OfficeProPlus ALNG LicSAPk MVL	$161.60	$129,280.00
			Annual Price	$129,280.00

EA Year 2

Quantity	Mfg Part #	Description	Annual Unit Price	Annual Unit Total
800	269-05623	OfficeProPlus ALNG LicSAPk MVL	$161.60	$129,280.00
			Annual Price	$129,280.00

EA Year 3

Quantity	Mfg Part #	Description	Annual Unit Price	Annual Unit Total
800	269-05623	OfficeProPlus ALNG LicSAPk MVL	$161.60	$129,280.00
			Annual Price	$129,280.00

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E63249

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	CTM(NJ001)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Product Selection Form	X20-03622 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Jersey City, NJ **Signature*** _____ **Printed First and Last Name*** Robert Kakoleski **Printed Title** Business Administrator **Signature Date***
Tax ID 226002013

** indicates required field*

Microsoft Volume Licensing

Enterprise Enrollment
Amendment ID M132

Enrollment Number | 000-lisalev-S-399

This amendment ("Amendment") is entered into between the parties identified on the signature form for the Enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended as follows:

Customer normally would be required to sign a current version of the Agreement and Enrollment, plus either the Online Services Supplemental Terms and Conditions or current version of the Microsoft Business and Services Agreement. As an accommodation, Microsoft agrees to allow Customer to renew while not meeting these criteria. Notwithstanding anything to the contrary, the Enrollment may not be renewed for an additional term. Prior to the expiration of the Enrollment, Customer will be advised by Microsoft of its renewal options.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event Customer breaches any obligation in this Amendment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect.

This Amendment must be attached to a signature form to be valid.

Enterprise Enrollment
Amendment ID W29

1. **On the first page of the Enrollment, the following is added after the second paragraph:**

   By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

   The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. **Section 5a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:**

   a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

      (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

      (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

      (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

      (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. **Software Assurance renewal.**

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise Agreement		

This amendment must be attached to a signature form to be valid.

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Jersey City, NJ
Contract that this form is attached to: <choose>

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s) and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number and expiration date of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement /Affiliate Registration Description	Enrollment/ Agreement/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
		☐	☐
		☐	☐
		☐	☐
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		☐	☐

Microsoft Volume Licensing

Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number *Microsoft to complete for initial term* *Reseller to complete for renewal*	01E63249

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

☒ **Enterprise Products.** Choose platform option: Components only (not full platform)

Qualified Devices: 800 **Qualified Users:** 800

☐ **Enterprise Online Services**[1]

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products[2]	Quantity
Office Professional Plus	
Office Pro Plus	800
Office Pro Plus for Office 365	
Office 365 Plans[1]	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
Client Access License (CAL). Choose 1 Option:	
☐ Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☐ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
Windows Desktop	
Windows OS Upgrade	
Windows VDA	
Windows Intone	
Windows Intune	
Windows Intune Add-on[3]	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP)[4]	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.

b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products[2]
☐ Office Pro Plus for Office 365
☐ Office 365 (Plan E1)
☐ Office 365 (Plan E2)
☐ Office 365 (Plan E3)
☐ Office 365 (Plan E4)
☐ Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐ Windows Intune
☐ Windows Intune Add-on[3]

This form must be attached to a signature form to be valid.

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	01E63249	Proposal ID/Framework ID	NJ001
Previous Enrollment number *(Reseller to complete)*		Earliest expiring previous Enrollment end date [1]	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

For purposes of this section, the reference to Customer means NJ Department of the Treasury, Division of Purchase and Property ("NJ Division of Purchase and Property"). Customer has authorized limited authority to its Enrolled Affiliates to make changes to this Enterprise Enrollment. For the avoidance of doubt, the Enrolled Affiliate and Microsoft may make changes to the terms and conditions of this Enterprise Enrollment only for the limited purpose of facilitating the administration of this Enterprise Enrollment. The following sections may not be amended by an Enrolled Affiliate and may only be amended by Customer: (1) Section 1, Definitions; (2) Section 4, Pricing; (3) Section 6, Payment Terms; (4) Section 7(c)(ii)(1), Extended Term; (5) Section 7(c)(iv), Customer Data; and (6) on page 8 of 10 "Enrollment Details" Section 2(e), Changing a Reseller.

This Enrollment consists of: (1) these terms and conditions as may be amended, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of the Enterprise Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

Product order. For purposes of this section, the reference to Customer means NJ Division of Purchase and Property. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by separate agreement between Customer and the Reseller. Enrolled Affiliate agrees to comply and make payment in accordance with any such billing and pricing terms. The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License(s) to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. *Purpose.*

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. *Product Use Rights, Qualifying Systems Licenses and Transitions.*

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.

b. **Qualifying systems Licenses.** The operating system Licenses granted under this program are upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

   For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

c. **Transitions.** The following requirements apply to Transitions:

   (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.

   (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period

   (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.

   (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.

   (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

(i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.

(ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.

(iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by the Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:

(i) Any future pricing (if applicable); and

(ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. *Order requirements.*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

b. **Adding Products.**

(i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must order Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).

c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Microsoft partner, as set forth in section 14 of the Enterprise Agreement.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

(i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

(ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).

(iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and the Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(iv) **Late true-up order.** If the true-up order is not received when due:

1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.

2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit to your Reseller for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

(vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise

Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

(iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.

(iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice the Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, they must notify Reseller in accordance with Reseller's notification terms, and Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date. The Enrolled Affiliate may order the Extended Term option only if there is an Enterprise Agreement in place between Microsoft and the State that has not expired or otherwise been terminated or cancelled by either party and such Extended Term may not extend beyond the term of the Enterprise Agreement.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, they must notify Reseller in accordance with Reseller's notification terms, and Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

1) disable its account and then delete its Customer Data ("Data Deletion"); or

2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.

3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.

4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.

5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the Enterprise Agreement.

e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Use this section to identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes . Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)* City of Jersey Ciy,NJ
Contact name* First Linda **Last** Garbo
Contact email address* garbol@jcnj.org
Street address* 1 Journal Square Plaza, 3rd floor, IT Division
City* Jersey City
State/Province* NJ
Postal code* 07306-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 201-547-6888

Tax ID 226002013
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as primary contact
Name of entity*
Contact name* First **Last**
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name:
Microsoft account manager email address:

d. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City*
State/Province*
Postal code*
Country*
Phone*
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

e. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State/Province* TX
Postal code* 78682
Country* USA
Contact name* Government Contracts
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

The undersigned confirms that the information is correct.

Name of Reseller* Dell Inc.
Signature* _____
Printed name* Nathan Schramm **Printed title*** Sr. Buyer Analyst **Date***

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect. Notwithstanding anything to the contrary contained herein, Enrolled Affiliate may only select a replacement Reseller which has a valid and existing contract with the Customer.

f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? No

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0095191 FOR DELL MARKETING LP IS VALID.

Notice of Award
Term Contract(s)

M-0003
SOFTWARE LICENSE & RELATED SER

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

- Standard Terms and Conditions 2007 Adobe PDF (5
kb)
- Software Publisher/Service Provider Agreement Ado
PDF (206 kb)
- Scope of Work Requirements Adobe PDF (9 kb)
- Forms Required to be supplied by Provider Adobe PD
(14 kb)
- NJ Custom Agreements List Adobe PDF (17 kb)
- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (180 kb)
- Amendment #1 - Supplemental Award Adobe PDF (
kb)
- Amendment #2 - Product Addition Adobe PDF (17 k
- Amendment #3 - Change to Method of Operation dat
9/11/13 Adobe PDF (26 kb)
- Amendment #4 - Change in Scope Adobe PDF (28 k

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-0003
Contract #:	VARIOUS
Contract Period:	FROM: 07/01/10 TO: 06/30/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	21493
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

MARIANNE BIXLER	PROCUREMENT SPECIALIST	609-292-2194
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	**08/26/14**

VENDOR INFORMATION

Vendor Name & Address:	DELL MARKETING LP ONE DELL WAY ROUND ROCK, TX 78682
Contact Person:	ERIC BOHN
Contact Phone:	224-543-5332
Order Fax:	866-549-8212
Contract#:	77003
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
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:	EN POINTE TECHNOLOGIES SALES INC

	18701 S FIGUEROA ST GARDENA, CA 90248
Contact Person:	BILL ABRAMS
Contact Phone:	877-609-5173
Order Fax:	000-000-0000
Contract#:	77562
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
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:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
Contact Person:	DENISE VERDICCHIO
Contact Phone:	888-744-4084
Order Fax:	888-896-8860
Contract#:	77560
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	YES
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 77003	**Title:** SOFTWARE LICENSE & RELATED SER
Dealer/Distributor Name & Address:	DELL MARKETING LP ONE DELL WAY ROUND ROCK TX 78682
Contact Person:	UNKNOWN
Contact Phone:	800-766-3355

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: DELL MARKETING LP **Contract Number:** 77003

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT APPLICATION AND COLLABORATION SERVICES	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 208-80-076142 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]	1.000	EACH	NET	N/A

	ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT DEVICES, DRIVERS, CONFIGURATION AND UTILITIES				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00003	COMM CODE: 208-80-076143 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT FRAMEWORKS AND SUPPORT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00004	COMM CODE: 208-80-076144 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OPERATING SYSTEM AND COMPONENTS	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00005	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SECURITY	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00006	COMM CODE: 208-80-076146 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT STORAGE, ARCHIVE, BACKUP AND RETRIEVAL	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00007	COMM CODE: 208-80-076147 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM AND NETWORK MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00008	COMM CODE: 208-80-076149 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND	1.000	EACH	NET	N/A

	MANAGEMENT SYSTEM UTILITIES				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 208-80-076150 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT VIRTUALIZATION AND VIRTUAL ENVIRONMENT SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 208-80-076151 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OTHER: PLATFORM AND MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 208-80-076152 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE DATA	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 208-80-076153 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE EDUCATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 208-80-076154 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE REFERENCE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 208-80-076155 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE OTHER: EDUCATION AND REFERENCE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00015	COMM CODE: 208-80-076157 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS BROWSERS	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00016	COMM CODE: 208-80-076158 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT CONTENT MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00017	COMM CODE: 208-80-076159 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT DOCUMENT PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00018	COMM CODE: 208-80-076160 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS E-MAIL AND COLLABORATION	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00019	COMM CODE: 208-80-076161 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INSTANT MESSAGING AND CONFERENCING	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00020	COMM CODE: 208-80-076190 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET SERVICES	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00021	COMM CODE: 208-80-076162 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]	1.000	EACH	NET	N/A

	ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET UTILITIES AND APPLICATIONS				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00022	COMM CODE: 208-80-076163 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS MULTIMEDIA AND FILE VIEWER	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00023	COMM CODE: 208-80-076164 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT MULTIMEDIA PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00024	COMM CODE: 208-80-076475 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OFFICE SUITES AND PRODUCTIVITY	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00025	COMM CODE: 208-80-076476 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TEAM COLLABORATIVE APPLICATIONS	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00026	COMM CODE: 208-80-076477 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TELEPHONY APPLICATIONS (NO VOIP)	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00027	COMM CODE: 208-80-076478 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND	1.000	EACH	NET	N/A

	COMMUNICATIONS TRANSLATION AND GLOBALIZATION				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00028	COMM CODE: 208-80-076479 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS WEB DESIGN AND DEVELOPMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00029	COMM CODE: 208-80-076480 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OTHER: CONTENT AND COMMUNICATIONS	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00030	COMM CODE: 208-80-076481 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL BUSINESS EQUIPMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00031	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL CUSTOMER SERVICE	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00032	COMM CODE: 208-80-076483 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT RESOURCES	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00033	COMM CODE: 208-80-076484 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT TOOLS	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**

00034	COMM CODE: 208-80-076485 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FACILITIES AND SECURITY	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00035	COMM CODE: 208-80-076486 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FINANCE AND ACCOUNTING	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00036	COMM CODE: 208-80-076487 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL HUMAN RESOURCES AND ADMINISTRATION	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00037	COMM CODE: 208-80-076488 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION ACCESS & DELIVERY (REPORTING)	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00038	COMM CODE: 208-80-076489 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION AND DATA MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00039	COMM CODE: 208-80-076490 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL LEGAL	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00040	COMM CODE: 208-80-076491 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION:	1.000	EACH	NET	N/A

	SOFTWARE - OPERATIONS AND PROFESSIONAL MANAGEMENT				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00041	COMM CODE: 208-80-076492 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL PURCHASING	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00042	COMM CODE: 208-80-076493 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL RECORDS MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00043	COMM CODE: 208-80-076494 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SALES AND MARKETING	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00044	COMM CODE: 208-80-076495 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SERVICES AND MANUFACTURING MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00045	COMM CODE: 208-80-076496 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SUPPLY CHAIN MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00046	COMM CODE: 208-80-076497 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL AND SCIENCE SOFTWARE	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**		**UNIT**		**UNIT PRICE**

		EST QUANTITY		% DISCOUNT	
00047	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL EQUIPMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00048	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL OTHER: OPERATIONS AND PROFESSIONAL	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00049	COMM CODE: 208-80-076500 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE MAINTENANCE, UPGRADE AND/OR UPDATE	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00050	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE INSTALLATION, CONFIGURATION AND/OR IMPLEMENTION	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00051	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - SUPPORT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00052	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE - TRAINING	1.000	EACH	NET	N/A

Vendor: EN POINTE TECHNOLOGIES SALES INC **Contract Number:** 77562

LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION:	1.000	EACH	NET	N/A

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

City Clerk File No. Res.14.811

Agenda No. 10.Z.6

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HUDSON CINEMAS FOR THE RENTAL OF MOVIE THEATERS FOR SENIORS FOR THE DEPARTMENT OF RESIDENT RESPONSE, DIVISION OF SENIOR AFFAIRS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) informal solicitations were attempted for the **Rental of Movie Theaters for Seniors**; and

WHEREAS, the City of Jersey City "City", Resident Response Center, offers free movies to Jersey City's senior citizens; and

WHEREAS, as per N.J.S.A. 40A:11-6.1(a) two (2) quotes were solicited with the lowest, responsive and responsible being that from Hudson Cinemas, 701 Route 44 south, Jersey City, New Jersey 07304 in the total amount of **Eighteen Thousand Dollars ($18,000.00)**; and

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

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

WHEREAS, the Director of the Department of Resident Response 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 the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

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

WHEREAS, the contract shall be effective as of November 1, 2014 through October 31, 2015; and

WHEREAS, funds in the amount of $18,000.00 are available in the **Operating Account**.

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-111-314	115270	$18,000.00	$3,000.00

(Continue on page 2)

City Clerk File No. Res.14.811

Agenda No. 10.Z.6 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HUDSON CINEMAS FOR THE RENTAL OF MOVIE THEATERS FOR SENIORS FOR THE DEPARTMENT OF RESIDENT RESPONSE, DIVISION OF SENIOR AFFAIRS

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

1. A contract in the amount of $18,000.00 for **Rental of Movie Theaters for Seniors** is awarded to **Hudson Cinemas** and the Purchasing Agent 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 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.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year temporary budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $18,000.00 are available in the **Operating Account**.

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-111-314	115270	$18,000.00	$3,000.00

Peter Folgado,
Director of Purchasing, QPA, RPPO

Donna Mauer,
Chief Financial Officer

PF/pv
12/5/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Professional Contract Services for Senior Movies Rental for first run movies for the Senior Program. Four auditoriums each with different current title films; first Tuesday of each month.

Project Manager

Department/Division	Resident Response Center	Senior Affairs
Name/Title	Althea Bernheim, Director	Althea Bernheim, Director
Phone/email	(201) 547-5436/ abernheim@jcnj.org	(201) 547-5436/ abernheim@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Entertainment for the Seniors to attend movies at the Hudson Cinema. Four auditoriums, each with different current title films; first Tuesday of each month. This contract is being awarded to Hudson Cinemas since their yearly bid came in $6,600 lower than the contract with Newport Cinema and provides all of the same services.

Cost (Identify all sources and amounts)

$18,000.00 Resident Response Center/ Senior Affairs

Contract term (include all proposed renewals)

November 1, 2014 – October 13, 2015

Type of award Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 11/13/14

Signature of Purchasing Director **Date**

DETERMINATION OF VALUE CERTIFICATION

I, Althea Bernheim, of full age, hereby certify the following:

1. I am the Director of the Department of Resident Response Center.

2. The City of Jersey City "City", Department of the Resident Response Center, offers free movies to Jersey City's senior citizens

3. The City informally solicited quotations for the rental of movie theaters.

4. The administration's recommendation is to award a contract to Hudson Cinemas.

5. The cost of the Contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

7. 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.

November 12, 2014
Date

Althea Bernheim, Director
Department of the Resident Response Center

P.O. NO.		HUDSON CINEMAS				AMC - NEWPORT					
REQ. NO.	168040	MARYSOL SANTANA									
DIV/DEPT	RRC/SENIOR AFFAIRS	201.860.9147									
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	MOVIE THEATER RENTAL	12	EA	$ 1,500.00	$ 18,000.00	$ 2,050.00	$24,600.00	$ -	$ -	$ -	$ -
2				$ -	$ -						
3				$ -	$ -						
4				$ -	$ -						
5				$ -	$ -						
6				$ -	$ -						
7				$ -	$ -						
8				$ -	$ -						
9				$ -	$ -						
10				$ -	$ -						
11				$ -	$ -						
12				$ -	$ -						
13				$ -	$ -						
14				$ -	$ -						
15				$ -	$ -						
		SUB-TOTAL			$ 18,000.00		$24,600.00		$ -		$ -
	SHIPPING/HANDLING				$ -		$ -		$ -		$ -
		TOTAL			$ 18,000.00		$24,600.00		$ -		$ -

NOTES:

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	HUDSON MALL THEATERS LLC
Trade Name:	
Address:	701 ROUTE 440 JERSEY CITY, NJ 07304
Certificate Number:	1749456
Effective Date:	October 19, 2012
Date of Issuance:	November 13, 2014

For Office Use Only:

20141113161145297

Louis Strikowsky

From: Marysol Elaine Santana [marysolsantana@icloud.com]
Sent: Monday, September 08, 2014 4:29 PM
To: Louis Strikowsky
Subject: SENIOR MOVIE DAY request for quote

MOVIE CONTRACT SPECIFICATIONS

The rental of movie theaters for Senior Citizens program for the City of Jersey City Department of health and Human Services, Division of Senior Citizens Affairs wit Approximate attendance is 300 senior citizens per month. The Theaters are require 10:00 A.M. on the first Tuesday of each month September through June except for November when it will be the second Tuesday. The only other variation would be, first Tuesday of any month would be a holiday. Then the day would be chosen by t Director of Senior Citizens Affairs considering the Theaters availability.

1. Movie theaters should be located within or in close proximity to the City Jersey City, due to transportation considerations.
2. Four different recent movies must be shown in each of four theaters, on 1st Tuesday of every month except as determined by holidays on that da starting at 10:00 A.M.
3. Each Theater will have a minimum seating capacity for 150 persons.
4. Changes or adjustments in the movie schedules will be subject to the app of the Director of Senior Citizens Affairs.
5. Titles of movies to be shown must be submitted to the Director of Senior Citizens Affairs at least six (5) days prior to the scheduled dates.
6. Theaters awarded the contract will be for the exclusive use of the senior citizens program of the City of Jersey City during the scheduled time of showing.
7. This contract for one (1) year and will commence on the first Tuesday of Month after the City Council adopts the Resolution to award the contract
8. The City of Jersey City reserves the right to exercise an option to extend contract for two (2) additional one (1) year terms. Any price change incl as part of an extension shall be based upon the price of the original contr cumulatively adjusted pursuant to any previously adjustment or extension shall not exceed the change in the index rate for the 123 months precedin most recent quarterly calculation available at the time the contract is rene
9. All quotations MUST be type written or written in ink. <u>Pencil quotations automatically render the bid informal.</u>

Monthly Cost for (4) four Movies in (4) four Theaters $ 1500 00/00
Annual Cost X 12 Months $ 18,000 00/00
[illegible] (monthly) Eighteen thousa

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Annual Cost X 12 Months $ 18,000 00/00

One thousand five hundred dollars (monthly) Eighteen thousa

(TOTAL AMOUNT OF BID MUST BE WRITTEN WORDS)

Name of Theater Hudson Cinemas Name of Manager Harysol Sa

Address 701 Rt 440 South City Jersey City Zip Code 07

Phone (201) 860 9147 FAX

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	AMERICAN MULTI-CINEMA, INC.
Trade Name:	QUAKERBRIDGE 4 THEATRES
Address:	106 W 14TH ST STE 1700 KANSAS CITY, MO 64105-5422
Certificate Number:	0093057
Effective Date:	February 05, 1973
Date of Issuance:	September 24, 2014

For Office Use Only:

20140924142646901

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): MARYSOL SANTANA / MANAGER

Representative's Signature:

Name of Company: HUDSON MALL THEATERS LLC

Tel. No.: 201-860-9147 **Date:** 11/12/07

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

The contractor and the Hudson Mall Theaters, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): MARYSOL SANTANA / MANAGER
Representative's Signature:
Name of Company: HUDSON MALL THEATERS
Tel. No.: 201-860-9247 Date: 11/9/99

To: Ms. Patricia Vega

BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

Part I – Vendor Affirmation

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

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

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
BEN KAFASH	55 Redbrook Rd, GREAT NECK, NY 11021

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: HUDSON MALL THEATERS LLC
Signed: [signature] Title: PRESIDENT
Print Name: BEN KAFASH Date: 12/4/14

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

My Commission expires:

_____
(Affiant)

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

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 11/15/14 TO 11/30/14

NAME OF FACILITY: HUDSON MALL THEATERS LLC

Street	City	County	State	Zip Code
701 ROUTE 440	JERSEY CITY,	HUDSON,	NJ	07304

JOB CATAGORIES	MALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	FEMALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1					1						
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL	1					1	2					2
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	2					2	2					2

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

NAME OF PERSON COMPLETING FORM (Print or Type). SIGNATURE DATE SUBMITTED

LAST FIRST MI

KAPASH BEN 12/4/14

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

3125 KENNEDY BLVD JERSEY CITY NJ 07307 201 330 7588

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name: HUDSON MALL THEATERS LLC

Contributor Name	Recipient Name	Date	Dollar Amount
			$
N/A			

☐ Check here if the information is continued on subsequent page(s)

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 : HUDSON MALL THEATERS LLC

Address : 701 ROUTE 440, JERSEY CITY, NJ 07304

Telephone No. : 201-496-4555

Contact Name : MARYSOL SANTANA

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

✓ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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 Hudson Mall Theater (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/14/17 (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 Hudson Mall Theater (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: HUDSON MALL THEATERS LLC

Signed: Title: MGR

Print Name MARYSOL SANTANA Date: 11/14/17

Subscribed and sworn before me
this ____ day of_____, 2____.
My Commission expires:

(Affiant)

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

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

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

City Clerk File No. Res.14.812

Agenda No. 10.Z.7

Approved: DEC 17 2014

TITLE:

RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MODIV SYSTEM

WHEREAS, the Tax Assessor's Office uses a proprietary computer software program known as the MODIV System for the purposes of printing and mailing of assessment cards; and

WHEREAS, contracts for the performance of goods or services for the support or maintenance of proprietary computer hardware and software are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the MODIV System is a proprietary computer software program and MicroSystems, Inc. provided support services to the City of Jersey City's (City) MODIV System beginning on January 01, 2014; and

WHEREAS, the total cost of providing the services to the City for the calendar year of 2014 is $31,658.82; and

WHEREAS, funds in the amount of $31,658.82 are available in Account No. 01-201-20-150-305; and

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

WHEREAS, the City's Tax Assessor has determined and certified in writing that the value of the contract exceeds $17,500.00; and

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

WHEREAS, MicroSystems has submitted a Chapter 271 Political Disclosure Statement prior to the award of this contract; and

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

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

1. A contract award in the amount of $31,658.82 to MicroSystems, Inc. for the support of the MODIV System utilized by the Tax Assessor's Office for a term effective as of January 01, 2014 and ending on December 31, 2014 is hereby ratified;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for the support or maintenance of proprietary computer software; and

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.812

Agenda No. 10.Z.7 DEC 17 2014

TITLE:

RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MODIV SYSTEM

3. The Business Entity Disclosure Certification, Chapter 271 Political Disclosure Certification, Certification of Compliance with the City's Contractor of 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) certified that funds are in the amount of $31,685.82 are available in Account No.: 01-201-20-150-312
PO#115636

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution ratifying a contract award to MicroSystems, Inc.

Project Manager

Department/Division	**Tax Assessor's Office**	**Tax Assessor's Office**
Name/Title	**Eduardo Toloza**	**Director/Assessor**
Phone/email	**201-547-4707**	**Edward@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide services to support the Tax Assessor's MODIV System.

Cost (Identify all sources and amounts)

$31,658.82

Contract term (include all proposed renewals)

12 months

Type of award **OPEN**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

12/04/14

Date

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

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
William Raska	542 Berrywood Lane
	Bridgewater, NJ
Denise Raska	"

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: MicroSystems-nj.com, L.L.C.
Signed: William R. Raska Title: Member
Print Name: William Raska Date: 12/2/14

Subscribed and sworn before me this ___ day of _____, 2__. My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	MicroSystems-nj.com, L.L.C.		
Address:	985 Route 202-206		
City: Bridgewater	State: NJ	Zip:	08807

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

William K. Raska	William Raska	Member
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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 MicroSystems-nj.com (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/2/14 (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 MicroSystems-nj.com (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: MicroSystems-nj.com, L.L.C.

Signed William K. Raska Title: Member

Print Name William Raska Date: 12/2/14

Subscribed and sworn before me
this ____ day of_____, 2____.
My Commission expires:

(Affiant)

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

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

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): William Raska

Representative's Signature: William K. Raska

Name of Company: MicroSystems-nj.com, L.L.C.

Tel. No.: 9087048862 **Date:** 12/2/14

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter Aowner@) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner=s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): William K. Raska
Representative's Signature: William K. Raska
Name of Company: MicroSystems-nj.com, L.L.C.
Tel. No.: 9087048862 **Date:** 12/2/14

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: MicroSystems-nj.com, L.L.C.

Address: 985 Route 202-206, Bridgewater NJ

Telephone No.: 908 704 8862

Contact Name: William Raska

Please check applicable category:

_____ Minority Owned Business (MBE) _____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE) X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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: MicroSystems-nj.com, L.L.C.

Address: 985 Route 202/206, Bridgewater NJ

Telephone No.: 908 704 8862

Contact Name: William Raska

Please check applicable category:

_____ Minority Owned Business (MBE) _____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE) X 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.

DIVISION OF PURCHASING COPY

Certification 28079

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-MAR-2014 to 15-MAR-2021

MICROSYSTEMS-NJ.COM, L.L.C.
985 RT. 202-206
BRIDGEWATER NJ 08807

Andrew P. Sidamon-Eristoff
State Treasurer

04/20/04

Taxpayer Identification# **223-626-324/000**

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,

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
P.O BOX 252
TRENTON, N.J 08646-0252

TAXPAYER NAME:
MICROSYSTEMS-NJ.COM, L.L.C.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
0727427

ADDRESS:
985 ROUTE 202-206
BRIDGEWATER NJ 08807

ISSUANCE DATE:
04/20/04

EFFECTIVE DATE:
01/07/99

Acting Director

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 14.813

Agenda No. 10.Z.8

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE ON A MONTH TO MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF ADMINISTRATION, ADMINISTRATIVE SERVICES

COUNCIL OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 09-696, approved on August 12, 2009, awarded a one-year contract in the total amount of $572,453.44 to Bowles Corporate Services to provide security guard services for various locations for the City of Jersey City (City), Department of Public Works / Administrative Services; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms; and

WHEREAS, Resolution No. 10-599, approved on August 25, 2010, exercised the first option to renew the contract for the total amount of $572,453.44; and

WHEREAS, Resolution No. 11-620, approved on August 31, 2011, exercised the final option to renew the contract for the total amount of $572,453.44; and

WHEREAS, Bowles Corporate was acquired by U.S. Security Associates on December 30, 2011; and

WHEREAS, a Revised Living Wage Ordinance 12-090 was adopted by the City on July 18, 2012; and

WHEREAS, Resolution No. 12-679, approved on September 12, 2012, authorized an extension of the contract while the City worked on revising the bid specifications so that they complied with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-141, approved on February 27, 2013, authorized an extension of the contract while the City worked on revising the bid specifications so that they complied with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-438, approved on June 19, 2013, authorized an extension of the contract while the City worked on revising the bid specifications so that they complied with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 14-432, approved on June 25, 2014, authorized an extension of the contract while the City worked on revising the bid specifications so that they complied with the Revised Living Wage Ordinance; and

WHEREAS, the City accepted bids on October 9, 2014 for a new contract; and

WHEREAS, it is necessary to extend the security guard services contract on a month to month basis not to exceed six (6) months effective January 1, 2015 while the Committee appointed to review the proposals completes its evaluation; and

WHEREAS, funds will be encumbered in January 2015 for this contract extension not to exceed $300,000.00;

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.813

Agenda No. 10.Z.8 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE ON A MONTH TO MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF ADMINISTRATION, ADMINISTRATIVE SERVICES

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

1) The Mayor or Business Administrator is authorized to extend the contract with U.S. Security Associates to provide security guard services for the Department of Administration / Administrative Services;

2) The extension is on a month to month basis not to exceed six (6) months effective as of January 1, 2015 ; and

3) Pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract extension shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year temporary and permanent budgets.

4) Notice of this change order shall be published once in a newspaper of general circulation as required by law.

RK/sm

December 2, 2014

APPROVED: ~~Robert Kakoleski, Business Administrator, Department of Administration~~

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U. S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITY-WIDE ON A MONTH TO MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Administration	ADMINISTRATIVE SERVICES
Name/Title	Steve Miller	CONFIDENTIAL ASSISTANT
Phone/email	201-547-4904	stevem@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

There exists a need to continue to provide security guard services for various locations city-wide until a bid is awarded.

Cost (Identify all sources and amounts)

City Funds to be encumbered in January, 2015
Account number 15-01-201-31-433-314
Extension Amount = $ 300,000.00

Contract term (include all proposed renewals)

January 1, 2015 – June 30, 2015

Type of award Bid

If "Other Exception", enter type Contract extension

Additional Information

The current extension for security guard services is due to expire on December 31, 2014.

I certify that all the facts presented herein are accurate.

Signature of Department Director

12/8/14

Date

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

City Clerk File No. Res. 14.814

Agenda No. 10.Z.9

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO P & A ADMINISTRATIVE SERVICES, INC. TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, City of Jersey City (City) requires the services of a third party administrator in connection with the administering of the Flexible Spending Account (FSA) and COBRA, the collecting of premiums for COBRA and retiree coverage; and

WHEREAS, the City received one (1) bid which was from P & A Administrative Services, Inc. (P & A), 17 Court Street, Buffalo, NY 14202 in the total bid amount of Twenty-Two Thousand Dollars ($22,000.00); and

WHEREAS, the City desires to enter into a contract for a period of one (1) year effective as of January 1, 2015 and expiring December 31, 2015; and

WHEREAS, P & A is licensed in the State of New Jersey to provide third party administering of the FSA, COBRA and retiree billing services; and

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

WHEREAS, the Business Administrator has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

WHEREAS, the total amount of the one (1) year contract is TWENTY-TWO THOUSAND ($22,000.00) DOLLARS, and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new employees, and

WHEREAS, funds for this contract will be available in the 2015 fiscal year budget.

Continuation of Resolution _____ Pg. # 2 of 2

City Clerk File No. Res. 14.814

Agenda No. 10.Z.9 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO P & A ADMINISTRATIVE SERVICES, INC. TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING

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

1. A contract for a term of one year effective as of January 1, 2015 in the amount of $22,000.000 for administering the FSA, COBRA and Retiree Billing is awarded to P&A Administrative Services, Inc.

2. The Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached contract.

3. Upon certification by an official or an employee of the City authorized to attest that P & A has provided services in accordance with the contract, then; payment to P & A shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

4. 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.

5. Pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year temporary and permanent budgets.

6. The Certification of Compliance with the City's Contractor Pay-To-Play ordinance shall be placed on file with this resolution.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

_____
Robert Byme, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND P & A ADMINISTRATIVE SERVICES TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To administer the Flexible Spending Account, COBRA and retiree billing.

The City Broker of Record received quotes from this one (1) vendor for a contract in the amount of $22,000.00.

Cost (Identify all sources and amounts)

Account: 01-201-23-220-312
$22,000.00 – one year

Contract term (include all proposed renewals)

One year (January 1, 2015 – December 31, 2015)

Type of award Professional Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

DETERMINATION OF VALUE CERTIFICATION

Robert Kakoleski, 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 a third party administrator to administer and collect fees from retirees and COBRA enrollees and control the disbursement of funds to Flexible Spending Account enrollees.

3. The Administration's recommendation is to award the contract to P & A Administrative Services, Inc. as they were the only company to submit a proposal for the amount of $22,000.00 annually.

4. The term of the contract is one year effective January 1, 2015.

5. The estimated amount of the contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/17/14

Robert Kakoleski, Business Administrator

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

City Clerk File No. Res. 14.815

Agenda No. 10.Z.10

Approved: DEC 17 2014

TITLE:

RESOLUTION AWARDING A CONTRACT TO ELITE UNDERWRITING SERVICES TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City must provide Stop Gap Insurance for all employees and retirees; and

WHEREAS, Elite Underwriting Services is a provider of Stop Gap insurance; and

WHEREAS, stop gap insurance is a policy that protects the City from catastrophic medical claims that exceed $225,000 per individual; and

WHEREAS, the City of Jersey City desires to enter into an agreement, with Elite Underwriting Services for a period of one (1) year effective January 1, 2015 and ending December 31, 2015; and

WHEREAS, the City of Jersey City may enter into a contract for stop gap insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

WHEREAS, Robert Kakoleski, the City Business Administrator, has certified that these services qualify as an extraordinary, unspecifiable service under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et.seq.

WHEREAS, Elite Underwriting Services has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008; and

WHEREAS, the total amount of the one (1) year contract is TWO MILLION THREE HUNDRED THIRTY THOUSAND ($2,330,000.00) DOLLARS; and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new employees; and

TITLE:

RESOLUTION AWARDING A CONTRACT TO ELITE UNDERWRITING SERVICES TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

WHEREAS, funds for this contract will be available in the 2015 fiscal year budget.

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract attached hereto with Elite Underwriting Services to provide stop gap insurance for active employees and retirees for a term of one year (1) effective January 1, 2015 and expiring on December 31, 2015.

2. The total cost to the city for the one (1) year contract is Two Million Three Hundred Thirty Thousand ($2,330,000.00) Dollars.

3. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.

4. Pursuant to N.J.A.C. 5:30:5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year temporary and permanent budgets.

5. Upon certification by an official or employee of the city authorized to attest that Elite Underwriting Services has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

City Clerk File No. Res. 14.815
Agenda No. DEC 17 2014

TITLE:

RESOLUTION AWARDING A CONTRACT TO ELITE UNDERWRITING SERVICES TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

7. The award of this contract shall be subject to a condition that Elite Underwriting Services provides satisfactory evidence of compliance with the applicable Affirmative Action amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.

8. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance shall be placed on file with the resolution.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND ELITE UNDERWRITING SERVICES TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide stop gap insurance for employees and retirees.

The City Broker of Record received quotes from two (2) Insurance Companies as follows.

COMPANY	MONTHLY PREMIUM
Elite Underwriting	$183,184.00
SunLife	$237259.00

Cost (Identify all sources and amounts)

Account: 01-201-23-220-802
$2,330,000.00 – one year

Contract term (include all proposed renewals)

One year (January 1, 2015 – December 31, 2015)

Type of award Other Exception

If "Other Exception", enter type Insurance contracts are not subject to Pay to Play law.

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

14,815
DEC 17 2014

CERTIFICATION OF ROBERT KALOLESKI IN SUPPORT OF AWARDING A CONTRACT TO ELITE UNDERWRITING SERVICES FOR STOP GAP INSURANCE AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE CERTIFICATION

DATE: December 17, 2014

TO: Municipal Council

FROM: Robert Kakoleski, Business Administrator

RE: Contract to provide stop gap insurance for Active Employees and Retirees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm:	Elite Underwriting Services
Cost:	$2,330,000.00
Period:	January 1, 2015 thru December 31, 2015
Purpose:	To provide a stop gap insurance policy for active employees and retirees of the City of Jersey City

This is to request an award of a contract without receipt of formal bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b). I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

Elite Underwriting Services will provide a stop gap insurance policy for all active employees and retirees in the event that medical bills for an individual surpass $225,000.00 in a given plan year. This is an umbrella policy that protects the City from catastrophic claims.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is to provide stop gap insurance coverage for City employees, retirees and their eligible dependents. N.J.S.A. 40A:11-5(m) states that contracts for insurance may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

It is insurance that is coupled with the Horizon health insurance and a necessity with a group the size of the City of Jersey City for claims protection in the event of any catastrophic incidents.

4. Describe the informal solicitation of quotations:

The following solicitations were obtained by Acrisure, LLC. Each provider gave a monthly premium.

Elite	SunLife
$183,184.00	$237,259.00

5. I have reviewed the rules of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et. seq. And certify that the proposed contract may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,

Robert Kakoleski
Business Administrator

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

City Clerk File No. Res. 14.816

Agenda No. 10.Z.11

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES INC.) FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2015 THROUGH DECEMBER 31, 2016 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the contract between the City of Jersey City and Horizon Dental Choice expires December 31, 2014; and

WHEREAS, the City of Jersey City must provide a dental insurance plan to all eligible employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance C-104; and

WHEREAS, Horizon Dental Choice (dba Horizon Healthcare Services, Inc.), 3 Penn Plaza East, Newark, New Jersey 07105, a subsidiary of Horizon Blue Cross Blue Shield of New Jersey, is a dental insurance plan provider and;

WHEREAS, the City of Jersey City desires to enter into an agreement, with Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) for a period of two (2) year, commencing January 1, 2015 and expiring December 31, 2016; and

WHEREAS, upon the award of the contract by the City to Horizon Dental Choice (dba Horizon Healthcare Services, Inc.), the provider guarantees a continuation of the current services provided; and

WHEREAS, the City of Jersey City may enter into an agreement for a dental insurance plan pursuant to N.J.S.A. 40A:11-5 (1) (m) as an EUS; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for "Extraordinary Unspecifiable Service" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Robert Kakoleski, Business Administrator, has certified that this meets the statutes and regulations governing the award of said contract; and

WHEREAS, the total amount of the two year contract is One Million Four Hundred Sixty-Five Thousand Dollars ($1,465,000.00) based on the number of employees enrolled in the plan; and

WHEREAS, during the term of this contract the City Purchasing agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent; and

WHEREAS, Horizon Dental Choice 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 for this contract will be available in the 2015 fiscal year budget.

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES, INC.) FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2015 THROUGH DECEMBER 31, 2016 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

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

1. Subject to such modification or amendments deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in the amount of $1,465,000.00 in substantially the form of the attached, with Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) for a dental insurance plan for all eligible City employees for a term of two (2) years commencing January 1, 2015 and ending on December 31, 2016.

2. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is authorized as an Extraordinary, Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.

3. Pursuant to N.J.A.C. 5:30:5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year temporary and permanent budgets.

4. Upon certification by an official or an employee of the City authorized to attest that Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) has provided services in accordance with the contract, then; payment to Horizon Dental Choice shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

6. During the term of the contract the Purchasing Agent is authorized to issue change orders, not to exceed twenty (20) percent of the original contract amount, as may be necessary because of cost increases resulting from the hiring of new City employees, or from increased enrollment in the dental insurance plan by existing City employees.

Continuation of Resolution _____

City Clerk File No. _____

Agenda No. Res. 14.816 DEC 17 2014

TITLE: 10.Z.11

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES, INC.) FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2015 THROUGH DECEMBER 31, 2016 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

7. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

8. The Certification of Compliance with the City's Contractor Pay-To-Play ordinance shall be placed on file with this resolution.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

_____
Robert Byrne, City Clerk

14.816

DEC 17 2014

CERTIFICATION OF ROBERT KAKOLESKI IN SUPPORT OF AWARDING A CONTRACT TO HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES INC.) AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

DATE: December 17, 2014

TO: Municipal Council

FROM: Robert Kakoleski, Business Administrator

RE: Contract to provide a closed dental insurance plan

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm:	Horizon Dental Choice (dba Horizon Healthcare Services, Inc.)
Cost:	$1,465,000.00
Period:	January 1, 2015 to December 31, 2016
Purpose:	To provide a dental insurance plan for all eligible employees of the City of Jersey City

This is requested to be awarded without competitive Bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1) Provide a clear description of the nature of the work to be done.

   Horizon Dental Choice will provide a dental insurance plan for all eligible employees.

2) Describe in detail why the contract meets the provisions of the statute and rules:

   These services are to provide a dental insurance plan to administer professional dental services for eligible employees as per collective bargaining agreements.

3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

   These services require a licensed insurance plan provider with a proven reputation in the area of providing dental insurance.

   A. It also requires reasonable knowledge of dental procedures to protect both the provider and client from fraudulent claims and insure that the services provided are satisfactory.

4) Describe the informal solicitation of quotations:

   The Office of Health Benefits, through the Broker of Record, received proposals from two dental insurance plan providers listed below. The proposals were reviewed and evaluated on the following criteria; monthly premium, ability to provide required administrative services, computerized data management system, number of participating dentists, claims processing, level of customer service, and the overall ability to provide a dental insurance plan substantially similar to the current plan.

Name	Monthly Premium
Horizon	$73.46 – 2 year rate
Delta	$65.06 1st year
	$65.59 2nd year

Based on the evaluation of the above criteria and the attached recommendation of the Broker, the City has decided to award this contract to Horizon Dental Choice. The award of both the Open and Closed dental plans must be to the same vendor.

5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name: Robert Kakoleski
Title: Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE TO PROVIDE A CLOSED DENTAL PLAN FOR ALL AND THEIR ELIGIBLE DEPENDENTS AS EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide a closed dental plan for employees and their eligible dependents, as per contractual agreement with unions.

The City Broker of Record received quotes from two (2) Dental Insurance Companies as follows.

COMPANY	RATE
Horizon Dental Choice	$73.46 2 year rate
Delta	$65.06 1st year/$65.59 2nd year

Cost (Identify all sources and amounts)

Account: 01-201-23-220-803
$1,465,000.00 – two years

Contract term (include all proposed renewals)

Two year (January 1, 2014 – December 31, 2016)

Type of award Other Exception

If "Other Exception", enter type Insurance contracts are not subject to Pay to Play law.

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.817

Agenda No. 10.Z.12

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2015 THROUGH DECEMBER 31, 2016 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) must provide a dental insurance plan to all eligible employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance C-104; and

WHEREAS, Horizon Healthcare Dental Services, 3 Penn Plaza East, Newark, New Jersey 07105, is a dental insurance plan provider; and

WHEREAS, the contract between the City and Horizon Dental Services expires December 31, 2014; and

WHEREAS, the City desires to enter into a new agreement with Horizon Dental Healthcare Services for a period of two (2) years, effective as of January 1, 2015 and expiring December 31, 2016; and

WHEREAS, Horizon Dental Healthcare Services guarantees a continuation of the current services provided; and

WHEREAS, the City may enter into an agreement for a dental insurance plan pursuant to N.J.S.A. 40A:11-5(1)(m) as an extraordinary unspecifiable service (EUS) agreement; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the resolution authorizing the award of an EUS contract without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Robert Kakoleski, Business Administrator, has certified that this meets the statutes and regulations governing the award of said contracts; and

WHEREAS, the total amount of the two year contract is Two Million, Eight Hundred and Thirty Thousand Dollars ($2,830,000.00) based on the number of employees enrolled in the plan; and

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2015 THROUGH DECEMBER 31, 2016 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

WHEREAS, during the term of this contract the City Purchasing agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent of the original contract amount; and

WHEREAS, Horizon Dental Healthcare Services 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 for this contract will be available in the 2015 fiscal year budget.

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in the amount of $2,830,000, in substantially the form of the attached, with Horizon Dental Healthcare Services Plan of New Jersey, Inc. for a dental insurance plan for all eligible City employees for a term of two (2) years effective January 1, 2015 and ending on December 31, 2016.

2. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.

3. Pursuant to N.J.A.C. 5:30:5.5(e), the award of this shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year temporary and permanent budgets.

4. Upon certification by an official or an employee of the City authorized to attest that Horizon Dental Healthcare Services of New Jersey, Inc. has provided services in accordance with the contract, then; payment to Horizon Dental Healthcare Services of New Jersey, Inc. shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40a:5-1 et seq.

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

Continuation of Resolution _____

City Clerk File No. Res. 14.817

Agenda No. 10.Z.12 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2015 THROUGH DECEMBER 31, 2015 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

6. During the term of the contract the Purchasing Agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent.

7. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

8. The Certification of Compliance with the City's Contractor Pay-To-Play ordinance shall be placed on file shall be place on file with this resolution.

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

_____ Robert Byrne, City Clerk

14.817
DEC 17 2014

CERTIFICATION OF ROBERT KAKOLESKI IN SUPPORT OF AWARDING A CONTRACT TO HORIZON HEALTHCARE DENTAL SERVICES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

DATE: December 17, 2014

TO: Municipal Council

FROM: Robert Kakoleski, Business Administrator

RE: Contract to provide a dental insurance plan

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm:	Horizon Healthcare Dental Services
Cost:	$2,830,000.00
Period:	January 1, 2015 to December 31, 2016
Purpose:	To provide a dental insurance plan for all eligible City of Jersey City employees

This is requested to be awarded without competitive Bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1) Provide a clear description of the nature of the work to be done.

Horizon Healthcare Dental Services will provide a dental insurance plan for all eligible employees.

2) Describe in detail why the contract meets the provisions of the statute and rules:

These services are to provide a dental insurance plan to administer professional dental services for eligible employees as per collective bargaining agreements.

3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

These are professional services which are specialize and qualitative in nature because it requires a licensed insurance plan provider with a proven reputation in the area of providing dental insurance to provide such services.

4) Describe the informal solicitation of quotations:

The Office of Health Benefits, through the City Broker, received proposals from two dental insurance plan providers listed below. The proposals were reviewed and evaluated on the following criteria: monthly premium, ability to provide required administrative service, number of participating dentists, claims processing, level of customer service, and the overall ability to provide a dental insurance plan substantially similar to the current plan.

Based on the evaluation of the above criteria and the attached recommendation of the Broker, the City has decided to award this contract to Horizon Healthcare Dental Services.

The proposals were reviewed and evaluated and found that Horizon's one year premium is lower than the current premium in effect.

Name	Monthly Premium
Horizon Healthcare Dental Services	$80.60 2 year rate
(POBA/PSOA/1066/1064)	$82.41 " " "
Delta Dental Plan of New Jersey	$64.96 1st year/$67.23 2nd year
(POBA/PSOA/1066/1064)	$89.00 1st year/$92.13 2nd year

5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name: Robert Kakoleski
Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE TO PROVIDE AN OPEN DENTAL PLAN FOR ALL AND THEIR ELIGIBLE DEPENDENTS AS EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide an open dental plan for employees and their eligible dependents, as per contractual agreement with unions.

The City Broker of Record received quotes from two (2) Dental Insurance Companies as follows.

COMPANY	RATE
Horizon Dental Choice	$80.60 2 year rate
POBA/PSOA/1066/1064	$82.41 " " "
Delta	$6.96 1st year/$67.23 2nd year
POBA/PSOA/1066/1064	$89.00 1st year/$92.13 2nd year

Cost (Identify all sources and amounts)

Account: 01-201-23-220-803
$2,830,000.00 – two years

Contract term (include all proposed renewals)

Two year (January 1, 2014 – December 31, 2016)

Type of award Other Exception

If "Other Exception", enter type Insurance contracts are not subject to Pay to Play law.

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.818

Agenda No. 10.Z.13

Approved: DEC 17 2014

TITLE: **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, AND DORIA, CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND FEDERAL AND STATE GRANT PROGRAMS FOR THE CALENDAR FISCAL YEAR 2014**

COUNCIL offered and moved adoption of the following resolution :

WHEREAS, pursuant to N.J.S.A. 40A:5-4 *et seq.*, the City of Jersey City ("City") is required to perform an annual audit of Financial Statements and Federal and State Grant Programs; and

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

WHEREAS, a notice was posted on the City's website of the availability of the City's Request for Proposal ("RFP"); and

WHEREAS, the proposal submitted by Donohue, Gironda, and Doria, Certified Public Accountants satisfies the City's requirements; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44a-20.4 et seq.; and

WHEREAS, Donohue, Gironda and Doria, Certified Public Accountants has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008; and

WHEREAS, Donohue, Gironda, and Doria, Certified Public Accountants has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

WHEREAS, the total contract amount is not to exceed $299,000; and

WHEREAS, pursuant to N.J.A.C. 50:30-5.5(e) the award of the contract shall be subject to the availability and appropriation of funds in the CY 2015 temporary and permanent budgets in account# 01-201-20-135-312; and

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

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached with Donohue, Gironda, and Doria, Certified Public Accountants for providing an annual audit of Financial Statements and Federal and State Grant Programs for a contract term of one (1) year ending commencing on January 1, 2015 and ending on December 31, 2015 for a total contract amount not to exceed $299,000;

TITLE:

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with NW Financial Group, LLC. to provide financial advisory services to the City in connection with the structuring, offering and sale of City debt.

2. The total contract amount shall not exceed the sum of $100,000 and the term of the contract shall be one (1) year commencing the date the contract is executed by City Officials with an option to renew for an additional year with no price change.

3. This agreement is authorized as Extraordinary Unspecifiable Services pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) because of the reasons stated in the certification attached hereto.

4. The financial advisor shall be paid according to the fee schedule listed below:

   For specific financing in connection with the sale of general obligation bonds and/or note issues, the fee will be calculated at ten (10) basis points (.10%) of the principal amount financed.

   Financial consulting services will be based upon the following hourly rates:

Principal	$185/hr.
Managing Director	$180/hr.
Vice President	$170/hr.
Assistant Vice President	$165/hr.
Analyst	$140/hr.

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection.

7. This award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

8. The Certificate of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein, shall be placed on filed with this resolution.

I, _____ Donna Mauer, Chief Financial Officer, certify that there are sufficient funds in the amount of $100,000 available for payment of this resolution in Account# 04-215-55-895-990. PO#:_____

City Clerk File No. Res. 14.818

Agenda No. 10.Z.13 DEC 17 2014

TITLE:

2. The award of this contract shall be subject to the condition that Donohue, Gironda, and Doria, Certified Public Accountants, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*;

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

4. Pursuant to N.J.A.C. 5:30-5.5(e), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar fiscal year permanent budget;

5. 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.

6. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

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

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

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

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, AND DORIA, CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND FEDERAL AND STATE GRANT PROGRAMS FOR CALENDAR FISCAL YEAR 2014

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

For accounting services to perform the City's Annual Audit of Financial Statements and Federal and State Grant Programs pursuant to N.J.S.A. 40a:5-4 *et seq*.

Cost (Identify all sources and amounts)

These funds will be made available in the CY 2015 Budget. Account# 01-201-20-135-312

Contract term (include all proposed renewals)

One year effective 1/1/15 and terminating 12/31/15

Type of award fair/open

If "Other Exception", enter type

Additional Information

The City received 3 Proposals: 1.)Ferraiolo, Weilkotz, Cerrullo & Cuva 401 Wanaque Avenue Pompton Lakes, NJ, $275,000 to examine financial documents and hourly rates of $60-185 for additional services. 2.) Donohue, Gironda & Doria, 310 Broadway, Bayonne, NJ, $299,000. 3.) Hohulik & Morrison, 1102 Raritan Avenue, Highland Park, NJ, $295,000.

I certify that all the facts presented herein are accurate.

Donna Mauer

Signature of Department Director

12/10/14

Date

AGREEMENT

AGREEMENT made this _____day of December, 2014 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Donohue, Gironda and Doria, Certified Public Accountants, 310 Broadway, Bayonne, New Jersey 07002 (hereinafter referred to as "Consultant").

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for Consultant to conduct the annual audit of financial statements and federal and state grant programs for the Calendar Fiscal Year 2014.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposals ("RFP") prepared by the City on November 18, 2014 and Proposal dated December 2, 2014, prepared by Consultant, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of the Agreement, the RFP and the Proposal, the provisions of this Agreement shall govern over the RFP and the Proposal, and the provisions of the RFP shall govern over the Proposal.

2. Such described services shall be performed during a period of 12 months, effective on January 1, 2015 and ending on December 31, 2015.

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 the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement shall not exceed $299,000.

2. Compensation shall be due and payable to Consultant upon receipt of a statement by the City from Consultant outlining services performed and/or rendered by Consultant on behalf of the City. The statement from Consultant shall specify the number of hours expended by Consultant during that reporting period in the performance of services on behalf of the City. Consultant understands that said statements must be submitted to the governing body of the City for approval prior to payment.

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Agreement:

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Consultant with not less than Two Million ($2,000,000) Dollars combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured..

B. Worker'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).

C. Professional Liability Insurance: covering as insured the Consultant with not less than TWO MILLION DOLLARS ($2,000,000.) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made form is unacceptable.

D. Automobile Liability Coverage: covering as insured the Consultant with not less than ONE MILLION DOLLARS ($1,000,000.) combined single limit for bodily injury and property damage liability including non-covered automobile liability coverage.

2. The Consultant agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the Consultant shall furnish the City certificates of such

insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workers Compensation Insurance, shall be kept in force until submission of the Consultant's final invoice.

ARTICLE VI
Termination

1. Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon two (2) weeks written notice. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII
Entire Agreement

This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX
Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE X
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XII
Counter-parts

This agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIV
Severability

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XV
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVI
COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds $36,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $36,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed $36,000.00.

ARTICLE XVII
Notice

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

City of Jersey City
Office of Chief Financial Officer
City Hall, 280 Grove Street,
Jersey City, N.J. 07302

Donohue, Gironda & Doria
Certified Public Accounts
310 Broadway
Bayonne, N. J. 07002

ARTICLE XVIII
New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XIX
City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XX
Political Contribution

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 nay political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XXI
Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XXII
Certification of Funds

The total amount payable under this contract shall not exceed Two Hundred and Ninety- Nine Thousand Dollars ($299,000). Pursuant to N.J.A.C. 50:30-5(e) the award of the contract shall be subject to the availability and appropriation of funds in the CY 2015 temporary and permanent budgets. If funds are not available for the contract in the CY 2015 temporary and permanent budgets, the contract will be terminated.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT KAKOLESKI
Business Administrator

ATTEST:

Donohue, Gironda and Doria, CPA's
Consultants

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

City Clerk File No. Res. 14.819

Agenda No. 10.Z.14

Approved: DEC 17 2014

TITLE: **RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES**

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

WHEREAS, the City of Jersey City (the "City") requires the services of a financial advisor to provide financial advisory services; and

WHEREAS, a notice was posted on the City's website of the availability of the City's Request for Proposals ("RFP"); and,

WHEREAS, the proposal submitted by NW Financial Group, LLC satisfies the City's requirements; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44a-20.4 et seq.; and

WHEREAS, the City desires to appoint NW Financial Group, LLC. as financial advisor to the City and to award a contract to such firm as an "extraordinary unspecifiable service" pursuant to N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, NW Financial Group LLC. agrees to provide these services in accordance with the fee schedule listed below:

For specific financing in connection with the sale of general obligation bonds and/or note issues, the fee will be calculated at ten (10) basis points (.10%) of the principal amount financed.

Financial consulting services will be based upon the following hourly rates:

Principal	$185/hr.
Managing Director	$180/hr.
Vice President	$170/hr.
Assistant Vice President	$165/hr.
Analyst	$140/hr.

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of a contract for Extraordinary Unspecifiable Services without competitive bid and the contract itself must be available for public inspection; and

WHEREAS, Donna Mauer, Chief Financial Officer has certified that this meets the statute and regulations governing the award of said contract; and

WHEREAS, NW Financial Group, LLC. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128 adopted on September 23, 2008; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-toPaly Laws, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total contract amount shall not exceed $100,000; and

WHEREAS, funds in the amount $100,000 are available in Account# 04-215-55-895-990.

Continuation of Resolution _____ Pg. # 3

City Clerk File No. Res. 14.819

Agenda No. 10.Z.14 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES.

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To award a contract for a financial advisor to assist with the City with financing issues including, but not limited to bond and note sales, rating agencies, and Local Finance Board.

Cost (Identify all sources and amounts)

Capital Fund
04-215-55-895.990

Contract term (include all proposed renewals)

One year, effective 1/1/15 and terminating 12/31/15.

Type of award fair/open

If "Other Exception", enter type

Additional Information

The City received three proposals: NW Financial Group, LLC, 2 Hudson Place, Hoboken, NJ, FirstSouthwest, 485 Madison Avenue, New York, NY, Acacia Financial Group, 601 route 73 North, Marlton, NJ

I certify that all the facts presented herein are accurate.

Donna Mauer

Signature of Department Director

12/10/14

Date

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO NW FINANCIAL GROUP, LLC AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICES

DATE: December 10, 2014

TO: Municipal Council

FROM: Donna Mauer, Chief Financial Officer

SUBJECT: Contract for providing financial advisory services to the City

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: NW Financial Group, LLC
Cost: not to exceed $100,000
Period: twelve (12) months
Purpose: To provide financial advisory services to the City

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Services (N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1. NW Financial Group, LLC agrees to provide the City analytical and support services for financial planning efforts, advise as to most advantageous method of selling debt securities, developing a credit rating program and assisting in the obtainment of credit enhancement. NW Financial Group, LLC will also recommend financing/refinancing structure, develop tax impact analysis based on debt services and may also attend meetings with the Administration Department staff and management.

2. This contract meets the provisions of the statute and rules because the service is specialized and qualitative in nature requiring expertise and proven reputation in public finance and debt management.

3. The services are of such specialized and qualitative nature that the performance of these services cannot be reasonably described by written specifications because they require extensive experience in public finance, long/short term debt management, development of capital financing alternatives and budget development and analysis.

4. The City solicited proposals for this contract in accordance with the "fair and open" process and received proposals from the following:

   NW Financial Group, LLC, 2 Hudson Place, Hoboken, NJ
   FirstSouthwest, 485 Madison Avenue, New York, NY
   Acacia Financial Group, Inc., 601 Route 73 North, Marlton, NJ

5. I have reviewed the rules and regulations of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as an Extraordinary, Unspecifiable Services in accordance with the requirements thereof.

Respectfully,

Donna Mauer
Chief Financial Officer

AGREEMENT

AGREEMENT made this _____day of December, 2014 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Donohue, Gironda and Doria, Certified Public Accountants, 310 Broadway, Bayonne, New Jersey 07002 (hereinafter referred to as "Consultant").

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for Consultant to conduct the annual audit of financial statements and state and federal grant programs for the Calendar Fiscal Year 2014.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposals ("RFP") prepared by the City on November 18, 2014 and Proposal dated December 2, 2014, prepared by Consultant, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of the Agreement, the RFP and the Proposal, the provisions of this Agreement shall govern over the RFP and the Proposal, and the provisions of the RFP shall govern over the Proposal.

2. Such described services shall be performed during a period of 12 months, effective on January 1, 2015 and ending on December 31, 2015.

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 the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement shall not exceed $299,000.

2. Compensation shall be due and payable to Consultant upon receipt of a statement by the City from Consultant outlining services performed and/or rendered by Consultant on behalf of the City. The statement from Consultant shall specify the number of hours expended by Consultant during that reporting period in the performance of services on behalf of the City. Consultant understands that said statements must be submitted to the governing body of the City for approval prior to payment.

For specific financing in connection with the sale of general obligation bonds and/or note issues, the fee will be calculated at ten (10) basis points (.10%) of the principal amount financed.

Financial consulting services will be based upon the following hourly rates:

Principal	$185/hr.
Managing Director	$180/hr.
Vice President	$170/hr.
Assistant Vice President	$165/hr.
Analyst	$140/hr.

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Agreement:

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Consultant with not less than Two Million ($2,000,000) Dollars combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Worker'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).

C. Professional Liability Insurance: covering as insured the Consultant with not less than TWO MILLION DOLLARS ($2,000,000.) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission,

or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made form is unacceptable.

D. Automobile Liability Coverage: covering as insured the Consultant with not less than ONE MILLION DOLLARS ($1,000,000.) combined single limit for bodily injury and property damage liability including non-covered automobile liability coverage.

2. The Consultant agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workers Compensation Insurance, shall be kept in force until submission of the Consultant's final invoice.

ARTICLE VI
Termination

1. Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon two (2) weeks written notice. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII
Entire Agreement

This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX
Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE X
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XII
Counter-parts

This agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIV
Severability

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XV
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVI
COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds $36,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $36,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed $36,000.00.

ARTICLE XVII
Notice

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

City of Jersey City
Office of Chief Financial Officer
City Hall, 280 Grove Street,
Jersey City, N.J. 07302

Donohue, Gironda & Doria
Certified Public Accounts
310 Broadway
Bayonne, N. J. 07002

ARTICLE XVIII
New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XIX
City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XX
Political Contribution

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 nay political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XXI
Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XXII
Certification of Funds

The total amount payable under this contract shall not exceed Two Hundred and Ninety- Nine Thousand Dollars ($299,000). Pursuant to N.J.A.C. 50:30-5(e) the award of the contract shall be subject to the availability and appropriation of funds in the CY 2015 temporary and permanent budgets. If funds are not available for the contract in the CY 2015 temporary and permanent budgets, the contract will be terminated.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT KAKOLESKI
Business Administrator

ATTEST:

Donohue, Gironda and Doria, CPA's
Consultants

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

City Clerk File No. Res. 14.820

Agenda No. 10.Z.15

Approved: DEC 17 2014

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO KELLER & KIRKPATRICK, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS, PROJECT NO. 14-001, FOR THE DEPARTMENT OF BUSINESS ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

WHEREAS, the City of Jersey City (City) has received funding from NJDOT Municipal Aid FY 2014 in the amount of $1,073,590.00 for the Manhattan Avenue Streetscape Improvements project; and

WHEREAS, the City requires the professional services of an engineering firm for the design services associated with the Manhattan Avenue Streetscape Improvements, Project No. 14-001; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in April 2014, publicly advertised a Request for Qualifications (RFQ) for general engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, Keller & Kirkpatrick, Inc. submitted a Qualification Statement in response to the City's 2014 RFQ; and

WHEREAS, Keller & Kirkpatrick is a pre-qualified engineering firm that provides civil engineering services for projects, such as the Manhattan Avenue Streetscape Improvements; and

WHEREAS, in response to the City's request for a proposal, Keller & Kirkpatrick submitted the attached proposal dated November 21, 2014 in the amount of Twenty Five Thousand, Five Hundred Forty Dollars and Zero Cents ($25,540.00); and

WHEREAS, the total base contract amount for professional engineering services for the design services for the Manhattan Avenue Streetscape Improvements, Project No. 14-001, shall be for Twenty Five Thousand, Five Hundred Forty Dollars and Zero Cents ($25,540.00); and

WHEREAS, funding is available for this expenditure from:

Account No. 04-215-55-905-990 Requisition #0168274 P.O. # 115500 Amount $25,540.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A 19:44A-20.4 et seq.; and

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

City Clerk File No. Res. 14.820

Agenda No. 10.Z.15 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO KELLER & KIRKPATRICK, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS, PROJECT NO. 14-001, FOR THE DEPARTMENT OF BUSINESS ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Keller & Kirkpatrick, to provide professional engineering services for a total contract amount not to exceed $25,540.00;

2. The term of the contract shall be twelve months (12) months commencing on execution of the contract by City officials;

3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);

4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;

5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

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

Account No. 04-215-55-905-990 Requisition #0168274 P.O. # 115500 Amount $25,540.00

Approved: _____
Brian F. Weller, Division Director of AETT

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ _____
Business Administrator Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ _____
Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO KELLER & KIRKPATRICK, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS, PROJECT NO. 14-001, FOR THE DEPARTMENT OF BUSINESS ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	BUSINESS ADMINISTRATION	ARCH, ENG. TRAFFIC & TRANS.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This project consists of roadway improvements to Manhattan Avenue between the westerly terminus adjacent to Route 1&9 and Sherman Avenue. Specifically, the work will include the construction of new concrete curb and sidewalk, ADA compliant curb ramps, resetting/ replacement of manhole and inlet castings, installation of new regulatory signs, milling and resurfacing of existing streets, thermoplastic striping, street lighting upgrades, and associated work.

Cost (Identify all sources and amounts)

General Engineering Account:
04-215-55-905-990 = $25,540.00

Contract term (include all proposed renewals)

Once approved, contract will be for 12 months.

Type of award RFQ – Pre Qualified General Engineers

If "Other Exception", enter type

Additional Information

Keller & Kirkpatrick is an engineering firm specializing in civil engineering services.

I certify that all the facts presented herein are accurate.

Brian F. Weller, L.L.A
Signature of Department Director

December 4, 2014
Dated

DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION
INTERDEPARTMENTAL MEMORANDUM

DATE : December 3, 2014

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

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

SUBJECT : **Manhattan Avenue Streetscape Improvements Project No. 14-001**

Re: Keller & Kirkpatrick, Inc. Professional Civil Engineering Services

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Attached for your consideration is a Resolution authorizing award of a consulting contract with Keller & Kirkpatrick, Inc., from Morris Plains, NJ to prepare construction documents and other services in connection with the Manhattan Avenue Streetscape Improvements. The City has received funding from NJDOT Municipal Aid FY2014 in the amount of $1,073,590.00 for the construction work on this project.

Attachments

c: Greg Corrado, Assistant Business Administrator
Stanley Huang, Municipal Engineer

AGREEMENT

Agreement made this day of , 2014 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **KELLER & KIRKPATRICK, INC., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950** hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (City) has received funding from NJDOT Municipal Aid FY 2014 in the amount of $1,073,590.00 for the Manhattan Avenue Streetscape Improvements project; and

WHEREAS, the CITY requires the **professional services of a civil engineering firm to prepare the construction documents and other services in connection with the Manhattan Avenue Streetscape Improvements, Project No: 14-001**; and

WHEREAS, CONSULTANT submitted a proposal dated **November 21, 2014** in the amount of **Twenty Five Thousand, Five Hundred Forty Dollars and Zero Cents ($25,540.00)**; and

WHEREAS, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to the Manhattan Avenue Streetscape Improvements; and

WHEREAS, this Agreement was authorized by Resolution _____, approved on December 17, 2014;

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

COPY

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with civil engineering services on the **Manhattan Avenue Streetscape Improvements, Project No: 14-001.**

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated **November 21, 2014** which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing on execution of this Agreement by City Officials.

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 in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated **November 21, 2014** in the amount of **Twenty Five Thousand, Five Hundred Forty Dollars and Zero Cents ($25,540.00).**

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. 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: One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in aggregate; including Products & Completed Operations coverage. The CITY of Jersey City, its agents, servants shall be named as an additional insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION ($1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

C. Workmen's Compensation Insurance: New Jersey Statutory Limits and Employer's Liability in the amount of ONE MILLION ($1,000,000.00) DOLLARS.

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION ($2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. **All certificates shall bear said City Project Name and Number Project No. 14-001.**

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI
Personnel of the Consultant

1. The CONSULTANT shall engage at his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII
Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds $36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

   a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

   b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or

c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII
Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII
Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and its respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV
Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications,

representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

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

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

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state,

regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

_____

ROBERT J. KAKOLESKI
Business Administrator

Date: _____

ATTEST:

_____

ROBERT BYRNE
City Clerk

Date: _____

ATTEST:

_____

KELLER & KIRKPATRICK

BY: _____

NAME
TITLE

APPROVED AS TO LEGAL FORM

_____

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

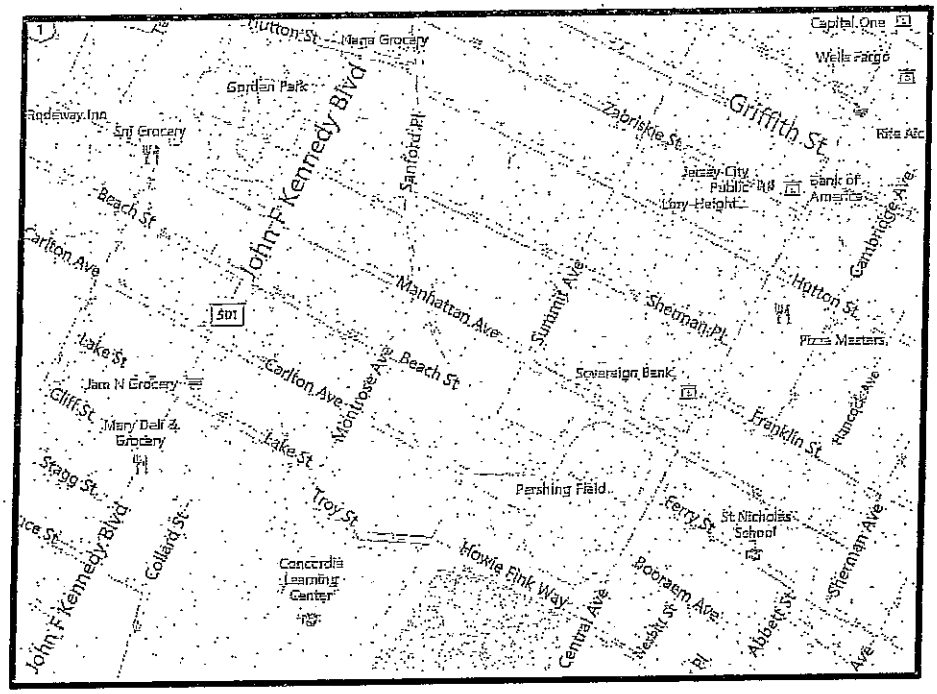
_____

MATTHEW HOGAN
Risk Manager

PROPOSAL FOR PROFESSIONAL SERVICES FOR

MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS

CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY



PREPARED FOR:

City of Jersey City
Dept. of Administration
Division of Architecture, Engineering,
Traffic & Transportation
575 Route 440
Jersey City, NJ 07305

PREPARED BY:

Keller & Kirkpatrick, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

November 21, 2014

COST PROPOSAL

KELLER & KIRKPATRICK, INC.
CONSULTING ENGINEERS·SURVEYORS·PLANNERS·LANDSCAPE ARCHITECTS
MORRIS PLAINS, NEW JERSEY

COST PROPOSAL FOR

MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS

CITY OF JERSEY CITY, NJ

The following is our proposed fee. The fee includes all labor costs, as well as direct costs (mileage, reproduction, etc.) required to complete the project.

Attached is an hourly breakdown by task.

PROJECT	TOTAL PROJECT HOURS	PROJECT FEE
1. Base Map Preparation	76	$ 6,020.00
2. Pavement Analysis	8	$ 840.00
3. Contract Documents Preparation	174	$ 17,180.00
	258	
	Subtotal:	**$ 24,040.00**
DIRECT EXPENSE - Pavement Corings		$ 1,500.00
	Total:	**$ 25,540.00**

We have the capability of completing the project in an efficient manner and ahead of schedule.

KELLER & KIRKPATRICK - ESTIMATE SHEET - DESIGN (K&K)

Project Name:	MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS
Description:	BETWEEN THE WESTERLY TERMINUS OF MANHATTAN AVENUE NEAR ROUTE 1 & 9 AND SHERMAN AVENUE.
Client:	CITY OF JERSEY CITY
Location:	CITY OF JERSEY CITY
Date:	November 21, 2014

K&K Job Title	Sr. Project Manager	Design Engineer	Senior Designer	Designer	Professional Surveyor	Party Chief	Transitman	Technical Typist	Task Totals
K&K Employee Name	Arthur Elias	Mike Wallo	Salvatore Constantino	Jake Taylor	Mike Manning	David Schabacker	Tom Marotta	Ronnie Martinelli	
Grade	PVIII	PIV	PII	PI	PV	ET-2	PVIII		
JOB TASK									
1. Base Map Preparation	2			48	2	12	12		76
2. Pavement Analysis	1	4		3					8
3. Contract Documents Preparation	28	20	40	80				6	174
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
Hours	31	24	40	131	2	12	12	6	258
Rate	$ 160.00	$ 110.00	$ 95.00	$ 80.00	$ 120.00	$ 85.00	$ 50.00	$ 50.00	
Direct Labor Costs	$ 4,960.00	$ 2,640.00	$ 3,800.00	$ 10,480.00	$ 240.00	$ 1,020.00	$ 600.00	$ 300.00	$ 24,040.00

PROJECT TOTAL		$ 24,040.00

KELLER & KIRKPATRICK, INC.

CONSULTING ENGINEERS·SURVEYORS·PLANNERS·LANDSCAPE ARCHITECTS
MORRIS PLAINS, NEW JERSEY

HOURLY BILLING RATES FOR

CITY OF JERSEY CITY

PRINCIPAL ENGINEER	$ 160.00
SENIOR PROJECT MANAGER	$ 145.00
PROJECT ENGINEER	$ 110.00
SENIOR DESIGNER	$ 100.00
DESIGNER	$ 85.00
ENGINEERING TECHNICIAN	$ 70.00
PROFESSIONAL SURVEYOR/PROJECT MANAGER	$ 130.00
PROJECT SURVEYOR	$ 100.00
SURVEY PARTY CHIEF	$ 95.00
SURVEY TRANSITMAN	$ 70.00
SURVEYING TECHNICIAN	$ 70.00
PROFESSIONAL LANDSCAPE ARCHITECT	$ 130.00
INSPECTOR	$ 90.00
TECHNICAL TYPIST	$ 60.00

Rates Subject to Change Annually

Civil / Structural Engineering • Surveying • Land Planning • Landscape Architecture

Keller & Kirkpatrick, Inc.

Matthew L. Martini, P.L.S., P.P., President

Kevin S. Bogerman, P.L.S.
Robert E. Bratt, P.E., P.P.
Andrew Cangiano, P.E., P.P.
Zelin Chen, P.E.
Arthur J. Elias, P.E., P.P.
Edward J. Formichella, P.L.S., P.P.
Kelly-Ann Kimiecik, P.E.
Werner A. Mall, P.L.S.
Michael J. Manning, P.L.S., P.P.
Donald A. Scott, P.E., P.P.
Paul M. Szmaida, P.L.A.
William E. Thomas, P.L.S., P.P.
Michael A. Wallo, P.E.

November 21, 2014

VIA OVERNIGHT DELIVERY
Chris Piersa, P.E., Principal Engineer
City of Jersey City - Dept. of Administration
Division of Architecture, Engineering, Traffic & Transportation
575 Route 440
Jersey City, NJ 07305

RE: Request for Proposal for
Manhattan Avenue Streetscape Improvements
Jersey City Project #14-003

Dear Mr. Piersa:

Enclosed please find our response to the City's RFP as referenced above.

Project Description

The project limits extend the entire length of Manhattan Avenue, which is approximately 4,600 feet. The project includes spot repairs to existing curbing, installation of granite block curbing, full depth roadway reconstruction, concrete/bituminous driveway aprons removal and replacement, replacement of inlet heads and grates, restoration of affected portions of intersecting driveways, traffic line striping, and site restoration including sod and/or seeding of lawn areas.

Professional services will include base map preparation, engineering design, and the preparation of construction plans, technical specifications, and bid documents suitable for the public bid.

We believe we have a clear understanding of the goals of this project.

The scope of work consists of two (2) tasks. The following is our approach to completing each of these tasks:

Task I – Base Map Preparation

A. An accurate map of existing conditions will be prepared which will include sufficient length of intersecting streets and driveways to assure adequate data for design of the required improvements.
B. The plans will include planimetric drawings depicting the location of existing driveways, curbs, curb cuts, storm sewer structures with invert elevations, pole, walls, trees, and other utilities.

C. Right-of-way and property lines will be shown in accordance with available deeds, filed maps, and tax map information on file in the Township offices.

Task II – Preliminary/Final Design Plans and Bid Documents

A. Before commencing the design, we will meet with you to review the project goals and specific requirements. We will coordinate our efforts with the City Engineering Department throughout the project.

B. We will determine appropriate locations to obtain pavement cores and procure a geotechnical firm to drill the cores and provide a log of each core.

C. We will observe street lighting on Manhattan Avenue under night conditions. Recommendations will be made, if appropriate, for augmented lighting coverage.

D. We will prepare preliminary engineering plans at a scale of 1"=30', utilizing the base map information prepared under Task I.

E. The preliminary plans and a preliminary cost estimate will be submitted to the City Engineer for review.

F. After we meet with the City Engineer to review the preliminary plan submission, the plans will be finalized and specifications developed. A final Engineer's Estimate of Construction will also be prepared.

G. We will submit the Plans, Specifications, and Engineer's Estimate to the NJDOT, Bureau of Local Aid for approval.

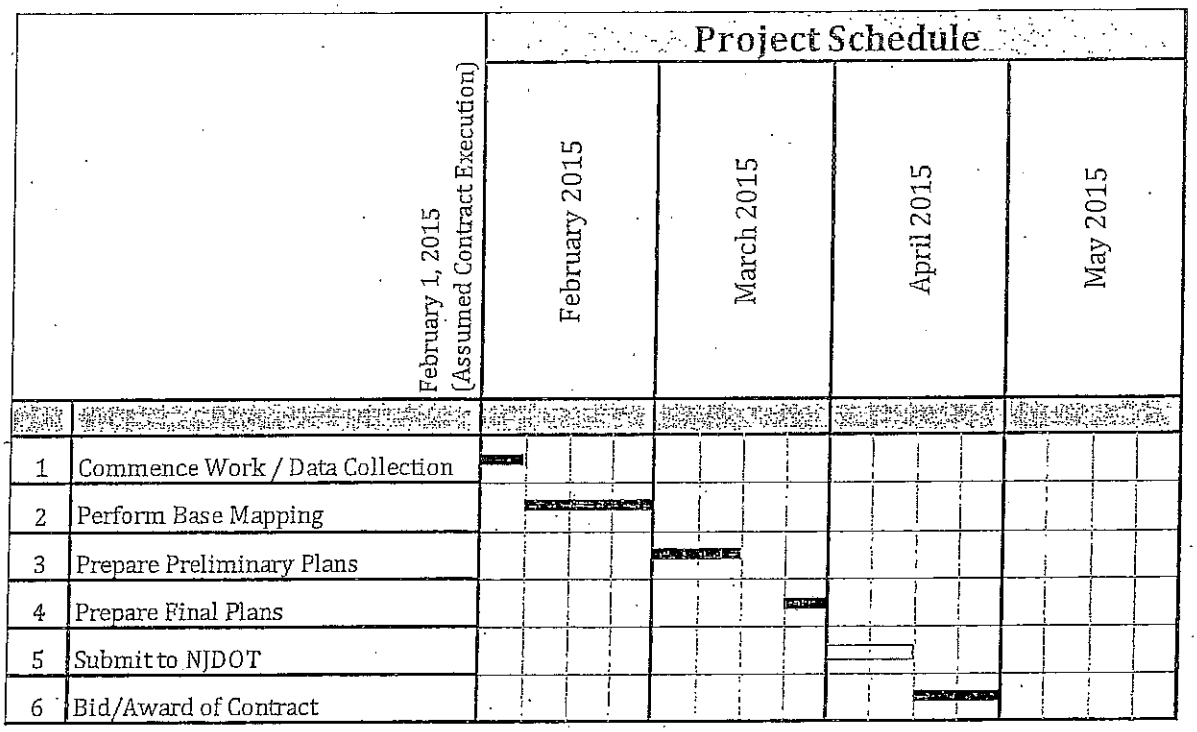
H. All design criteria will comply with the current NJDOT and MUTCD specifications.

I. The required deliverables, as described in the RFP, will be submitted to the City.

Schedule

We can begin work within seven (7) days of contract execution.

Your RFP indicated that the design services contract would be awarded in January 2015, and the completion of the contract documents is May 31, 2015. We have assumed a February 1, 2015 contract execution, and prepared the following schedule:



Should you have any questions, please contact me at my direct line at 973-434-8345.

Very truly yours,

Arthur J. Elias, P.E., P.P., C.M.E.
Director of Engineering

AJE/rem
m:\proposal\aje\jersey city\manhattan avenue - 11-21-14\manhattan avenue streetscapte impr. 11-21-14.docx
cc: Matthew L. Martini

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4411 | F: 201 547 5806

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

RFP QUESTIONAIRE (MANHATTAN AVE. STREETSCAPE IMPROVEMENTS)

Name of Company: Keller & Kirkpatrick, Inc.
Address: 301 Gibraltar Drive - Suite 2A
Morris Plains, NJ 07950

1.) List NJDOT projects in which your company has completed the primary design work for within the last 3 years? Please provide a list of projects with an estimated construction cost.

Caldwell Place Improvements, Springfield, NJ - $230,000
Reconstruction of Buena Vista Road, Cedar Grove, NJ - $285,000
Daniel Street Improvements, Rockaway Twp., NJ - $285,000
Improvements to Lake Denmark Road, Rockaway Twp., NJ - $340,000
Berkeley Avenue Improvements, Orange Twp., NJ - $265,000
Resurfacing of Orange Avenue, Irvington, NJ - $150,000
Reconstruction of Perry Street & Bank Street, Trenton, NJ - $465,000

2.) Provide a list of personnel including names and titles of those individuals who have NJDOT experience that will be available to work on the aforementioned project.

Arthur J. Elias, PE, PP, CME - Director of Engineering
Andrew Cangiano, PE, PP - Assistant Director of Engineering
Michael A. Wallo, PE, CME - Project Engineer
Jacob P. Taylor, EIT - Designer
Salvatore M. Constantino - Sr. Draftsperson/CADD

(attach additional sheets if needed)

Prepared by: Arthur J. Elias, PE, PP, CME
Director of Engineering
(Print Name & Title)

Arthur J. Elias
(Signature)

November 14, 2014
(Date)

02/04/09

Taxpayer Identification#

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
KELLER & KIRKPATRICK, INC.

TRADE NAME:

ADDRESS:
301 GIBRALTAR DR
MORRIS PLAINS NJ 07950-3409

SEQUENCE NUMBER:
1462428

EFFECTIVE DATE:
01/26/09

ISSUANCE DATE:
02/04/09

Director
New Jersey Division of Revenue

FORM-BRC

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am President

of the firm of Keller & Kirkpatrick, 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)
Matthew L. Martini

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 2 OF 2014

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2017/05/30

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

Ronnie E. Martinelli
NOTARY PUBLIC OF NJ
Commission Expires May 30, 2017

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
Greenman-Pedersen, Inc.	325 West Main Street, Babylon, NY 11702	100%

SIGNATURE : _____

Matthew L. Martini

TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 2 OF 2014

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2017/05/30

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

Ronnie E. Martinelli
NOTARY PUBLIC OF NJ
Commission Expires May 30, 2017

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Matthew L. Martini, President

Representative's Signature: _____

Name of Company: Keller & Kirkpatrick, Inc.

Tel. No.: 973-434-8325 **Date:** December 2, 2014

Certification 3556

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1:1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2009 to 15-JAN-2016

KELLER & KIRKPATRICK, INC.
301 GIBRALTER DRIVE
MORRIS PLAINS NJ 07950

State Treasurer

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Matthew C. Martini, President
Representative's Signature:
Name of Company: Keller & Kirkpatrick, Inc.
Tel. No.: 973-434-8325 **Date:** December 2, 2014

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: Keller & Kirkpatrick, Inc.

Address: 301 Gibraltar Drive - Suite 2A, Morris Plains, NJ 07950

Telephone No.: 973-377-8500

Contact Name: Matthew L. Martini, President

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Keller & Kirkpatrick, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding December 2, 2014 (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 Keller & Kirkpatrick, 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: Keller & Kirkpatrick, Inc.

Signed _____ Title: President

Print Name Matthew L. Martini Date: December 2, 2014

Subscribed and sworn before me
this 2nd day of Dec., 2014.
My Commission expires: May 30, 2017

(Affiant)
Matthew L. Martini, President
(Print name & title of affiant) (Corporate Seal)

Ronnie E. Martinelli
NOTARY PUBLIC OF NJ
Commission Expires May 30, 2017

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

14-001

14 JUN -6 AM 9:27

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O.Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor
KIM GUADAGNO
LT GOVERNOR

JAMES S. SIMPSON
Commissioner

June 03, 2014

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

Re: Various Streeets – 2014 – Jersey City
Jersey City, Hudson County
2014 Municipal Aid Program

Dear Mayor Fulop:

Enclosed is one copy of the executed Agreements approved by the Department of Transportation for the above referenced project in the amount of **$1,073,590.00**.

This project will be funded from the New Jersey Transportation Trust Fund Authority Act. State participation in the cost of the project is limited to 100 percent of the cost of the completed construction work including construction supervision, inspection and material testing, or the amount of the allotment, whichever is less.

The construction contract must be awarded within 18 months from the date of the execution of the Agreement. Failure to make an award by **11/21/15** or to comply with the requirements of the Municipal Aid Regulations 16:20B and the Terms and Conditions of Grant Agreement for State Aid to Counties and Municipalities will jeopardize the use of State funds on this project. It is further noted that the project must be in compliance with the Americans with Disabilities Act, ADA, requirements for accessibility. The Municipal Aid Regulations and terms and conditions can be found on the Local Aid Website at:

www.state.nj.us/transportation/business/localaid/pubs.shtm

Through the approval of this agreement and all future agreements, the sponsor is required to provide phased submission updates that are to be tracked through the on-line SAGE System in accordance with the State Aid Checklist (see attached) for this project. Please note, that the Sponsor is responsible for continued updates with respect to the construction administration/ management phase of the project in the SAGE System. The preparation of contract documents shall use the 2007 Standard Specifications as amended by the 2011 Special Provisions for Local Aid Projects. All requirements of this program can be found in the State Aid Handbook, available at the above website.

If you have any questions regarding the above, please contact me at 973-877-1500.

Sincerely,

Eileen Schack
Acting Manager
Bureau of Local Aid – District 2

C: Municipal Clerk
Municipal Engineer

Attachments

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

City Clerk File No. Res. 14.821

Agenda No. 10.Z.16

Approved: DEC 17 2014

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO BOSWELL ENGINEERING (BOSWELL), FOR THE IMPLEMENTATION OF THE OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE FOR THE YEAR 2015, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

WHEREAS, the City of Jersey City (City) has assumed the ownership of the PJP Landfill site located adjacent to the Pulaski Skyway and the operation and maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan); and

WHEREAS, the City requires the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site for the year 2015, Project No. 10-018; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in April 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, BOSWELL ENGINEERING (BOSWELL) submitted a Qualification Statement in response to the City's 2012 RFQ; and

WHEREAS, BOSWELL is a pre-qualified environmental and engineering firm that provides environmental and civil engineering services for projects, such as the Implementation of Operation & Maintenance Plan for the PJP Landfill Site, and

WHEREAS, in response to the City's request for a proposal, BOSWELL submitted the attached proposal dated November 10, 2014 in the amount of One Hundred Fifty Eight Thousand, Three Hundred Dollars and Zero Cents ($158,300.00); and

WHEREAS, the total contract amount for professional environmental and engineering services for the implementation of the O&M Plan for the PJP Landfill Site for the year 2015, Project No. 10-018, shall be for a sum not to exceed One Hundred Fifty Eight Thousand, Three Hundred Dollars and Zero Cents ($158,300.00); and

WHEREAS, funding in the amount of One Hundred Fifty Eight Thousand, Three Hundred Dollars and Zero Cents ($158,300.00) is available for this expenditure from:

Account No. 04-226-55-000-037 Requisition #0168303 P.O. # 115501 Amount $158,300.00

Contingency 20%:
Account No.04-226-55-000-037 Requisition #0168304 P.O. # 115502 Amount $31,660.00

Total Amount: $189,960.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A 19:44A-20.4 et seq.; and

WHEREAS, BOSWELL 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, pursuant to N.J.S.A. 40A:11-15(9) the term of the contract will be for twenty (20) months because BOSWELL needs to complete four quarters environmental monitoring at the site and submit the 2015 Annual Monitoring Report to NJDEP for review and approval.

City Clerk File No. Res. 14.821

Agenda No. 10.Z.16 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO BOSWELL ENGINEERING (BOSWELL), FOR THE IMPLEMENTATION OF THE OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE FOR THE YEAR 2015, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with BOSWELL, to provide environmental and engineering services for a total contract amount not to exceed $158,300.00;

2. The term of the contract shall be twenty (20) months with a final completion date of August 31, 2016;

3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);

4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;

5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;

6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

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

Account No. 04-226-55-000-037 Requisition #0168303 P.O. # 115501 Amount $158,300.00

Contingency 20%:
Account No. 04-226-55-000-037 Requisition #0168304 P.O. # 115502 Amount $31,660.00

Total Amount: $189,960.00

Approved: Shyue-Cheng Huang
Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

_____
Robert Byrne, City Clerk

CITY OF JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE	:	December 2, 2014
TO	:	Rolando L. Lavarro Jr., Council President and Council Members
FROM	:	Stanley S.C. Huang, Municipal Engineer Brian Weller , Director, Division of Architecture & Engineering
SUBJECT	:	Continued Implementation of O&M Plan – PJP Landfill Jersey City Project No. 10-018 Resolution to Award Contract to Boswell Engineering

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, City requires the professional services of an environmental and engineering firm to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site for the year 2015, Project No. 10-018.

We issued request for proposal to three companies on October 7, 2014. Two bids were received for this project:

1) Boswell Engineering, 330 Phillips Avenue, South Hackensack, NJ 07606, $158,300.00
2) Arcadis U.S., Inc., 17-17 Route 208 North, Fair Lawn, NJ 07410 $240,500.00
3) Pennoni Associates, Inc., Edison, NJ 08837 no response

Based on our analysis, we recommend Boswell Engineering be awarded with this contract.

Following are the sources of funding for this project:

1)	Dedicated Liability Account	$158,300.00
2)	Dedicated Liability Account (20% contingency)	$ 31,660.00
	Total:	$189,960.00 (including contingency cost)

Attached for your consideration is the Resolution authorizing the award of a contract to Boswell Engineering with the amount of $189,960.00 (including contingency cost) for the subject project.

Shyue Cheng (Stanley) Huang
Municipal Engineer

Brian Weller
Director, Div. of Architecture & Engineering

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO BOSWELL ENGINEERING (BOSWELL), FOR THE IMPLEMENTATION OF THE OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE FOR THE YEAR 2015, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture , Engineering , Traffic & Transportation
Name/Title	Lichuan Wanag	Principle Engineer
Phone/email	201 547-5072	Lichuan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, City requires the professional services of an environmental and engineering firm to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site for the year 2015, Project No. 10-018.

Cost (Identify all sources and amounts)

Dedicated Liability Account
04-226-55-000-037 - $189,960.00

Contract term (include all proposed renewals)

Twenty (20) months

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

The implementation of this program will comply with NJDEP requirements and promote the development of a park at this location.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

RESOLUTION FACT SHEET

1. **Full Title of Resolution Agreement:**
   Resolution authorizing the award of a professional engineering services contract to Boswell Engineering (Boswell) for the implementation of operation and maintenance plan (O&M plan) at the PJP landfill site for the year 2015, project No. 10-018, for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation

2. **Name and Title of Person Initiating the Resolution:**
   Lichuan Wang, P.E.

3. **Concise Description of the Program, Project or Plan Proposed in the Resolution:**
   The City requires the continued professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site.

4. **Reasons (Need) for the Proposed Program, project, etc:**
   The implementation of the O&M Plan is required by NJDEP and is part of the environmental services associated with the transition of the PJP Landfill Site to the City of Jersey City (City).

5. **Anticipated Benefits to the Community:**
   The implementation of this program will comply with NJDEP requirements and promote the development of a park at this location.

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

   Total Base Contract Amount to hire a consultant to implement the O&M Plan. $158,300.00

Funding Source	Amount
Account No. 04-226-55-000-037	$158,300.00
Contingency 20%: Account No.04-226-55-000-037	$31,660.00
	Total Amount: $189,960.00

7. **Date Proposed Program or Project will Commence:**
   January 1, 2015

8. **Anticipated Completion Date:**
   August 31, 2016

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

Lichuan Wang, P.E.	201-547- 5072	
NAME	TELEPHONE	EVENING

10. Additional Comments:

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

Shyue Cheng Huang — 12/2/14

Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer — Date

12.5.14

Brian Weller, Director,
Div. of Architecture, Engineering, Traffic & Transportation — Date

Robert Kakoleski, Director, Business Administrator — Date

AGREEMENT

Agreement made this day of , 2014 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and BOSWELL ENGINEERING, 330 Phillips Avenue, P.O. Box 3125, South Hackensack, NJ 07606, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (CITY) has assumed the ownership of the PJP Landfill from Waste Management, Inc. (WMI) and the operation and maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan); and

WHEREAS, the CITY requires the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site, Project No. 10-018; and

WHEREAS, CONSULTANT submitted a proposal dated November 10, 2014 in the amount of One Hundred Fifty Eight Thousand, Three Hundred Dollars and Zero Cents ($158,300.00) for the year 2015; and

WHEREAS, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to the implementation of the O&M Plan for the PJP Landfill Site.

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

COPY

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with services to implement the O&M Plan for the PJP Landfill Site for the year 2015, Project No. 10-018.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated November 10, 2014 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twenty (20) months commencing upon the execution of this agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated November 10, 2014 in the amount of One Hundred Fifty Eight Thousand, Three Hundred Dollars and Zero Cents ($158,300.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION ($1,000,000.00) DOLLARS per occurrence and TWO MILLION ($2,000,000.00) DOLLARS in aggregate combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION ($1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE MILLION ($1,000,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION ($2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City

as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 10-018.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

ARTICLE X
Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI
Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds $36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or

c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII
Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII
Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said

agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV
Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV
P.L. 2004, c.57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION REQUIREMENTS
Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

_____

ROBERT J. KAKOLESKI
Business Administrator

Date: _____

ATTEST:

_____

ROBERT BYRNE
City Clerk

Date: _____

ATTEST:

_____

BOSWELL ENGINEERING

BY: _____

NAME
TITLE

APPROVED AS TO LEGAL FORM

_____

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

_____

Mathew Hogan
Risk Manager

BOSWELL ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
EST. 1924
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

VIA ELECTRONIC AND REGULAR MAIL

October 22, 2014
(revised November 10, 2014)

Mr. Shyue Cheng Huang, P.E.
City of Jersey City
Department of Business Administration
Division of Architecture, Engineering,
Traffic and Transportation
13 Linden Avenue East
Jersey City, NJ 07305

Re: Operations and Maintenance Service for 2015
Marion Greenway Park
(Portion of Former PJP Landfill)
400 Sip Avenue, Routes 1 and 9
City of Jersey City
Hudson County, New Jersey
Our File No. PR-14-6170

Dear Mr. Huang:

Boswell Engineering (Boswell) is pleased to provide this proposal for the necessary environmental engineering services to provide operation and maintenance services for 2015 at the above referenced site. It is our understanding that the City of Jersey City (City) has assumed the ownership of the PJP Landfill Site (Site) and the operation and maintenance responsibilities.

Based upon the information provided Boswell will provide the following:

1. Perform annual inspection of the landfill cap cover system, surface water control system drainage channels, Sip Avenue Ditch, security fence, and the Hackensack riverbank.

2. Perform annual inspection of passive landfill gas vents and provide field measurements of landfill gases for lower explosive limit (LEL) at eight (8) passive gas vents.

3. Collect quarterly groundwater, sediment and surface water samples.

4. Prepare an Annual O&M Report summarizing the above activities.

SCOPE OF WORK

All work will be conducted in accordance with the sites approved Operation & Maintenance (O&M) Plan, prepared by Golder Associates, Inc., (Golder). All Boswell and subcontractor personnel possess the requisite OSHA Health and Safety training and medical monitoring in accordance with 29 CFR 1910 and 1926. Moreover, we would like to bring to the City's attention that we have been performing a similar scope of work for other municipal landfills for the past 6-years and are familiar with the necessary scope of work.

Task 1 - Quarterly Groundwater, Sediment and Surface Water Sampling/ Annual Vent Sampling

Under Task 1, Boswell will collect quarterly groundwater and surface water samples from six (6) shallow monitoring wells and five (5) surface water/sediment sample locations at the site. The wells will be purged and sampled using existing dedicated Well Wizard® sampling pumps in accordance with USEPA low-flow sampling procedures and the O&M Plan. The groundwater sample results will be compared with the NJDEP Groundwater Quality Criteria and Vapor Intrusion Groundwater Soil Screening Levels (VIGWSSL).

The surface water and sediment samples will be collected along the Sip Avenue Ditch and Hackensack River at the locations shown on Figure 2 of the Golder O&M Plan.

Under this task Boswell will also provide the necessary equipment to record field measurements for temperature, pH, specific conductance, ORP, dissolved oxygen and turbidity. **It should be noted that Boswell is certified by the NJDEP (ID# 02051) to perform field measurements for the aforementioned parameters.**

Our estimated fee for the above referenced work is approximately **$24,000.00.**

In addition to the Boswell fee there will be contractor costs as set forth below.

Subcontracted Laboratory

All sample analysis will conform to the appropriate United States Environmental Protection Agency (EPA) Method, with results reported in the New Jersey Tier II Reduced Deliverables Format.

An **estimated** number of samples, including duplicates and blanks required by the NJDEP, with the subcontracted laboratory quoted fees are as follows:

Groundwater

7 Groundwater Samples for VOC, Metals, TSS, TDS, Chloride analysis @ $305/sample x 4 events (quarterly)	$8,540.00
7 Groundwater samples for SVOC analysis @ $270.00/sample x 2 events (semi-annual)	$3,780.00
2 Trip Blank Samples for VOC analysis @ $110.00/sample x 4 events	$880.00
1 Field Blank Sample (if necessary) for VOC and metals analysis @ $230.00/sample x 4 events	$920.00
1 Field Blank Sample (if necessary) for SVOC analysis @ $270.00/sample x 2 events	$540.00

Surface Water

5 Surface Water Samples for VOC, Metals, TSS, TDS and hardness analysis @ $305/sample x 4 events (quarterly)	$6,100.00
5 Surface Water Samples for SVOC analysis @ $270.00/sample X 2 events (semi-annual)	$2,700.00

Sediment

5 Sediment Samples for VOC and Metals @ $230/sample x 4 events (quarterly)	$4,600.00
5 Sediment Samples for SVOC analysis @ $270.00/sample X 2 events (semi-annual)	$2,700.00

The estimated cost for the subcontractor is approximately **$31,000.00.**

BOSWELL
ENGINEERING

Sample Equipment

The estimated cost for the low-flow sampling equipment, personal protection equipment, and miscellaneous expenses (field vehicle, tolls) is **$1,200 per sample event** or **$4,800 for the year** (4-events).

Gas Vent Sampling

Under this Task Boswell will also monitor landfill gases for Lower Explosive Limit (LEL) at eight (8) existing landfill gas vents. One (1) air sample will be collected from three (3) selected vents. The selection of vents will be based on airflow and/or readings from the landfill gas meter. The vent sample will be analyzed for methane and volatile organic compounds (VOC). The inspection and monitoring will be conducted in the spring. The information collected during the inspection of the landfill gas vents will be documented in the field inspection form contained in the O&M Plan. Boswell will provide a summary of the LEL results in comparison to the site action levels and previous monitoring results.

Our estimated fee to conduct the gas monitoring is **$1,500.00.**

In addition to the Boswell fee the estimated laboratory subcontractor fee is as follows:

Subcontracted Laboratory

1 VOC (method TO-15) sample @ $200.00/sample	$200.00
1 Methane sample @ $75.00/sample	$75.00
Summa Canister with controller	$65.00
Field Technician	$800.00
Sample Equipment	$275.00

The estimated subcontractor fee is **$1,500.00.**

Task 2 - 2015 O&M Report

The results of the inspection and sampling activities will be summarized in an Annual Report submitted to the City's Project Manager by March of the year following the end of the reporting period.

Our fee to prepare the Annual Report is **$5,500.00.**

Task 3 - Monthly DNAPL Recovery

It is our understanding that Dense Non-Aqueous Phase Liquids (DNAPL) were previously identified in well MW-12S during the December 2012 sampling event. The DNAPL was analyzed and found to contain quinolines and other polar oxygen containing compounds. The EPA Five-Year Review Report indicates that these constituents are indicative of a dye and are likely a combination of industrial and medical waste. Based on the presence of DNAPL and the proximity of the well to the Hackensack River the NJDEP requires monthly gauging and product recovery (if necessary). Therefore, under this task Boswell will conduct monthly gauging and product recovery if DNAPL is noted to accumulate.

The estimated fees and costs are as follows:

Boswell

Well gauging and contractor oversight (if necessary) @ $1,500/month x 8 months	$12,000.00

Contractor (if necessary)

1 Vac Truck @$875.00/day x 12 days	$10,500.00
Liquid Disposal (assume 500-gallons non-hazardous) @$2.00/gallon x 500 gallons x 12 events	$12,000.00

Sample Equipment

$250/event x 12 events	$3,000.00

The total estimated Boswell fee is **$12,000.00.** Please note that we have included our fee for eight (8) events since we will already be onsite for quarterly gas vent sampling for four (4) events as discussed under Task 1. The total estimated contractor costs for Task 3 are **$25,500.00.**

Task 4 - Skyway Park Coordination (if necessary)

Under this task Boswell will provide the necessary coordination with the New Jersey Department of Transportation (NJDOT) during the ongoing repair of the overhead Pulaski Skyway. It is our understanding that NJDOT may need to access the site during certain phases of their rehabilitation

work. It is also our understanding that their existing project plans do not involve any disturbance to the capped portion of the landfill. This work includes attending meetings and site visits as necessary. For the purposes of the proposal we have assumed four (4) hours per month for a total of 48 hours. Our estimated fee for this task is **$6,000.00**.

Task 5 - Site Inspection (If necessary)

Under Task 5 Boswell will conduct an annual site inspection in the spring pursuant to the O&M Plan. The inspections will be conducted at the following areas:

- Landfill cover system;
- Surface water control system;
- Sip Avenue Ditch;
- Hackensack riverbank;
- Passive gas venting system; and,
- Site security system.

Information collected during the inspection will be documented in the field inspection forms provided in the O&M Plan.

Our estimated fee to conduct the annual inspection and prepare the requisite forms is approximately **$3,500.00**. Our fee includes three (3) copies of the Report, additional copies if necessary will be billed at our current copying rates.

Task 6 - Landfill Corrective Measures (if necessary)

Under this task Boswell will provide construction inspection services during any corrective measures required at the landfill as a result of storm events or vandalism. We will also brief site workers on existing site conditions.

Our estimated fee to provide oversight during any corrective measures at the site is **$10,000.00**. For the purposes of this proposal we have assumed 80 hours of inspection time.

Task 7 - Updated CEA (if necessary)

It is our understanding that a Classification Exception Area (CEA) has been established for the Jersey City portion of the property. If the quarterly groundwater sample data indicates that groundwater conditions have changed we will prepare an updated CEA.

Our fee to revise and resubmit the CEA and complete the necessary NJDEP documentation and forms (if necessary) is approximately **$7,500.00.**

Task 8 - Vapor Intrusion Investigation (if necessary)

The subject property is undeveloped. The closest building to the Jersey City portion of the property is the Hartz building, a large trucking and warehouse facility. Previous groundwater sample results have indicated that that the closest monitoring well to the building (MW-18S) contained benzene and vinyl chloride above the NJDEP VIGWSSL. Jersey City has proposed additional evaluation of the groundwater prior to making the determination to do any further vapor intrusion evaluation. NJDEP and EPA have agreed with this proposal. Therefore, Boswell will compare the quarterly groundwater sample results to the NJDEP VIGWSSLs to determine if the need to conduct a vapor intrusion investigation has been triggered. If a vapor intrusion investigation is triggered then the following subslab soil gas and indoor air samples will be collected in accordance with NJDEP's Vapor Intrusion Guidance.

For the purposes of this proposal we have assumed that five (5) subslab soil gas samples, five (5) indoor air samples and one (1) ambient air sample will be required.

Our estimated fee to conduct the vapor intrusion investigation and prepare a Vapor Intrusion Assessment Report is **$4,500.00.**

In addition to the Boswell fee the estimated laboratory subcontractor fee is as follows:

Subcontracted Laboratory

11 VOC (method TO-15) samples @ $200.00/sample	$2,200.00
11 Summa Canisters with controller	$715.00
Field Technician	$1,500.00
Sample Equipment	$500.00

The estimated subcontractor fee is **$5,000.00.**

Task 9 - Project Management (if necessary)

Under this task Boswell will provide the necessary project management services to coordinate with the City for any required maintenance activities. It is assumed that City employees will perform routine maintenance activities. Therefore, we will also provide training to City's DPW personnel to conduct routine cap inspections.
Our fee for the project management services is approximately **$6,000.00.**

Please note that the exact fee for coordination of any maintenance activities can not be quantified at this time. For the purposes of this proposal we have assumed only minor routine maintenance will be required.

Task 10 - LSRP Program Management (if necessary)

Under this task Boswell will provide the necessary LSRP project management tasks required to coordinate with the City as well as NJDEP and EPA, complete and submit the required LSRP forms, review contractor health and safety submittals/workplans and ensure compliance with the site's O&M Plan.

It is our understanding that an allowance of **$10,000.00** is provided for this task.

FEE AND COST SUMMARY

The following is a summary of the estimated costs associated with the work identified in this proposal. Since the exact level of effort cannot be firmly justified at this time, the work will be performed on a time-and-materials basis in accordance with our standard hourly rate.

TASK	DESCRIPTION	BOSWELL FEE	CONTRACTORS
1	Quarterly Groundwater, Sediment and Surface Water Sampling/Annual Vent Sampling	$25,500.00	$32,500.00 (Lab) $4,800.00 (Equipment)
2	2015 O&M Report	$ 5,500.00	
3	Monthly DNAPL Recovery	$12,000.00	$25,500.00
4	Skyway Park Coordination (if necessary)	$ 6,000.00	
5	Site Inspection (if necessary)	$ 3,500.00	
6	Landfill Corrective Measures(if necessary)	$10,000.00	
7	Updated CEA(if necessary)	$7,500.00	
8	Vapor Intrusion Investigation(if necessary)	$4,500.00	$5,000.00
9	Project Management(if necessary)	$ 6,000.00	
10	LSRP Program Management(if necessary)	$10,000.00	
	SUBTOTALS	**$90,500.00**	**$67,800.00**
	GRAND TOTAL	**$158,300.00**	

The services of all subcontractors are not included in the Boswell fee and should be paid directly by the City of Jersey City to the contractors.

EXCLUSIONS

Services and costs not included in this proposal are summarized as follows:

- Increases in scope of work.
- Additional inspection, investigation, sampling or analysis other than that detailed herein.
- Contractor oversight during any required maintenance or corrective actions.
- More than one (1) additional inspection per year due to a significant storm.
- The design, repair and/or maintenance of the existing systems.

- Design and/or installation of improvements.

In addition to the above, meetings **are not** included in this proposal and will be billed on an hourly basis, if necessary.

AUTHORIZATION

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the project. We will perform this work on a time-and-material basis in accordance with our standard hourly rate schedule (attached) in effect at the time the work is performed.

We wish to thank you for the opportunity of presenting this proposal and look forward to working with the City on this project. Should you have any questions or require anything further, please do not hesitate to contact Frank J. Rossi, LSRP or me.

Very truly yours,

BOSWELL ENGINEERING

Stephen T. Boswell

Stephen T. Boswell, Ph.D., P.E., LSRP

STB/FJR/cr
Attachment

cc: Lichuan Wang, P.E., Principal Engineer
Brian Weller, Director Division of Architecture and Engineering

141110crplrev_si.doc

BOSWELL ENGINEERING

BOSWELL ENGINEERING

Hourly Rate Schedule
Year 2015

Title	Hourly Rate
Project Manager	$190.00
Licensed Site Remediation Professional	$190.00
Project Engineer	$182.00
Senior Engineer	$173.00
Design Engineer	$164.00
Technical Engineer	$156.00
Engineer I	$111.00
Resident Engineer	$164.00
CAD Engineer	$164.00
Draftsperson - Technician	$140.00
Field Crew - Two-Person Team	$251.00
Field Technician	$67.00
Inspector	$156.00
Survey Analyst	$182.00
Draftsperson	$140.00
CAD Operator	$140.00
Senior Environmental Scientist	$190.00
Environmental Specialist	$182.00
Environmental Technician-II	$156.00
Environmental Technician-I	$149.00
Environmental Scientist	$75.00

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(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Stephen T. Boswell, Ph.D., P.E., SECB, LSRP/President

Representative's Signature: Stephen T. Boswell

Name of Company: Boswell Engineering

Tel. No.: 201-641-0770 **Date:** December 4, 2014

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

The contractor and the President of Boswell Engineering, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Stephen T. Boswell, Ph.D., P.E., SECB, LSRP/President
Representative's Signature: Stephen T. Boswell
Name of Company: Boswell Engineering
Tel. No.: 201-641-0770 **Date:** December 4, 2014

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: Boswell Engineering

Address: 330 Phillips Avenue, South Hackensack, NJ 07606

Telephone No. : 201-641-0770

Contact Name: Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
BOSWELL ENGINEERING, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#
0099760

ADDRESS
330 PHILLIPS AVE
SO HACKENSACK NJ 07606

ISSUANCE DATE:
10/03/01

EFFECTIVE DATE:
07/01/66

Patricia A. Chiarchiaro
Director, Division of Revenue

FORM-BRG(08-01)

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

RECEIVED
APR 11 2013
BOSWELL ENGR
SOUTH HACKENSACK

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

New Jersey Is an Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 1502

This is to certify that ~~THE FIRM~~ 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-2013 to 15-JUN-2016

BOSWELL ENGINEERING, INC.
330 PHILLIPS AVENUE
SO. HACKENSACK NJ 07606

Andrew P. Sidamon-Eristoff
State Treasurer

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Boswell Engineering (name of business entity) has not made any reportable contributions in the **one-year period preceding December 4, 2014 (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 City of Jersey City (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: Boswell Engineering

Signed: Stephen T. Boswell Title: President

Print Name: Stephen T. Boswell, Ph.D., P.E., SECB, LSRP Date: December 4, 2014

Subscribed and sworn before me this 4th day of Dec., 2014
My Commission expires:

LUANN BABICZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 10, 2017

James D. Kelly
(Affiant)
James D. Kelly, Secretary
(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.

O:\WPDOCS\JLEN\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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

*Boswell Engineering,Inc.

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Stephen T. Boswell	40 Midland Avenue, Wyckoff, NJ 07481
Bruce D. Boswell	17 Pineview Drive, Waldwick, NJ 07463
Kevin J. Boswell	760 Peach Tree Lane, Franklin Lakes, NJ 07417

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: Boswell Engineering, Inc.

Signed: [signature] Title: President

Print Name: Stephen T. Boswell, Ph.D., P.E., SECB, LSRP Date: December 4, 2014

Subscribed and sworn before me this 4th day of December, 2014

My Commission expires: [signature]

LUANN BABICZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 10, 2017

[signature]
(Affiant)
James D. Kelly, Secretary
(Print name & title of affiant) (Corporate Seal)

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
Stephen T. Boswell	40 Midland Avenue, Wyckoff, NJ 07481	33.33%
Bruce D. Boswell	17 Pineview Drive, Waldwick, NJ 07463	33.33%
Kevin J. Boswell	760 Peach Tree Lane, Franklin Lakes, NJ 07417	33.33%

SIGNATURE : Stephen T. Boswell

TITLE: Stephen T. Boswell, Ph.D., P.E., SECB, LSRP
President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 4, OF 2014

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Margherita M. Faiello

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2017

MARGHERITE M. FAIELLO
A Notary Public of New Jersey
My Commission Expires January 8, 2017

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

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

City Clerk File No. Res. 14.822

Agenda No. 10.Z.17

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE RELOCATION OF VARIOUS DIVISIONS LOCATED AT 1 JOURNAL SQUARE TO 394 CENTRAL AVENUE, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a consulting architectural firm in connection with architectural programming, planning and construction administration for the relocation of various City Divisions from 1 Journal Square to 394 Central Avenue, Jersey City, New Jersey; and

WHEREAS, the City did solicit a Request for Qualifications (RFQ) for General Architectural Services through the fair and open process, and evaluated each firm as to its 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 awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, DMR Architects, a pre-qualified firm submitted a proposal for its services totaling $75,000.00; and

WHEREAS, DMR Architects, Heights Plaza, 777 Terrace Avenue, Hasbrouck Heights, New Jersey 07604 possesses the necessary qualifications to undertake this project and has submitted the attached revised proposal dated November 17, 2014 to provide services for a sum not to exceed $75,000.00; and

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

WHEREAS, these funds are available for this expenditure from Various City Building - Capital Account:

04-215-55-899-991 P.O. No. 115433 $75,000.00

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

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

City Clerk File No. Res. 14.822

Agenda No. 10.Z.17 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE RELOCATION OF VARIOUS DIVISIONS LOCATED AT 1 JOURNAL SQUARE TO 394 CENTRAL AVENUE, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of DMR Architects, for a lump sum fee not to exceed SEVENTY-FIVE THOUSAND 00/100 DOLLARS ($75,000.00) for the contract period of twelve (12) months;

2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

3. A copy of this Resolution shall 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;

4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference shall be placed on file with this resolution; and

5. The award of this contract shall be subject to the condition that DMR Architects provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et-seq.; and

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-899-991 for payment of the above Resolution.

November 25, 2014

RR/ab

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12/17/14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE RELOCATION OF VARIOUS DIVISIONS LOCATED AT 1 JOURNAL SQUARE TO 394 CENTRAL AVENUE, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.

Project Manager

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The services of a Professional Architectural Consultant is needed for Architectural Programming, Planning and Construction Administration services for the relocation of various divisions at 1 Journal Square to 394 Central Avenue.

Cost (Identify all sources and amounts)

$75,000.00 (Various City Buildings)
04-215-55-899-991

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award Non -Fair and Open

If "Other Exception", enter type

Additional Information

Professional design services to be included in this Contract will encompass the following disciplines:

1. Architectural/Mechanical/Electrical/Plumbing Life Safety Design;
2. Construction Drawings and Specifications;
3. Construction Administration and Submittal Review; and
4. Coordination with Telecommunications/Voice/Data with Owner.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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 SERVICES CONTRACT TO DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE RELOCATION OF VARIOUS DIVISIONS LOCATED AT 1 JOURNAL SQUARE TO 394 CENTRAL AVENUE, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.

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

Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation (201) 547-5900

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

Professional design services to be included in this Contract will encompass the following disciplines:

1. Architectural/Mechanical/Electrical/Plumbing Life Safety Design;
2. Construction Drawings and Specifications;
3. Construction Administration and Submittal Review; and
4. Coordination with Telecommunications/Voice/Data with Owner.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

The services of a Professional Architectural Consultant is needed for Architectural Programming, Planning and Construction Administration services for the relocation of various divisions at 1 Journal Square to 394 Central Avenue.

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

Account No. 04-215-55-899-991 for a total cost not to exceed SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00).

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

Upon notification of award

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Approximately twelve (12) months.

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR	11-26-14 DATE
SIGNATURE OF DEPARTMENT DIRECTOR	DATE
SIGNATURE OF PURCHASING AGENT	DATE

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4411 - 201 547-4412

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : November 26, 2014

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

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation

SUBJECT : Various Divisions Relocation from 1 Journal Square to 394 Central Avenue
Project No. 2014-028
Re: DMR Architects

Attached for your consideration is the Resolution authorizing the award of a contract to DMR Architects in connection with architectural programming, planning and construction administration services for relocation of various divisions from 1 Journal Square to 394 Central Avenue project. DMR Architect's services include the following:

1. Architectural/Mechanical/Electrical/Plumbing Life Safety Design;
2. Construction Drawings and Specifications;
3. Construction Administration and Submittal Review; and
4. Coordination with Telecommunications/Voice/Data with Owner.

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

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

AGREEMENT

Agreement made this day of 2014, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **DMR Architects, Heights Plaza, 777 Terrace Avenue, 6th Floor, Hasbrouck Heights, New Jersey 07604**("CONSULTANT").

WHEREAS, the City requires the services of a **professional Architectural Consultant** in connection with the **Various Divisions Relocation from 1 Journal Square to 394 Central Avenue.**

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **relocation of various City Divisions from 1 Journal Square to 394 Central Avenue, Jersey City, New Jersey 07307.**

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

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Architectural** services in connection with **Various Divisions Relocation from 1 Journal Square to 394 Central Avenue.**

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Architectural** services in accordance with the Request for Qualifications (RFQ) prepared by the Division of Architecture dated **April, 2014** and the revised proposal prepared by the CONSULTANT dated **November 17, 2014.**

COPY

2. Such described services shall be performed during a period of **twelve (12) months**.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, then those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated **November 17, 2014** with a total cost not to exceed **Seventy-Five Thousand ($75,000.00) Dollars**.

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 **Various Divisions Relocation from 1 Journal Square to 394 Central Avenue, Project No. 2014-028.**

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 is 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

CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract will be awarded in accordance with the City of Jersey City's Contractor Play-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, not will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

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

CITY OF JERSEY CITY

_____
ROBERT KAKOLESKI
Business Administrator

Date: _____

ATTEST

_____
ROBERT BYRNE
City Clerk

Date:_____

ATTEST:

_____

DMR Architects

BY:_____

APPROVED AS TO LEGAL FORM

_____
RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

_____
MATT HOGAN
Risk Manager

DMR
ARCHITECTURE
PLANNING
ENGINEERING
INTERIORS
CONSULTING

November 12, 2014
Revised November 17, 2014

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

Re: Architectural Proposal
Relocation of Various Departments of the City
At 394 Central Avenue Jersey City, New Jersey 07306

DMR Project No.: M2014-220

Dear Mr. Weller:

We are pleased to submit this proposal for architectural and engineering services for the above referenced project; this proposal is based on the site meeting on November 6th.

Project Understanding

The municipality of Jersey City is considering relocating Department Parking Authority, Purchasing, Accounts and Control, Information Technology, Treasury, Pension, and Payroll departments to the 394 Central Avenue in Jersey City, NJ. The approximately 10,125 square feet space is divided on second, third and fourth floor of the building; the scope will include demolition, interior partition, demising wall, doors, casework, interior finishes, new toilets, ceiling and lighting. The existing MEP system will be re-used and re-distributed as required to meet the renovated space. This proposal is based on utilizing the existing HVAC system on the 2nd floor and providing new systems for the 3rd and 4th floors. Packaged RTU's are anticipated. We will design the necessary modifications to existing distribution ductwork, air devices, etc. to accommodate the needs of the fitout. We will design an exhaust system for the toilet rooms, etc. We will design a stand-alone split system to accommodate the 24/7 cooling requirements of the server room. The automatic temperature control system will be modified in accordance with the clients' requirements. Fire Protection design will involve relocating sprinkler heads as required by the renovation.

The Electrical system will include normal power, emergency power, lighting, and data/telecommunications. The electrical service is assumed to have adequate capacity to satisfy the new space requirements. We will provide power distribution design to accommodate the proposed space plan improvements, HVAC equipment and other owner-specified equipment. New power feeds will be designed from the existing (sub-metered) electric service and distribution panels. Power requirements of owner-supplied equipment shall be provided to us during the Design Development phase of the project. Distribution of power to HVAC, Plumbing, office equipment, etc. is included. We will design the necessary modifications to the existing fire alarm system to accommodate the new space plan. We will indicate relocation & specification of new devices where required. We will design the necessary network cabling from point-of-use, back to a designated IT/Data Room only. Security Alarm,

Heights Plaza 777 Terrace Avenue, 6th Floor, Hasbrouck Heights, 07604
T 201.288.2600 F 201.288.2662 www.dmrarchitects.com

Access Control, CCTV, Intercommunications/Paging Systems, Cable TV and Internet Access are excluded. Conduit and junction boxes, for the above, will be specified based on locations provided by the Owner. The design to accommodate the relocation of the generator from the existing site to this location is included.

Architectural Basic Services:

The following architectural services will be provided based on the following phases of work:

Existing Conditions Survey & Program Verification:

- Utilizing all available existing documentation, DMR will survey the space to gather existing condition information, beyond what was surveyed as part of the previous project done by DMR. This includes documenting existing wall locations, types, ceiling grids and lighting layouts, as well as electrical poke-through and other visible information needed to complete the project. As we understand, this project will attempt to re-use certain areas and components of the existing space, so the level of detail required for this effort will support this requirement.

- DMR will do programming which we will utilize for this phase. We will also need additional information specific to each department's requirements and special needs. DMR will work with City of Jersey City's designated manager to verify the program. At the completion of this phase, DMR will review the program documents with City of Jersey City for completeness and approval. This will then become the basis for our space planning phase.

Schematic Design:

- Based on the approved programming documentation, DMR will prepare a Schematic Plans locating partitions, doors, locations of millwork, identification of rooms/spaces as called for in the approved programming document, locations of major equipment items (i.e.: file room, copiers, vending machines, etc.), simple graphic representation of open-area workstations (for purposes of space allocation only), and other items as deemed necessary by DMR to sufficiently represent the intent of the Space Plan.

- Revisions (where required) shall be directed by City of Jersey City and provided to DMR as a marked-up copy of the Space Plan. DMR will make necessary revisions and re-submitted for final approval. DMR anticipate providing up to two revisions for this phase.

- DMR will work with City of Jersey City to develop a construction budget for City of Jersey City review and approval. This preliminary budget will be completed at the completion of the space planning phase.

Design Development:

Upon approval from the City of Jersey, DMR Team will produce Design Development Documents based on the approved Schematic plans.

- DMR will present finish selections for all finish materials. DMR finish selection can be coordinated with City of Jersey City's furniture finishes provided those finish are offered for consideration with the initiation of the Design Development Phase. DMR will present the finish selections to City of Jersey City in "loose format", for review and selection. Upon selection of all finishes, DMR will prepare a finish board for City of Jersey City use and distribution. Revisions (where required) shall be re-submitted for final approval.
- DMR will develop final casework plans and Interior elevations and prepare casework specifications and schedule for bidding.
- DMR will make code adjustments to schematic design.
- We anticipate one meeting during this phase and a maximum of two finish schemes or options, with one revision.

Construction Documents:

DMR will develop construction drawings and specifications based upon approved Design Development documents suitable for competitive bidding, and for review by the local building authorities for building permits, and for subsequent construction of the project by the City of Jersey City.

- **Construction Plan:**
  - Consisting of dimensioned floor plan(s) and schedules, indicating the locations and types of partitions, doors, frames, hardware, and millwork.
- **Engineering Drawings:**
  - DMR Architects will coordinate with engineering discipline (mechanical, plumbing, electrical, & security and technology engineering), DMR will provide for all required utilities to all equipment. Consisting of plan(s) indicating the location of power, telephone and data communication outlets, based upon criteria provided by the City's representatives.
- **Reflected Ceiling Plan:**
  - Consisting of plan(s) indicating the location and type(s) of ceilings, ceiling heights, locations and types of light fixtures, light switch locations, and exit lights.
- **Finish Plan:**
  - Consisting of plan(s) indicating the location and type(s) of finishes for flooring, wall finishes ceilings, lighting, and millwork.

- **Details:**
  - Consisting of drawings as required to indicate the design intent of plan items indicated above. These include wall types, ceiling details, interior elevations, millwork and other details required to communicate the design intent to the contractor.

Bidding Phase/ Limited Construction Administration Phase:

- DMR will provide bid documents to the City of Jersey City to obtain bids from General Contractor, the City will manage the bidding process.
- DMR will attend two construction meetings during the construction as requested by the City.
- DMR will process shop drawings.
- DMR will prepare punch list.
- This proposal is based on construction timeline of 5 months

FEE:

Architectural, Interior Design and Engineering Services

DMR respectfully submits fee of **Seventy Five Thousand Dollars ($75,000.00)** for Architectural, Interior Design and Engineering Services for the completion of the services described above.

Existing Conditions Survey & Program Verification $4,000.00

Schematic Design $14,000.00

Design Development $12,000.00

Construction Documents $30,000.00

Bidding/ Construction Administration $5,000.00

TOTAL $65,000.00

Reimbursable Expenses (Allowance) $5,000.00

FF&E (allowance) $5,000.00

Grand TOTAL $75,000.00

Compensation for Reimbursable Expenses

In Addition to Compensation for Basic and Additional Services, reimbursable expenses made by the Architect in the interest of the Project will be billed against the allowance allocated in the fee as follows:

- Faxes, postage, express mail, messenger services, plotting, printing and reproduction.
- Expense of transportation at the prevailing Federal Reimbursed rates.
- Color renderings and/or models requested by the Client.
- Expense of overtime work, if authorized by the Client.
- Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client.

Progress Payments:

DMR will invoice the owner on a monthly basis. Fees will be based on percentage of work performed. Payment is due 30 days upon receipt of Architects' invoice.

Assumptions, Conditions and Exclusions

- It is assumed that this project will be constructed, under a single General Contract for Construction. Multi-trade bids and Construction Management Services are not included as Basic Services under this Agreement.
- This Agreement assumes that approving agencies that DMR's services are directly needed for are limited to the Local Building Department and includes preparation of construction documents needed for approvals by same.
- Meetings, coordination and other efforts required to seek approvals of any other agencies are not included as Basic Services, but can be provided at Owner's request as Additional Services.
- The following services are not included:
    - Civil Engineering
    - Site Engineering
    - Planning Board/Zoning Board
    - Environmental Engineering or other Hazardous Materials Identification and abatement
    - Biweekly Construction meeting, reviewing payment requisitions or request to change order, responding regular RFIs.
    - Redesign for Value Engineering services.
    - It is anticipated that the furniture systems will be selected prior to completion of construction documents
    - Special meetings with the building department
    - Design for specialized systems, such as UPS, standby generators, data centers, etc.
    - Plumbing design for spaces, other than pantries, including new shower rooms, private toilet rooms and humidifier supplies and drains for supplementary cooling systems.
    - Design for supplemental fire suppression systems, including pre-action, dry chemical, wet chemical, FM200, etc.
    - Submitting plans to DCA or any other State Agency besides local building department.

General Terms

- This proposal will be valid for 30 days. DMR Architects reserves the right to review and if necessary revise fees and time schedules after that time.
- DMR Architects and their consultants will be paid for actual services performed under this contract in the event of cancellation.
- Payments are to be made in proportion to services provided for each phase on a monthly basis. Payments to DMR will be due at time services are performed. Unpaid balances more than 30 days will be presumed to have interest calculated at the prevailing prime rate.
- Payment is a direct obligation and is not contingent upon any other schedule or other contracts or financial arrangements. Payment of invoices is not subject to unilateral discounting or set off by the Client and payment for actual services rendered is due despite suspension or termination unless services are causes of the termination of these agreements by either party.

Suspension of Services:

- If the client fails to make payment when due or otherwise is in breach of this agreement, DMR Architects may suspend performance of services at any time after providing notice to the client. DMR Architects shall have no liabilities whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client.

Ownership and reuse of documents:

The signed and sealed drawings produced by DMR Architects and its consultants shall be considered to be Instruments of Service. Upon full and complete payment for DMR Architects services and expenses, ownership of the said Instruments of Service shall be transferred, without any further writing required, to the Owner. DMR Architects will maintain a license to use the said Instruments of Service. Notwithstanding anything contained to the contrary contained herein, the Instruments of Service may contain standard notes, architectural details and / or other standard narrative or graphic images, which are not unique to the Project, but rather part of DMR Architects catalog. With respect to the forgoing standards, the Owner shall only obtain a non-exclusive license to same and DMR Architects shall retain all common law, statutory and other reserved rights, including copyrights.

All Instruments of Service prepared by DMR Architects or its consultants in electronic or other machine-readable format (Electronic Documents) are provided merely as a convenience to the Owner. Electronic Documents do not replace or supplement paper copies of any Instrument of Service. It is expressly agreed by the Owner that there are no warranties of any kind made with respect to such Electronic Documents either express or implied as same shall not be construed to be the Architect's work product. The Owner agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, Electronic Documents or any printed copies thereof, unless Owner has received the express written consent of DMR Architects. In the event that the Owner adds to, modifies or alters the Architect's

Instruments of Service in any way without the written approval by DMR Architects, same will be at the Owner's sole risk and without liability or legal exposure to DMR Architects. The Owner shall indemnify, defend and hold harmless DMR Architects from and against any claims, damages or losses including attorney's fees and costs, arising out of or resulting there from.

Agreement

Signing this proposal authorizes DMR to initiate the project and proceed with the agreed services and shall bind the parties to the terms and conditions hereof. Fees and conditions represented in this proposal are applicable for 30 days from date of proposal.

Acceptance

This Agreement is entered into, effective as of the first date written above, by the following signatories who confirm that they are legally empowered and authorized to execute this Agreement.

Thank you for the opportunity to submit this proposal for your proposed project. If you have any questions regarding this proposal or need further clarification on any issues, please feel free to contact me at (201) 288-2600.

Sincerely,

Pradeep Kapoor, LEED®
Project Manager

Architect: **DMR Architects**

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

Client: **City of Jersey City**

Signature: _____ Date: _____
Name/Title:

RECEIVED
2014 NOV 25 AM 11: 17
DIVISION OF ARCHITECTURE

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Lloyd A. Rosenberg, AIA, President & CEO

Representative's Signature: _____

Name of Company: DMR Architects

Tel. No.: 201-288-2600 Date: 11/25/14

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 II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01 et seq.)*, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Lloyd A. Rosenberg AIA, President & CEO
Representative's Signature:
Name of Company: DMR Architects
Tel. No.: 201-288-2600 **Date:** 11/25/14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : DMR Architects

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

Telephone No. : 201-288-2600

Contact Name : 201-288-2662

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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Business Name: DMR Architects

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

Telephone No.: 201-288-2600

Contact Name: 201-288-2662

Please check applicable category:

____ Minority Owned Business (MBE) ____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE) _X_ Neither

Definitions
Minority Business Enterprise

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that DMR Architects (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 DMR Architects (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: DMR Architects

Signed: [signature] Title: President & CEO

Print Name: Lloyd A. Rosenberg, AIA Date: 11/25/14

Subscribed and sworn before me
this 25 day of Nov 2014
My Commission expires: 2/3/15
Susan L. Eis

[signature]
(Affiant)
Lloyd A. Rosenberg, AIA, President & CEO
(Print name & title of affiant) (Corporate Seal)

SUSAN L. EIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2015

**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.

G:\WPDOCS\URBIN\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Lloyd A. Rosenberg, AIA	11 East Place, Suffern, NY 10901

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: DMR Architects
Signed: _____ Title: President & CEO
Print Name: Lloyd A. Rosenberg, AIA Date: 11/25/14

Subscribed and sworn before me this 25 day of Nov, 2014

My Commission expires: 2/3/15

_____ (Affiant)
Lloyd A. Rosenberg, AIA, President & CEO
(Print name & title of affiant) (Corporate Seal)

SUSAN L. EIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2015

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Lloyd A. Rosenberg, AIA	11 East Place, Suffern, NY 10901	100%

SIGNATURE: _____
Lloyd A. Rosenberg, AIA

TITLE: President & CEO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 25th Nov OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

SUSAN L. EIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2015

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 20 15

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

03/20/14

Taxpayer Identification# **223-119-428/000**

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
DMR ARCHITECTS P.C.

TRADE NAME:
DMR ARCHITECTS

ADDRESS:
777 TERRACE AVE 6TH FLOOR
HASBROUCK HEIGHTS NJ 07604-3113

SEQUENCE NUMBER:
0079760

EFFECTIVE DATE:
08/28/91

ISSUANCE DATE:
03/20/14

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(01-09), D209946V

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

DMR

Certificate of Employee Information Report

Certification 11257

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2013 to 15-JUN-2020

DMR ARCHITECTS, P.C.
777 TERRACE AVENUE, SUITE 607
HASBROUCK HGTS. NJ 07604

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 14.823

Agenda No. 10.Z.18

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN FOR LSRP ENVIRONMENTAL SERVICES FOR VARIOUS PROPERTIES OWNED BY JERSEY CITY, PROJECT NO. 12-017, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

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

WHEREAS, Resolution No.14.121 approved on February 26, 2014 awarded a professional engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) for Licensed Site Remediation Professional (LSRP) environmental services for various properties owned by City of Jersey City (City), Project No. 12-017; and

WHEREAS, the term of the contract is twelve (12) months and will expire on December 31, 2014; and

WHEREAS, to be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City continues to need an environmental and engineering firm to provide LSRP environmental service for the year 2015; and

WHEREAS, in response to the City's request for a proposal, Dresdner Robin submitted the attached proposal dated November 14, 2014 to provide the City with additional environmental and engineering service for an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00); and

WHEREAS, funding in the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00) is available for this expenditure from:

Account No. 04-215-55-863-990 Requisition #0168110 P.O. # 105503 Amount: $ 30,000.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

1. The agreement with Dresdner Robin authorized by Resolution No. 14.121 is amended to extend the contract term for an additional twelve (12) months with a final completion date of December 31, 2015 and to increase the total contract amount by an additional Thirty Thousand Dollars and Zero Cents ($30,000.00).
2. All other terms, conditions, rights and liabilities of the parties as set forth in the professional services agreement with Dresdner Robin awarded on February 26, 2014 shall remain in full force and effect.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.823

Agenda No. 10.7.18 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN FOR LSRP ENVIRONMENTAL SERVICES FOR VARIOUS PROPERTIES OWNED BY JERSEY CITY, PROJECT NO. 12-017, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

3. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of its adoption.

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

Account No. 04-215-55-863-990 Requisition #0168110 P.O. # 105503 Amount: $ 30,000.00

Approved: Shyue Cheng Huang
Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE	:	November 24, 2014
TO	:	Rolando L. Lavarro Jr., Council President and Council Members
FROM	:	Shyue Cheng (Stanley) Huang, Municipal Engineer Brian Weller , Director, Division of Architecture & Engineering
SUBJECT	:	LSRP Environmental Services Jersey City Project No. 12-017

Resolution No.14.121 approved on February 26, 2014 awarded a professional engineering services contract to Dresdner Robin in the amount of $50,000.00 for Licensed Site Remediation Professional (LSRP) environmental services for various properties owned by City of Jersey City (City), Project No. 12-017. This contract will expire on Dec. 31, 2014.

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City continues to need an environmental and engineering firm to provide LSRP environmental service for the year 2015.

Attached for your consideration is the Resolution authorizing an amendment to a contract to Dresdner Robin with the amount of $30,000.00 to provide LSRP services for this project for twelve (12) months with a final completion date of December 31, 2015.

Shyue Cheng (Stanley) Huang
Municipal Engineer

Brian Weller
Director, Div. of Architecture & Engineering

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing an amendment to a contract with Dresdner Robin for LSRP environmental services for various properties owned by Jersey City, Project No. 12-017, for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation.

Project Manager

Department/Division	Administration	Architecture , Engineering , Traffic & Transportation
Name/Title	Lichuan Wang	Principle Engineer
Phone/email	201-547-5072	Lichuan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City continues to need an environmental and engineering firm to provide LSRP environmental service for the year 2015.

The current contract will expire on December 31, 2014. Contract need to be amended to Dresdner Robin to continue the service for twelve (12) months with the amount of $30,000.00.

Cost (Identify all sources and amounts)

Engineering Capital Account
04-215-55-863-990 - $30,000.00

Contract term (include all proposed renewals)

Twelve (12) months

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

Resolution No.14.121 approved on February 26, 2014 awarded a professional engineering services contract to Dresdner Robin in the amount of $50,000.00 for Licensed Site Remediation Professional (LSRP) environmental services for various properties owned by City of Jersey City (City), Project No. 12-017. This contract will expire on Dec. 31, 2014 and need to be amended for another year.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.121

Agenda No. 10.P

Approved: FEB 26 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DRESDNER ROBIN FOR LSRP ENVIRONMENTAL SERVICES FOR VARIOUS PROPERTIES OWNED BY JERSEY CITY FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) has several underground storage tanks (UST) located around the City that must be either removed or remediated including USTs located at 160 Grand Street/JC Fire Department No. 2 and Caven Point Soccer Field; and

WHEREAS, the City requires the services from a Licensed Site Remediation Professional (LSRP) to manage, oversee and certify the remedial activities on these UST's as required by the recently enacted Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA); and

WHEREAS, in response to the City's request for proposals, Dresdner Robin submitted the attached proposal dated October 3, 2013 in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00); and

WHEREAS, Dresdner Robin is a pre-qualified engineering firm that provides technical, environmental and civil engineering services for projects such as the LSRP Environmental Services; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

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

WHEREAS, funding in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) is available for this expenditure from

Account No. 04-215-55-863-990 Requisition No. 0164611 P.O. No. 112663 Total $50,000.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(1); and

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

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Dresdner Robin, to provide environmental and engineering services for a total contract amount not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00).

COPY

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DRESDNER ROBIN FOR LSRP ENVIRONMENTAL SERVICES FOR VARIOUS PROPERTIES OWNED BY JERSEY CITY FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

2. The term of the contract shall be twelve (12) months with a final completion date of December 31, 2014.

3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).

4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.

5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

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

Requisition # 0164611

Account No. 04-215-55-863-990 P.O. # 112663 Total Amt. $50,000.00

Approved: Shyue-Cheng Huang

Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

APPROVED: 2/11/14. APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14

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

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

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

Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

   Resolution authorizing an amendment to a contract with Dresdner Robin for LSRP environmental services for various properties owned by Jersey City, Project No. 12-017, for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation.

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

   Lichuan Wang, P.E.

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

   The City requires the services from LSRP to manage, oversee and certify the remedial activities on various contaminated properties owned by the City.

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

   To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City continues to need an environmental and engineering firm to provide LSRP environmental service for the year 2015.

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

   The City will comply with NJDEP requirements.

6. **Cost of Proposed Program:**

   Total contract amount will be $30,000.00

Funding Source	**Amount**
Account # 04-215-55-863-990	$30,000.00

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

   January 1, 2015.

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

Lichuan Wang, P.E.,	201-547- 5072	_____
NAME	TELEPHONE	EVENING

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

Shyue Cheng Huang 11/24/14

Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer Date

B Weller 11.25.14

Brian Weller, Director, Date

Div. of Architecture, Engineering, Traffic & Transportation

Robert Kakoleski, Director, Business Administrator Date

AGREEMENT

Agreement made this day of , 2014 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. (Dresdner Robin), 1 Evertrust Plaza, Suite 901, Jersey City, NJ 07302, hereinafter referred to as CONSULTANT.

WHEREAS, Resolution No.14.121 approved on February 26, 2014 awarded a professional engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) for Licensed Site Remediation Professional (LSRP) environmental services for various properties owned by City of Jersey City (CITY), Project No. 12-017; and

WHEREAS, the term of the contract is twelve (12) months and will expire on December 31, 2014; and

WHEREAS, to be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the CITY continues to need an environmental and engineering firm to provide LSRP environmental service for the year 2015; and

WHEREAS, CONSULTANT submitted a proposal dated November 14, 2014 to provide the CITY with additional environmental and engineering service for an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00).

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

COPY

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with LSRP environmental services for the year 2015, Project No. 12-017.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated November 14, 2014 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated November 14, 2014 in the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION ($1,000,000.00) DOLLARS per occurrence and TWO MILLION ($2,000,000.00) DOLLARS in aggregate combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION ($1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE MILLION ($1,000,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION ($2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 12-017.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall

relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

ARTICLE X
Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI
Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds $36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full,

required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or

c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death

resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV
Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV
P.L. 2004, c.57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION REQUIREMENTS
Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

_____

ROBERT J. KAKOLESKI
Business Administrator

Date: _____

ATTEST:

_____

ROBERT BYRNE
City Clerk

Date: _____

ATTEST:

_____

DRESDNER ROBIN

BY: _____

NAME
TITLE

APPROVED AS TO LEGAL FORM

_____

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

_____

Mathew Hogan
Risk Manager

November 14, 2014

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

Re: LSRP Environmental Services
DR Proposal No. 14-11-14

Dear Mr. Weller:

Dresdner Robin is pleased to present the City of Jersey with this proposal for On Call LSRP services of up to $30,000 for various City owned properties and amends Dresdner Robin's existing contract for On Call LSRP services. All work will be billed on a time and materials basis in accordance with Dresdner Robins 2014 Fee Schedule (attached).

We look forward to working with you. Please contact me if you have any questions at 201.217.9200 x224.

Sincerely,
Dresdner Robin

Douglas Neumann

Douglas Neumann
Director of Environmental Services

DRESDNER ROBIN

Engineering
Environmental
Planning
Land Survey
Landscape Architecture
Real Estate Consulting

371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Doig Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com

ADDENDUM TO STANDARD TERMS AND CONDITIONS
FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES

1. **APPLICABILITY OF THIS ADDENDUM.** The terms and conditions of this Addendum to Standard Terms and Conditions ("Addendum") will apply, in addition to the terms and conditions of Dresdner Robin Environmental Management's ("Dresdner Robin") Standard Terms and Conditions ("ST&Cs"), to the professional services of a Licensed Site Remediation Professional ("LSRP") provided by Dresdner Robin ("LSRP Services"). If, and to the extent that, the terms and conditions of this Addendum conflict or are inconsistent with the terms and conditions of the ST&Cs, the terms and conditions of this Addendum shall apply and control with respect to Dresdner Robin's performance of the LSRP Services.

2. **LSRP SERVICES.** The LSRP Services to be provided by Dresdner Robin shall consist of the performance of professional services by an LSRP in accordance with the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA) and Dresdner Robin's Proposal dated _____, attached hereto and incorporated herein as Appendix A, and any written change order accepted and agreed to by Dresdner Robin and Client. The LSRP performing professional services will be a Dresdner Robin employee who holds a current LSRP license. The LSRP will perform the professional services and tasks that are required to be conducted to complete the work in accordance with the SRRA, and subject to the standards for professional conduct therein, and other applicable remediation requirements. Dresdner Robin may terminate this agreement to provide LSRP Services if it reasonably believes that termination or withdrawal is required by the standards of professional conduct applicable to an LSRP.

3. **CLIENT ACKNOWLEDGMENTS AND DUTIES.** Client acknowledges and agrees as follows:

a. During the term of this Agreement, Client agrees to perform or cause to be performed the obligations of the person responsible for conducting the remediation. Failure to perform these obligations, including adhering to mandatory timeframes, may give rise to penalties, damages or other adverse consequences or cost to Client. Client agrees to provide Dresdner Robin with all information and documents in its control that are relevant to the remediation. Dresdner Robin shall not be responsible for any claim, condition or consequence arising from Client's failure to perform any obligation required by this agreement or applicable law, or to fund the remediation, or arising from any relevant facts that are not disclosed at the time the services are performed.

b. The SRRA requires the LSRP to comply with professional obligations to exercise independent professional judgment, make a good faith and reasonable effort to obtain information that is relevant and material to the remediation, disclose this information to the NJDEP and otherwise to comply with the SRRA. Dresdner Robin's LSRP is authorized by Client to perform the LSRP Services in accordance with the professional obligations of the SRRA and any other applicable law, and Client agrees to cooperate with the LSRP in the performance of these services.

c. A Response Action Outcome (RAO) issued in the performance of the LSRP Services is a determination based upon the professional judgment and opinion of the LSRP and the facts available at the time that the remediation has been performed in accordance with applicable remediation requirements. An RAO does not constitute a warranty or guarantee of any kind, expressed or implied, by Dresdner Robin or the LSRP. The scope of an RAO, and the scope of the covenant not to sue that accompanies the RAO by operation of law, is limited by the scope of the remediation addressed in the RAO and does not include natural resource damages or restoration. An RAO is not a legal interpretation of environmental laws and regulations.

4. **ADDITIONAL REQUIREMENTS**. Dresdner Robin shall not be responsible for any additional requirements imposed by NJDEP or any other third party during its performance of any informal or formal screening(s), inspection(s), review(s) or audit(s) of the LSRP Services, or any consequences or costs thereof, except with respect to claims arising solely from the negligent acts or omissions of Dresdner Robin as expressly provided in the ST&Cs.

5. **DOCUMENTS.** Dresdner Robin will maintain and preserve data, documents and information prepared or obtained in connection with the LSRP Services in accordance with the SRRA and applicable regulations. Any RAO, opinion, certification, report, form or other document provided by Dresdner Robin to Client as part of the services are provided for the sole and exclusive use of the Client for specific application to the remediation. Dresdner Robin acknowledges and agrees that these documents may be conveyed to the NJDEP in connection with the remediation, and three electronic copies of the records will be submitted to NJDEP by Dresdner Robin at the time that an RAO is issued in accordance with the SRRA and applicable regulations.

STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.

2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.

3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.

4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.

   a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
   b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
   c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
   d. All payments are to be delivered to Controller, Dresdner Robin. 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038.

   It is understood that payment will be made directly by Client to Dresdner Robin and that payment will not be dependent upon Client receiving payment from a third party.

5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES**:
   a. Time for field and out-of-office meeting activities is charged portal-to-portal.
   b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
   c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials,

laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.

e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.

f. Printing/ Reproduction, in-house large format copies will be invoiced at $0.65 per square foot.

g. Communications, internal reproduction and local use of personal vehicles will be covered by a charge of 1.5% of direct labor costs.

6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.

7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. This indemnification does not extend to any services performed by other consultants, whether or not such other consultants were hired by Dresdner Robin as sub-consultants to this Agreement, and Client agrees to hold Dresdner Robin harmless from any claims relating to the performance or non-performance of any services provided by such other consultants or sub-consultants. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.

8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of $1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under

the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.

9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **OWNERSHIP AND RETENTION OF MATERIALS AND DOCUMENTS.** All reports, field notes, laboratory test data, calculations, estimates, plans, and other similar documents ("Documents") are instruments of service, not products and have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. Ownership is retained by Dresdner Robin. In the event Client requires ownership of the Documents, Client shall indemnify Dresdner Robin against any claims arising from its use beyond the purpose for which it was prepared.

11. **USE AND REUSE OF MATERIALS AND DOCUMENTS**. Any Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any reuse or modifications of Documents and from any use of electronically prepared Documents (due to the unsecured nature of electronic documents).

    a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
    b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.

12. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Christine Payne, Operations Manager, Dresdner Robin Environmental Management Inc., 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.

13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.

14. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

Dresdner Robin

2014 Fee Schedule

PROFESSIONAL SERVICES	HOURLY RATE
Principal	$245.00
Director	$205.00
Associate Director	$185.00
Professional VII *	$168.00
Professional VI *	$150.00
Professional V *	$132.00
Professional IV *	$120.00
Professional III	$110.00
Professional II *	$ 98.00
Professional I *	$ 80.00
Technician IV **	$112.00
Technician III **	$100.00
Technician II **	$ 87.00
Technician I **	$ 80.00
Technician**	$ 57.00
Administrative Support	$ 70.00
Survey Crew 2 - person	$185.00
Survey Crew 3 – person	$245.00
Licensed Site Remediation Professional (LSRP)	$205.00
Court Testimony (4 Hour Minimum) Per Hour:	$300.00
Public Hearing – Meeting/ Testimony Per Meeting	$750.00

*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

** Technician Designation may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/01/2014 Client's Initials:_____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Douglas Neumann, Secretary

Representative's Signature: Douglas Neumann

Name of Company: Dresdner Robin Environmental Management, Inc.

Tel. No.: 201-217-9200 **Date:** 12-3-14

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

The contractor and the Secretary of Dresdner Robin, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01 et seq.)*, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Douglas Neumann, Secretary
Representative's Signature: Douglas Neumann
Name of Company: Dresdner Robin Environmental Management, Inc.
Tel. No.: 201-217-9200 **Date:** 12-3-14

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

PART II - Signature and Attestation:

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

Name of Business Entity: Dresdner Robin Environmental Management, Inc.

Signed: _____ Title: Secretary

Print Name: Douglas Neumann Date: 12-3-14

Subscribed and sworn before me
this 3 day of 12, 2014.
My Commission expires:

_____
(Affiant)
Douglas Neumann, Secretary
(Print name & title of affiant) (Corporate Seal)

Stephanie Asan - Molina
NOTARY PUBLIC
State of New Jersey
My Commission Expires 4/15/19

**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.

G:\WPDOCS\BIDS\Pay to Play\Pay-to-Play Certificate following Ord. 08-128.wpd

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

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Frederick Worstell	100 Christopher Columbus Drive Apt 504
	Jersey City, NJ 07302

Part III – 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: Dresdner Robin Environmental Management, Inc.
Signed: _____ Title: Treasurer
Print Name: Anthony Januale Date: 12/3/2014

Subscribed and sworn before me this 3 day of 12, 2014

Stephanie Asan - Molina
NOTARY PUBLIC
State of New Jersey
My Commission Expires 4/15/19

My Commission expires:

(Affiant)

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

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
Frederick Worstell	100 Christopher Columbus Drive Apt 504 Jersey City, NJ 07302	> 10%

SIGNATURE: _____
Anthony Ianuale

TITLE: Treasurer

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 3 OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF N.J.
MY COMMISSION EXPIRES 20. 4/15/19

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

Stephanie Asan - Molina
NOTARY PUBLIC
State of New Jersey
My Commission Expires 4/15/19

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 6460

RENEWAL

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

15-JAN-2013 to 15-JAN-2016

DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT
P.O. BOX 38
JERSEY CITY NJ 07303 0038

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-142-211/000

SEQUENCE NUMBER:
0104629

ADDRESS:
371 WARREN ST P.O BOX 38
JERSEY CITY NJ 07303-0038

ISSUANCE DATE:
09/05/02

EFFECTIVE DATE:
12/12/91

Acting Director

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 14.824

Agenda No. 10.Z.19

Approved: DEC 17 2014

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ASSOCIATED TECHNOLOGY, INC FOR ELECTRICAL AND LIGHTING DESIGN ENGINEERING SERVICES FOR THE INSTALLATION OF FIELD LIGHTING AT THE MULTI-PURPOSE FIELD LOCATED IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

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

WHEREAS, The City of Jersey City (City) requires engineering services to perform the electrical and lighting design work in connection with the renovation of the multi-purpose field at the Ed Ford Athletic Complex at Caven Point; and

WHEREAS, Associated Technology, Inc. (ATI), 24 Commerce Street, Newark, New Jersey, 07102 submitted a proposal dated October 16, 2014 indicating that it will provide the services for a total contract amount not to exceed **$11,000.00,** which is based on the fee schedule set forth below; and

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

WHEREAS, funds in the amount of **$11,000.00** are available in **Account No.: 02-213-40-401-314**; and

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

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form attached hereto, with Associated Technology Inc. for developing the electrical and lighting design for the installation of field lighting at the multi-purpose field at the Ed Ford Athletic Complex at Caven Point for a total contract amount not to exceed **$11,000.00**, which is based on the following schedule:

FEE SCHEDULE

Fees are developed based on the expected level of effort and ATI's standard hourly rates. Additional services, if required, will be invoiced at the following hourly rates:

Principal	$235.00
Project Manager	$140.00
Senior HVAC Engineer	$135.00
Senior Electrical Engineer	$135.00
Senior Plumbing/Fire Protection Engineer	$130.00
Staff Engineer	$120.00
Designer	$100.00
CAD Operator	$80.00

City Clerk File No. Res. 14.824

Agenda No. 10.Z.19 DEC 17 2014

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ASSOCIATED TECHNOLOGY, INC FOR ELECTRICAL AND LIGHTING DESIGN ENGINEERING SERVICES FOR THE INSTALLATION OF FIELD LIGHTING AT THE MULTI-PURPOSE FIELD LOCATED IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

2. The contract term shall be eight (8) months commencing on the date the contract is executed by City officials and terminating the earlier of either the expiration of eight months or complete performance of the services requested;

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds in the amount of $11,000.00 are available in Account No.: **02-213-40-401-314** for payment of this resolution. PO# 115241

Donna Mauer

Donna Mauer, City Chief Financial Officer

CR/kn
12/8/2014

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ASSOCIATED TECHNOLOGY, INC FOR ELECTRICAL AND LIGHTING ENGINEERING SERVICES FOR THE INSTALLATION OF FIELD LIGHTING AT THE MULTI-PURPOSE FIELD LOCATED IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

Project Manager

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-5200	MAlbiez@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose is to design electrical and lighting design for the new field lights that will be installed at the multi-purpose field at Caven Point.

Cost (Identify all sources and amounts)

$11,000

Contract term (include all proposed renewals)

8 months commencing at the execution of the Agreement.

Type of award Professional Engineering Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This Agreement is made this _____ day of _____, 2014 between the CITY OF JERSEY CITY a municipal corporation of the State of New Jersey, with offices at 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter referred to as "CITY"), and ASSOCIATED TECHNOLOGY, INC., located at 24 Commerce Street, Newark, New Jersey 07102 (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY received a donation from the Superbowl Snowflake Foundation to install field lighting at the multi-purpose field located at the Ed Ford Athletic Complex at Caven Point in Jersey City, New Jersey (hereinafter the "Field"); and

WHEREAS, electrical engineering designs are required to install the field lighting; and

WHEREAS, the Jersey City Public Schools granted the CITY permission to access the field to perform all necessary preconstruction testing, surveying, and other work in the Amendment to the Access Agreement authorized by the City Council pursuant to Resolution No.: 14.758 passed on November 25, 2014; and

WHEREAS, pursuant to N.J.S.A. §40A:11-6.1(a) since the contract was under the bidding threshold, the City's Purchasing Agent solicited three (3) quotes for soil borings; and

WHEREAS, the proposal submitted by CONSULTANT was the most advantageous to the CITY;

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

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for CONSULTANT to develop the electrical engineering drawings for the installation of field lighting at the multi-purpose field in the Ed Ford Athletic Complex at the Field.

ARTICLE II
Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by CONSULTANT dated October 16, 2014, which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. CONSULTANT shall have access to the Field to perform the professional engineering services between the hours 8:00AM and 5:00PM, Monday thru Friday, except as necessary to respond to an emergency.

3. CONSULTANT shall complete the services within eight (8) months of receipt of the CITY'S notice to proceed.

4. CONSULTANT will use commercially reasonable efforts to perform all surveys of the Field in a manner that minimizes the interruption with the Jersey City Public School's use and enjoyment of the Field. CONSULTANT shall not interfere with ingress and egress and utility service to the Field.

5. CONSULTANT shall provide the CITY with copies of all designs, blue prints, and related documents pertaining to the scope of services provided by CONSULTANT as described in the Proposal.

6. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified in the Proposal, unless such modifications are produced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications that 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 the City. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. Compensation for the performance of the services described herein will be in accordance with the CONSULTANT'S Proposal dated October 16, 2014, attached hereto as Exhibit A, in the amount of Eleven Thousand Dollars ($11,000.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefor in proportion to the work completed as described in the attached Proprosal prepared by CONSULTANT. Monthly reports (including but not limited to narrative descriptions of the work performed, sample analysis report, photographs, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of the City for approval prior to payment.

ARTICLE V
Insurance

CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract:

A. Worker's Compensation Insurance as required by applicable law;

B. Professional Liability Insurance with a limit of TWO MILLION DOLLARS ($2,000,000.00) per incident and in the aggregate;

C. Comprehensive General Liability Insurance with a limit of TWO MILLION DOLLARS ($2,000,000.00) per incident and in the aggregate; and

D. Automobile Liability Insurance with a limit of ONE MILLION DOLLARS ($1,000,000.00) per incident and in the aggregate.

At least five (5) business days prior to its first entry onto the Field to perform the services described herein, CONSULTANT must provide the City with a copy of its certificate of insurance evidencing the insurance coverage required in paragraphs A thru D above. The certificate of insurance must name the City of Jersey City and the Jersey City Public Schools as additional insureds. The certificate of insurance must also bear the City project name: P-2014-005 - Caven Point Artificial Turf Soccer Field.

ARTICLE VI
Personnel of the Consultant

1. The CONSULTANT shall engage at its sole expense and be responsible for all engineers, 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 engineers, 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 fail to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the Contractor.

ARTICLE VII
Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII
Suspension or Termination

1. Termination: The CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: The 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 the City with respect thereto.

ARTICLE IX
Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

ARTICLE X
Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI
Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds $36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory

text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

a. A photocopy of a valid letter that the CONSULTANT is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or

c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII
Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT 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 the CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

3. 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

The contract term shall be eight (8) months commencing on the date the contract is executed by City officials and terminating the earlier of either the expiration of eight months or complete performance of the services requested

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

_____

ROBERT J. KAKOLESKI
Business Administrator
Date: _____

ATTEST:

_____

ROBERT BYRNE
City Clerk
Date: _____

ASSOCIATED TECHNOLOGY, INC.

_____

JOSEPH J. HERDERSHOT
Principal
Date: _____

ATTEST:

_____

Name: _____
Title: _____
Date: _____

APPROVED AS TO LEGAL FORM

_____

APPROVED FOR INSURANCE REQUIREMENTS

_____

MATTHEW HOGAN
Risk Manager

Associated Technology, Inc.
Mechanical & Electrical Consulting Engineers

October 16, 2014

Caven Point Athletic Complex
Loren Hart
1 Chapel Avenue
Jersey City, NJ 07305

Re: Jersey City Soccer Association (JCSA)
Electrical & Lighting Design – Engineering Services
ATI Proposal No. 14-7003; Revision 2

Dear Mr. Hart:

Associated Technology Inc., Consulting Engineers (ATI) is pleased to submit our proposal for electrical engineering services as outlined in this proposal and as discussed. We look forward to working with your staff on this project and are confident you will be pleased with the quality and professionalism of our services.

PROJECT BACKGROUND & SCOPE OF WORK

JCSA is planning and designing the renovation of an existing grass field to convert to a new soccer field. The new field will be 330' long by 200' wide and requires new field lighting/scoreboard. The field lighting will be a Musco type system which will require new electrical service to be extended from the existing concessions building.

ATI Engineers will develop the electrical engineering drawings based upon the equipment requirements provided by the Musco representative. It is assumed that a site plan is available for our use in developing our drawings (in CAD format) and it is assumed that all structural will be done by others. *We will provide book type specifications suitable for public bidding for the proposed scope of work. Any front end or bidding specifications (Masterspec Section 0 & 1 will be by others).* It is understood that we will be given available existing drawings.

<u>General Design Scope:</u>

ATI will generate a detailed set of construction documents detailing all of the work to be provided and the general scope of services will include the following tasks:

Design Services:
A. Conducting site surveys to verify and document existing conditions.
B. Performing calculations in support of our engineering documents.
C. Developing engineering documents (drawings and specifications) for the referenced scope of work. *Specifications will be book type.*

Construction Phase:
A. Responding to bidder Requests for Clarification (RFCs).

B. Reviewing contractor shop drawing submittals for items specified. Two site visits have been included for this effort.
C. Responding to contractor Requests for Information (RFIs).
D. Attending a total of two field visits during the course of construction. These visits can be for punch list, progress inspections, etc as determined by the owner's representation. Additional meetings requested shall be invoiced in accordance with our standard hourly rates.

COMPENSATION

For the scope of work outlined in this proposal we propose a lump sum fee in the amount of $11,000.

ATI estimates that it will take 4-5 weeks to complete the drawings upon receipt of a notice to proceed, Musco product details, and proposed new site plan. This schedule is based on the expected level of effort and ATI's current workload and may change based on our workload based on the timing of the authorization.

In order to maintain current pricing rates, the fee is based on receiving a notice to proceed within 30 days, completion of our drawings by 12/30/14, and construction completion by 6/30/15. Should the project extend beyond anticipated completion date, we may be entitled to additional fee to compensate for extended time as well as escalation.

Fees are developed based on the expected level of effort and ATI's standard hourly rates. Additional services, if required, will be invoiced at the following hourly rates:

Principal	$ 235.00
Project Manager	$ 140.00
Senior HVAC Engineer	$ 135.00
Senior Electrical Engineer	$ 135.00
Senior Plumbing/Fire Protection Engineer	$ 130.00
Staff Engineer	$ 120.00
Designer	$ 100.00
CAD Operator	$ 80.00

ASSUMPTIONS AND CLARIFICATIONS

1. All reproduction cost, plots, messenger services will be reimbursed to us on a direct-cost basis over and above any other compensation. In-house reproduction of standard size documents ($8^1/_2$" x 11") will be charged at 12 cents per copy, color copies of ($8^1/_2$" x 11") documents will be charged at 85 cents per copy, and in-house reproduction of blueprints will be charged at 55 cents per square foot. Mailings will be invoiced at direct cost. All reproduction cost, plots, messenger services will be reimbursed to us on a direct-cost basis over and above any other compensation.

2. All invoices are expected to be paid within 30 days unless alternate invoicing arrangements are made. Invoices will be issued monthly. If invoices are not paid in

a timely fashion, our office reserves the right to stop services on a project while the condition is corrected. If more than 2 months passes in correcting this situation, we reserve the right to charge re-mobilization costs on the project.

3. Where there are approved changes to work already completed, changes in scope, or additional services required, we will be paid additional compensation on a time-card basis according to ATI's standard billing rates.
4. If the project is suspended or cancelled it is expected that ATI will be paid (via invoice) for the time spent up to and including the date of suspension or cancellation.
5. This proposal does not include commissioning or preparing as-built drawings. It is assumed that all civil and structural work will be done by others.

We trust that the scope and fee for this proposal meets your approval and if so kindly sign and return a copy of this proposal for finalization of our agreement.

If you have any questions, or need additional information, please do not hesitate to contact us.

Very truly yours,

ATI, Consulting Engineers

Joseph J. Hendershot, P.E., LEED AP
Principal

JJH:al

Acknowledgement of Scope and Fees:

_____ _____
(Signature and Name of the Authorized Person) (Date)

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

City Clerk File No. Res. 14.825

Agenda No. 10.Z.20

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH EDWARDS WILDMAN, LLP TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN IN THE MATTERS OF MICHAEL LANG. V. CITY OF JERSEY CITY ET AL. AND JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Robert Cowan, former Chief of Police has been named in two civil rights complaints filed in the Superior Court of New Jersey alleging violation of their first amendment rights; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent former Police Chief Robert Cowan in these matters; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$50,000**; and

WHEREAS, Edwards Wildman, LLP, possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in July, 2014, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Edwards Wildman, LLP submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

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

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

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

WHEREAS, funds are available for the costs of these services in **Account No: 14-14-298-56-000-856.**

City Clerk File No. Res. 14.825

Agenda No. 10.Z.20 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH EDWARDS WILDMAN, LLP TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN IN THE MATTERS OF MICHAEL LANG. V. CITY OF JERSEY CITY ET AL. AND JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. V. CITY OF JERSEY CITY, ET AL.

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

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

1. The agreement with the law firm of Edwards Wildman, LLP is hereby authorized for one year, effective December 17, 2014 for a total amount not to exceed **$50,000,** including expenses.

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.:14-14-298-56-000-856** for payment of this resolution.

Matthew Hogan, Risk Manager

:igp
11/18/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓	–		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH EDWARDS WILDMAN, LLP TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN IN THE MATTERS OF MICHAEL LANG. V. CITY OF JERSEY CITY ET AL. AND JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for Calendar Year 2014-2015 in the amount of $50,000.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 14-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Edwards Wildman, LLP**, 44 Whippany Road, Morristown, NJ ("Special Counsel").

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

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with the matters of **Michael Lang v. City of Jersey City, et al.** and **Jersey City Police Superior Officers Association, et al. v. City of Jersey City, et al.**

Affidavit of Services

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

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **$150.00** per hour, including expenses for each matter. The total amount of each agreement shall not exceed **$50,000.00** .

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

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

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

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

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

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

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

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

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

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

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

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

Assignment

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

New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

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

Affirmative Action Plan

(A) If the contract exceeds $9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds $9,200).

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

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

Edwards Wildman, LLP

_____

_____

64 1405-001

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print) Sheryl D. Hanley, Global Director of Human Resources

Representative's Signature Sheryl D. Hanley

Name of Company: Edwards Wildman Palmer LLP

Tel. No: 401-276-6628 Date: 7/8/14

City of Jersey City

8/19/2014 10:54 AM

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 II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, 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) Sheryl D. Hanley, Global Director of Human Resources
Representative's Signature: Sheryl D. Hanley
Name of Company: Edwards Wildman Palmer LLP
Tel. No.: 401-276-6628 Date: 7/8/14

Bid 14US-001

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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: Edwards Wildman Palmer LLP

Address: 44 Whippany Road, Morristown, NJ 07960

Telephone No.: 973-520-2300

Contact Name: George R. Talarico

Please check applicable category:

____ Minority Owned Business (MBE) ____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE) X 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 Americans: a person having origins in any of the black racial groups of Africa

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

Asians: 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

City of Jersey City

9/26/2014 10:54 AM

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 Edwards Wildman Palmer LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding 7/8/14 (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 Edwards Wildman Palmer LLP (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:

Signed George R. Talarico Title: Partner

Print Name George R. Talarico Date: 7/8/14

Subscribed and sworn before me
this 8th day of July, 2014.
My Commission expires:

(Affiant)

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

JILL D. KIENZ
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2017

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

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*~~> Edwards Wildman 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 submitted for approval of the contract by the governing body*~~ July 31, 2014 (see attached) 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 (s).

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
NONE	

Part 3 – Signature and Attestation:

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

Name of Business Entity: Edwards Wildman Palmer LLP
Signed: [signature] Title: Partner-in-Charge, NJ office
Print Name: George F. Talarico Date:

Subscribed and sworn before me this 4th day of September 2014

My Commission expires:

[signature]
(Affiant)

JILL D. KIENZ
(Print name & title of attestor)
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2017

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Edwards Wildman Palmer LLP		
Address:	44 Whippany Road		
City: Morristown	State: NJ	Zip: 07960	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

George R. Talarico — Signature | George R. Talarico — Printed Name | Partner-in-Charge, NJ Office — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
NONE			

☐ Check here if the information is continued on subsequent page(s)

Bid 1408-001

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NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am George R. Talarico

of the firm of Edwards Wildman Palmer LLP

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) George R. Talarico

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 8th day of July OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) George R. Talarico

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2014 17.

JILL D. KIENZ
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2017

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

City of Jersey City

07/08/2014 10:56 AM

Bid 1408-001

City of Jersey City

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PUBLIC DISCLOSURE INFORMATION

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

PLEASE UTLITIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY

STOCKHOLDERS:

Name	Address	% Owned
N/A		

SIGNATURE: George R. Talarico

TITLE: Partner

SUBSCRIBED
AND SWORN TO
BEFORE ME THIS DAY OF 8th day of July, 2014
(TYPE OR PRINT NAME OF George R. Talarico
AFFIANT UNDER SIGNATURE)

Jill D. Kienz

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2017

JILL D. KIENZ
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2017

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

9/19/2014 10:54 AM

Certification 24335

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2012 to 15-JAN-2015

EDWARDS WILDMAN PALMER, LLP
ONE GIRALDA FARMS
MADISON NJ 07940

Andrew P. Sidamon-Eristoff
State Treasurer

10/06/11

Taxpayer Identification#

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
EDWARDS WILDMAN PALMER LLP

TRADE NAME:

ADDRESS:
ONE GIRALDA FARMS
MADISON NJ 07940-1027

SEQUENCE NUMBER:
0035682

EFFECTIVE DATE:
04/21/08

ISSUANCE DATE:
10/06/11

Director
New Jersey Division of Revenue

FORM BRC

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

City Clerk File No. Res. 14.826

Agenda No. 10.Z.21

Approved: DEC 17 2014

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 14-433 on June 25, 2014 authorizing a professional services agreement with the law firm of Shain, Schaffer & Raffanello, Esqs., 150 Morristown Road, Suite 105, Bernardsville, NJ 07924 as Special Counsel to represent the City of Jersey City in the matter of Realty Appraisal Company v. City of Jersey City; and

WHEREAS, the City of Jersey City was named in a complaint alleging that the City of Jersey City owes payment for work it completed on tax revaluations; and

WHEREAS, the firm of Shain, Schaffer & Rafanello, Esqs. are qualified to perform these services and will provide these services at the rate of **$150.00 per hour**, including expenses, for a total amount not to exceed **$50,000**; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs, possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A.40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in July 2014, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. Submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, the law firm of Shain, Schaffer & Rafanello, Esqs. have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Shain, Schafer & Rafanello, Esqs. from making any reportable contributions during the term of the contract; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. have submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Shain, Schaffer & Rafanello, Esqs. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in Account No.: **14-14-298-56-000-856**; and

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

City Clerk File No. Res. 14.826

Agenda No. 10.Z.21 DEC 17 2014

TITLE: **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY**

1. The contract with Shain, Schaffer & Rafanello, Esqs. is hereby reauthorized for one year, effective December 17, 2014, for a total amount to be increased by an additional **$50,000** for a total amount of **$100,000.**

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. This agreement is awarded without competitive bidding, as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.

4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

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

6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No.: 14-14-298-56-000-856** for payment of this resolution

Matthew Hogan, Risk Manager

:igp
11/18/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

Project Manager

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for Calendar Year 2014-2015 in the amount of $50,000.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 14-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Marguerite M. Schaffer, Esq.** of **Shain, Schaffer & Rafanello, Esqs.** ("Special Counsel").

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

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with

Affidavit of Services

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

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **$150.00** per hour, including expenses. The total amount of this agreement shall not exceed **$50,000.00.**

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within

15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

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

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

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

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

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

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

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

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

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

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

Assignment

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

New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

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

Affirmative Action Plan

(A) If the contract exceeds $9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds $9,200).

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

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

Shain, Schaffer & Rafanello, Esqs.

_____

_____

Marguerite M. Schaffer, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Marguerite M. Schaffer, Managing Partner

Representative's Signature:

Name of Company: Shain, Schaffer & Rafanello, P.C.

Tel. No.: (908) 953-9300 **Date:** 11/21/14

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. S121 01 et seq.)*, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Marguerite M. Schaffer, Managing Principal
Representative's Signature: _____
Name of Company: Shain, Schaffer & Rafanello, P.C.
Tel. No.: (908) 953-9300 **Date:** 11/21/14

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: Shain, Schaffer & Rafanello, P.C.

Address: 150 Morristown Road, Suite 105, Bernardsville, New Jersey 07924

Telephone No.: (908) 953-9300

Contact Name: Marguerite M. Schaffer

Please check applicable category:

_____ Minority Owned Business (MBE) _____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned business (WBE) _X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Shain, Schaffer & Rafanello, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding Nov 21, 2014 (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 Shain, Schaffer & Rafanello, P.C. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Shain, Schaffer & Rafanello, P.C.

Signed _____ Title: Managing Principal

Print Name Marguerite M. Schaffer Date: 11/21/2014

Subscribed and sworn before me
this 21 day of Nov., 2014.
My Commission expires: 12/27/14

_____
(Affiant)
Marguerite M. Schaffer, Managing Principal
(Print name & title of affiant) (Corporate Seal)

JENNIFER S. CLARK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/27/2014

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

G:\WPDOCS\REN\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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 committees or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

Part II – Ownership Disclosure Certification

[X] 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 [X] Professional Corporation [ ] Sole Proprietorship [ ] Subchapter S Corporation
[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Joel L. Shain	67 Childs Rd., Bernardsville, NJ 07924
Marguerite M. Schaffer	25 Ashley Ct., Bedminster, NJ 07921
Richard A. Rafanello	16 Exeter Rd., Short Hills, NJ 07078

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: Shain, Schaffer & Rafanello, P.C.
Signed: Title: Managing Principal
Print Name: Marguerite M. Schaffer Date: 11/21/14

Subscribed and sworn before me this 21 day of November, 2014
My Commission expires:
(Affiant)
Marguerite M. Schaffer, Managing Principal
(Print name & title of affiant) (Corporate Seal)

JENNIFER S. CLARK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/27/2014

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Shain, Schaffer & Rafanello, P.C.		
Address:	150 Morristown Road, Suite 105		
City: Bernardsville	State: NJ	Zip: 07924	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Marguerite M. Schaffer Printed Name	Managing Principal Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Shain, Schaffer & Rafanello	Somerset County Dem. Comm.	Oct-Dec 2013	$8,244.27 In-Kind
Shain, Schaffer & Rafanello	Newark Progressive Alliance	11/8/13	$7,200.00
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	Jan-July 2014	$21,665.10 In-Kind
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	8/6/14	$1,661.54
Shain, Schaffer & Rafanello	Union County Democratic Comm	8/18/14	$500.00
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	8/22/14	$1,661.54
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	9/5/14	$1,661.54
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	9/19/14	$1,661.54
Shain, Schaffer & Rafanello	Union County Democratic Comm	10/9/14	$300.00
Shain, Schaffer & Rafanello	Comm. to Elect Robert Corbin	10/17/14	$300.00
Shain, Schaffer & Rafanello	Comm. to Elect Robert Davis	10/17/14	$300.00
Shain, Schaffer & Rafanello	North Brunswick Dem. Org.	10/17/14	$300.00

☐ Check here if the information is continued on subsequent page(s)

01/07/10

Taxpayer Identification# **223-011-616/000**

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
SHAIN SCHAFFER, RAFANELLO, P.C.

TRADE NAME:

ADDRESS:
150 MORRISTOWN STE 105
BERNARDSVILLE NJ 07924

SEQUENCE NUMBER:
0507809

EFFECTIVE DATE:
04/02/86

ISSUANCE DATE:
01/07/10

Director
New Jersey Division of Revenue

FORM-BRC
(01-08), B203616V

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

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 25054

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-2012 to 15-JUN-2019

SHAIN, SCHAFFER & RAFANELLO, P.C.
150 MORRISTOWN ROAD, STE. 105
BERNARDSVILLE NJ 07924

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 14.827

Agenda No. 10.Z.22

Approved: DEC 17 2014

TITLE: **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARDIN, KUNDLA, MCKEON & POLETTO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTERS ENTITLED LIBERTY STORAGE, LLC V. CITY OF JERSEY CITY, ET AL. AND STERLING CAPITAL, LLC V. CITY OF JERSEY CITY, ET AL.**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 13-702 on October 9, 2013 authorizing a professional services agreement with the law firm of Hardin, Kundla, McKeon & Poletto, PC, 673 Morris Avenue, P.O. Box 730, Suite 105, Springfield, NJ 07081 as Special Counsel to represent the City of Jersey City in the matters of Liberty Storage, LLC v. City of Jersey City and Sterling Capital, LLC v. City of Jersey City, et al.; and

WHEREAS, the City of Jersey City acquired by eminent domain property on Linden Avenue for the construction of the new municipal services center; and

WHEREAS, the property was contaminated with substances such as chromium requiring environmental remediation of the entire property; and

WHEREAS, the City of Jersey City requires the services of an attorney to represent the City in two actions to determine the liability of prior owners of the property for the costs of remediation; and

WHEREAS, the law firm of Hardin, Kundla, McKeon & Poletto, PC are qualified to perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **$150.00** per hour, including expenses, for a total amount to be increased by an additional **$50,000** for a total amount of **$110,000**; and

WHEREAS, N.J.S.A.40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in July 2014, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

WHEREAS, Hardin, Kundla, McKeon & Poletto, PC Submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, the law firm of Hardin, Kundla, McKeon & Poletto, PC have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Hardin, Kundla, McKeon & Poletto, PC from making any reportable contributions during the term of the contract; and

WHEREAS, Kundla, McKeon & Poletto, PC have submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Kundla, McKeon & Poletto, PC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.827

Agenda No. 10.Z.22 DEC 17 2014

TITLE: **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARDIN, KUNDLA, MCKEON & POLETTO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTERS ENTITLED LIBERTY STORAGE, LLC V. CITY OF JERSEY CITY, ET AL. AND STERLING CAPITAL, LLC V. CITY OF JERSEY CITY, ET AL.**

WHEREAS, funds are available for the costs of these services in **Account No: 04-226-55-000-039.**

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

1. An agreement is awarded to the law firm of Hardin, Kundla, McKeon & Poletto to represent the City of Jersey City in the matters of Liberty Storage, LLC v. City of Jersey City and Sterling Capital, LLC v. City of Jersey City, for a total amount to be increased by an additional **$50,000** for a total amount of **$110,000.**

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 04-226-55-000-039** for payment of this resolution.

P.O. #115509

Donna Mauer, Chief Financial Officer

:igp
11/19/14

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

APPROVED: _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARDIN, KUNDLA, MCKEON & POLETTO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTERS ENTITLED LIBERTY STORAGE, LLC V. CITY OF JERSEY CITY, ET AL. AND STERLING CAPITAL, LLC V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for Calendar Year 2014-2015 in the amount of $50,000.

Cost (Identify all sources and amounts)

$50,000. 04-226-55-000-039

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Hardin, Kundla, McKeon & Poletto.** ("Special Counsel").

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

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with Liberty Storage, LLC v. City of Jersey City, et al. and Sterling Capitol, LLC v. City of Jersey City et al.

Affidavit of Services

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

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **$150.00** per hour, including expenses. The total amount of this agreement shall not exceed **$50,000**.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

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

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

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

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

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;

- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

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

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

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

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

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

Assignment

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

New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

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

Affirmative Action Plan

(A) If the contract exceeds $9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds $9,200).

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

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Hardin, Kundla, McKeon & Poletto

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 Hardin,Kundla,McKeon Poletto (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 Hardin,Kundla,McKeon & Poletto (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: Hardin, Kundla, McKeon & Poletto

Signed: [signature] Title: President

Print Name: George R. Hardin, Esq. Date: Dec. 5, 2014

Subscribed and sworn before me
this 5TH day of DEC., 2014
My Commission expires:

[signature]

_____
(Affiant)

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

LINDA J. RAPCIOS-POPIK
Notary Public, State of New Jersey
My Commission Expires Jan. 23, 2018

**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.

G:\WPDOCS\HARDIN\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am (1) George R. Hardin of

the firm of Hardin, Kundla, McKeon & Poletto, PA

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participatedin any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.
I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of Respondent)

GEORGE R. HARDIN, ESQUIRE
PRESIDENT

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY DECEMBER 5TH OF 2014.

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2018

LINDA J. RAPCION-POPIK
Notary Public, State of New Jersey
My Commission Expires Jan. 23, 2018

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

PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY
STOCKHOLDERS:

Name	Address	% owned

SIGNATURE:

GEORGE R. HARDIN, ESQUIRE
PRESIDENT

George R. Hardin	673 Morris Ave., Springfield,NJ	25%
Janet L. Poletto	673 Morris Ave., Springfield,NJ	20%
Mark S. Kundla	673 Morris Ave., Springfield,NJ	25%
John F. McKeon	673 Morris Ave., Springfield, NJ	16%

TITLE: President

SUBSCRIBED

AND SWORN TO

BEFORE ME THIS DAY December 5TH OF 2014

(TYPE OR PRINT NAME OF

AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 2018

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

LINDA J. RAPCION-POPIK
Notary Public, State of New Jersey
My Commission Expires Jan. 23, 2018

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Hardin,Kundla,McKeon & Poletto		
Address:	673 Morris Avenue		
City:	Springfield	State: NJ	Zip: 07081

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	George R. Hardin, Esq.	President
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): George R. Hardin, President

Representative's Signature: [signature]

Name of Company: Hardin, Kundla, McKeon & Poletto, PA

Tel. No.: 973-912-5222 Date: 12/5/2014

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

The contractor and the President of Hardin, Kundla, McKeon & Poletto, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. §121 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): George R. Hardin, President
Representative's Signature: George R. Hardin
Name of Company: Hardin, Kundla, McKeon & Poletto, PA
Tel. No.: 973-912-5222 Date: 12/4/2014

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Hardin, Kundla, McKeon & Poletto

Address: 673 Morris Avenue, Sprinfield, NJ 07081

Telephone No.: 973-912-5222

Contact Name: George R. Hardin, Esquire

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Conover Beyer Associates
2600 Highway 35
Manasquan NJ 08736

CONTACT NAME: Lynda Hawk
PHONE (A/C, No, Ext): (732)223-9700 FAX (A/C, No): (732)223-6044
E-MAIL ADDRESS: lyhawk@conoverbeyer.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Co	24082
INSURER B: Netherlands Ins Co.	24171
INSURER C: Ohio Casualty Ins Co.	24074
INSURER D: Excelsior Ins Co.	11045
INSURER E: Catlin Ins Co.	
INSURER F:	

INSURED
Hardin, Kundla, Mckeon, & Poletta
673 Morris Ave
Springfield NJ 07081

COVERAGES CERTIFICATE NUMBER: 2014 Master COI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			BZ855408511	1/16/2014	1/16/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 0 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS 00			BA2524016	1/16/2014	1/16/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			US055408511	1/16/2014	1/16/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2524017	1/16/2014	1/16/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Lawyers Professional			LPD-20025-1213	12/10/2013	12/10/2014	Limit Deductible	$ 5,000,000 $ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Jersey City
Department of Law
City Hall
280 Grove Street
Jersey City, NJ 07302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Warren Beyer/LYNDAH

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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: Hardin Kundla McKeon & Poletto, P.A.

4. STREET	CITY	COUNTY	STATE	ZIP CODE
673 Morris Avenue	Springfield	Union	NJ	07081

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Karen J. Gardnik	[signature]	OFFICE Administrator	12	8	14

7. ADDRESS (NO. & STREET)	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
673 Morris Avenue	Springfield	Union	NJ	07081	973-912-5222

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE		DIVISION OF REVENUE DUN #	

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF $75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 11-24-14 TO 11-28-14

NAME OF FACILITY: Hardin Kundla McKeon & Poletto P.A.

Street: 673 Morris Avenue (City): Springfield (County): Union (State): N.J. (Zip Code): 07081

JOB CATEGORIES	MALE Total	Black	Hispanic	Am. Indian	Asian	Non-Min.	FEMALE Total	Black	Hispanic	Am. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	4	x	x	x	x	4	3	x	x	x	x	3
PROFESSIONALS	29	1	1	x	1	26	41	7	2	x	1	31
TECHNICIANS	x	x	x	x	x	x	x	x	x	x	x	x
SALES WORKERS	x	x	x	x	x	x	x	x	x	x	x	x
OFFICE & CLERICAL	3	x	x	x	x	3	3	1	x	x	x	2
CRAFTWORKERS	x	x	x	x	x	x	x	x	x	x	x	x
OPERATIVES	x	x	x	x	x	x	x	x	x	x	x	x
LABORERS	x	x	x	x	x	x	x	x	x	x	x	x
SERVICE WORKERS	x	x	x	x	x	x	x	x	x	x	x	x
TOTAL	36	1	1	x	1	33	47	7	2	x	1	36

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

NAME OF PERSON COMPLETING FORM (Print or Type): LAST Gardner FIRST Kenny MI J. SIGNATURE [signature] TITLE Office Administrator DATE SUBMITTED 12-8-14

ADDRESS (NO. & STREET) Hardin Kundla McKeon Poletto 673 Morris Avenue (CITY) (STATE) NJ (ZIP) 07081 PHONE (AREA CODE, NO., EXTENSION)

11/01/01

Taxpayer Identification# 223-541-348/000

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof offRegistration 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 orrequire 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

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FORISTATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
HARDIN, KUNDLA, MCKEON, POLETTO & POLIER

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#
0105865

ADDRESS
673 MORRIS AVE
SPRINGFIELD NJ 07081

ISSUANCE DATE:
11/01/01

EFFECTIVE DATE:
10/01/97

Patricia A. Chiacchio
Director, 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. 14.828

Agenda No. 10.Z.23

Approved: DEC 17 2014

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS., LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 13-757 on November 13, 2013 authorizing a professional services agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC, 5 Ravine Drive, Matawan, NJ 07747 as Special Counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in the matter Valerie Montone v. City of Jersey City, et al.; and

WHEREAS, Valerie Montone filed a complaint in Federal District Court of New Jersey against the City of Jersey City, Mayor Jerramiah Healy and former Police Chief Robert Troy alleging violations of her civil rights; and

WHEREAS, the Corporation Counsel determined that it was necessary to reappoint outside counsel to represent the City of Jersey City and Former Mayor Jerramiah Healy in this matter; and

WHEREAS, special counsel was previously retained to provide these services at an hourly rate of **$125.00** per hour, including expenses. Cleary, Giacobbe, Alfieri, Jacobs, LLC'S contract is overdue and they have exhausted their contract amount, therefore, it is necessary to increase the contract amount by an additional **$50,000**; and

WHEREAS, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, because this matter continues to be litigated, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006;

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC has completed and submitted a Business Entity Disclosure Certificate which certified that they have 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 Cleary, Giacobbe, Alfieri, Jacobs, LLC from making any reportable contributions during the term of the contract; and

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

WHEREAS, in addition Cleary, Giacobbe, Alfieri, Jacobs, LLC have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the costs of these services in **Account No: 14-14-298-56-000-856.**

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

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

1. The agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC is hereby reauthorized for one year, effective December 17, 2014, for a total amount to be increased by an additional **$50,000** for a total amount of **$200,762.27.**

City Clerk File No. Res. 14.828

Agenda No. 10.Z.23 DEC 17 2014

TITLE: **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS., LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.**

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. This agreement is awarded without competitive bidding, as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.

4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

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

6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No. 14-14-298-56-000-856** for payment of this resolution.

Matthew, Risk Manager

:igp
11/18/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS., LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for Calendar Year 2014-2015 in the amount of $50,000.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 14-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Cleary, Giacobbe, Alfieri, Jacobs, LLC.** ("Special Counsel").

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

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with Montone, et al. v. City of Jersey City, et al.

Affidavit of Services

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

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **$125.00** per hour, including expenses. The total amount of this agreement shall not exceed **$50,000.00.**

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within

15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

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

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

(A) If the contract exceeds $9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds $9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC

_____

_____

Richard Gantner, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Richard A. Gantner, Esq./Partner

Representative's Signature:

Name of Company: Cleary Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700 **Date:** 10/28/14

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: (https://www.state.nj.us/treasury/contract_compliance/affirm.html)

SECTION A - COMPANY IDENTIFICATION

1. FED. 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

4. COMPANY NAME: Cleary Giacobbe Alfieri Jacobs LLC

5. STREET: 169 Ramapo Valley Road, Upper Level 105, CITY: Oakland, COUNTY: NJ STATE 07436 ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	MAILED DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO 1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN: MALE BLACK	MALE HISPANIC	MALE ASIAN/ INDIAN	MALE ASIAN	MALE NON MIN.	FEMALE BLACK	FEMALE HISPANIC	FEMALE ASIAN/ INDIAN	FEMALE ASIAN	FEMALE NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION D OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED FROM: TO:

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Richard A. Gantner, Esq. SIGNATURE TITLE: Partner DATE MO DAY YEAR

17. ADDRESS NO. & STREET: 169 Ramapo Valley Road, Upper Level 105, CITY: Oakland, COUNTY: STATE: NJ ZIP CODE: 07436 AREA CODE: 973 NO & EXTENSION: 845-6700

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Richard A. Gantner, Esq./Partner
Representative's Signature: _____
Name of Company: Cleary Giacobbe Alfieri Jacobs LLC
Tel. No.: 973-845-6700 **Date:** 10/28/14

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 : Cleary Giacobbe Alfieri Jacobs LLC

Address : 169 Ramapo Valley Road; UL 105, Oakland, NJ 07436

Telephone No. : 973-845-6700

Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(name of business entity) has not made any reportable contributions in the **one-year period preceding _____(date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary Giacobbe Alfieri Jacobs LLC

Signed _____ Title: Partner

Print Name: Richard A. Gantner Date: 10/28/14

Subscribed and sworn before me
this 28 day of October, 2014.
My Commission expires:

_____(Affiant)

_____
(Print name & title of affiant) (Corporate Seal)

MAUREEN O. NALLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/24/18

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <*name of business entity*> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <*name of entity of elected officials*> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

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: Clearly Giacobbe Alfieri Jacobs LLC

Signed: _____ Title: _____

Print Name: Richard A. Gantner Date: 10/28/14

Subscribed and sworn before me this 28th day of October, 2014

My Commission expires:

_____ (Affiant)

_____ (Print name & title of affiant) (Corporate Seal)

MAUREEN O. NALLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/24/18

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Cleary Giacobbe Alfieri Jacobs LLC		
Address:	169 Ramapo Valley Road; Upper Level 105		
City:	Oakland	State: NJ	Zip: 07436

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Richard A. Gantner Printed Name	Partner Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.829

Agenda No. 10.Z.24

Approved: DEC 17 2014

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 13-758 on November 13, 2013 authorizing a professional services agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC, 5 Ravine Drive, Matawan, NJ 07747 as Special Counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in the matter Astriab v. City of Jersey City, et al.; and

WHEREAS, John Astriab and several other police officers filed a complaint in Federal District Court of New Jersey against the City of Jersey City, former Mayor Jerramiah Healy and former Police Chief Robert Troy alleging they were denied promotion to the rank of police lieutenant for discriminatory and retaliatory reasons; and

WHEREAS, the Corporation Counsel determined that it was necessary to reappoint outside counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in this matter; and

WHEREAS, special counsel was previously retained to provide these services at an hourly rate of **$125.00** per hour, including expenses. Cleary, Giacobbe, Alfieri, Jacobs, LLC contract is overdue. The total amount which is remaining from the old contract is **$24,983.77** and no additional monies is requested; and

WHEREAS, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, because this matter continues to be litigated, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC has completed and submitted a Business Entity Disclosure Certificate which certified that they have 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 Cleary, Giacobbe, Alfieri, Jacobs, LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Cleary, Giacobbe, Alfieri, Jacobs, LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Cleary, Giacobbe, Alfieri, Jacobs, LLC have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, the resolution reauthorizing the award and the agreement itself much be available for public inspection; and

WHEREAS, funds are available for the cost of these services in **Account No.14-14-298-56-000-856**

City Clerk File No. Res. 14.829

Agenda No. 10.Z.24 DEC 17 2014

TITLE: **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC is hereby reauthorized for one year, effective December 17, 2014, for a total amount **$24,893.77** remaining from the previous contract for a total contract amount of **$50,000.**

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. This contract is awarded without competitive bidding, as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No. 14-14-298-56-000-856** for payment of this resolution.

Matthew, Risk Manager

:igp
11/18/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for Calendar Year 2014-2015 in the amount of $24,983.77 from the previous contract.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 14-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Cleary, Giacobbe Alfieri & Jacobs, LLC.** ("Special Counsel").

WITNESSETH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with Astriab v. City of Jersey City, et al.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **$125.00** per hour, including expenses. The total amount of this agreement shall not exceed **$24,893.77.**

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within

15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents ($.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents ($1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

(A) If the contract exceeds $9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds $9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

CLEARY, GIACOBBE, ALFIERI JACOBS, LLC

_____

_____

Richard Gantner, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Richard A. Gantner, Esq./Partner

Representative's Signature:

Name of Company: Cleary Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700 **Date:** 10/28/14

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION D, ITEM 11. For instructions on completing the form, go to http://www.state.nj.us/treasury/purchase/contractcompliance/index.shtml

SECTION A - COMPANY IDENTIFICATION

1. FED. 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

4. COMPANY NAME: Cleary Giacobbe Alfieri Jacobs LLC

5. STREET: 169 Ramapo Valley Road, Upper Level 105 CITY: Oakland COUNTY: STATE: NJ ZIP CODE: 07436

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	MAILED DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories. In columns 1, 2, & 3, DO NOT SUMMARIZE ACROSS PAYROLLS.

JOB CATEGORIES	ALL EMPLOYEES COL. 1 TOTAL (COLS 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN: MALE BLACK	MALE HISPANIC	MALE AMER. INDIAN	MALE ASIAN	MALE NON MIN.	FEMALE BLACK	FEMALE HISPANIC	FEMALE AMER. INDIAN	FEMALE ASIAN	FEMALE NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (Last)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED FROM: TO:

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Richard A. Gantner, Esq. SIGNATURE: TITLE: Partner DATE MO. DAY YEAR

17. ADDRESS NO. & STREET: 169 Ramapo Valley Road, Upper Level 105 CITY: Oakland COUNTY: STATE: NJ ZIP CODE: 07436 TELEPHONE (AREA CODE NO. EXTENSION): 973 - 845-6700

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 II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. 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: Richard A. Gantner, Esq./Partner
Representative's Signature: _____
Name of Company: Cleary Giacobbe Alfieri Jacobs LLC
Tel. No.: 973-845-6700 **Date:** 10/28/14

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 : Cleary Giacobbe Alfieri Jacobs LLC

Address : 169 Ramapo Valley Road; UL 105, Oakland, NJ 07436

Telephone No. : 973-845-6700

Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary Giacobbe Alfieri Jacobs LLC

Signed _____ Title: Partner

Print Name Richard A. Gantner Date: 10/28/14

Subscribed and sworn before me
this 28 day of October, 2014.
My Commission expires:

_____ (Affiant)

_____
(Print name & title of affiant) (Corporate Seal)

MAUREEN O. NALLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/24/18

**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.

G:\WPDOCS\RENE\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <*name of business entity*> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <*name of entity of elected officials*> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

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: Clearly Giacobbe Alfieri Jacobs LLC

Signed: [signature] Title:

Print Name: Richard A. Gantner Date: 10/28/14

Subscribed and sworn before me this 28th day of October, 2014

My Commission expires:

[signature] (Affiant)

(Print name & title of affiant) (Corporate Seal)

MAUREEN O. NALLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/24/18

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Cleary Giacobbe Alfieri Jacobs LLC		
Address:	169 Ramapo Valley Road; Upper Level 105		
City:	Oakland	State: NJ	Zip: 07436

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Richard A. Gantner	Partner

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

Certification 45751

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2010 to 15-NOV-2017

CLEARY GIACOBBE ALFIERI & JACOBS
5 RAVINE DRIVE
MATAWAN NJ 07747

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
CLEARY, GIACOBBE, ALFIERI & JACOBS, L.L.

TRADE NAME:

ADDRESS:
5 RAVINE DRIVE
MATAWAN NJ 07747

SEQUENCE NUMBER:
1598238

EFFECTIVE DATE:
11/03/10

ISSUANCE DATE:
11/03/10

Director
New Jersey Division of Revenue

(04-08), D205846V

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.830

Agenda No. 10.Z.25

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO KERRI L. CAMPBELL, ESQ. OF THE FIRM OF CHADBOURNE & PARKE TO ASSIST AND ADVISE THE CITY OF JERSEY CITY IN THE MATTER OF JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. v. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City and former Chief of Police Robert Cowan are defendants in a complaint filed in Superior Court of New Jersey alleging violation of First Amendment Rights; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to assist and advise the City of Jersey City in this matter; and

WHEREAS, Kerri L. Campbell, Esq. of the firm of Chadbourne & Parke is qualified to perform these services and will provide these services at the rate of **$200.00 per hour**, including expenses, for a total amount not to exceed **$50,000**; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services "directly and openly" as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Kerri L. Campbell, Esq. of the law firm of Chadbourne & Parke has completed and submitted a Business Entity Disclosure Certification which certifies that she 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 Kerri L. Campbell, Esq. of the law firm of Chadbourne & Parke from making any reportable contributions during the term of the contract; and

WHEREAS, Chadbourne & Parke has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Chadbourne & Parke have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **14-14-298-56-000-856**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Kerri L. Campbell, Esq. of the law firm of Chadbourne & Parke is hereby authorized for one year, effective October 22, 2014, for a total amount not to exceed **$50,000.**

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 14-830

Agenda No. 10.Z.25 DEC 17 2014

TITLE: **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO KERRI L. CAMPBELL, ESQ. OF THE FIRM OF CHADBOURNE & PARKE TO ASSIST AND ADVISE THE CITY OF JERSEY CITY IN THE MATTER OF JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. v. CITY OF JERSEY CITY, ET AL.**

3. This contract is awarded without competitive bidding, as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No.: 14-14-298-56-000-856** for payment of this resolution

Matthew Hogan, Risk Manager

:igp
11/9/14

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12 17 14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO KERRI L. CAMPBELL, ESQ. OF THE FIRM OF CHADBOURNE & PARKE TO ASSIST AND ADVISE THE CITY OF JERSEY CITY IN THE MATTER OF JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. v. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for Calendar Year 2014-2015 in the amount of $50,000.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 14-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Kerri L. Campbell, Esq. of the law firm of Chadbourne & Parke, 1200 New Hampshire Avenue NW, Washington, DC.** ("Special Counsel").

WITNESSETH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to assist and advise the City of Jersey City with legal services in connection with Jersey City Police Superior Officers Association, et al. v. City of Jersey City, et al.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **$200.00** per hour, including expenses. The total amount of this agreement shall not exceed **$50,000.00 .**

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents ($.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents ($1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

(A) If the contract exceeds $9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds $9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

Chadbourne & Parke

_____

_____

Kerri L. Campbell, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey; and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Charles K. O'Neill, Partner

Representative's Signature:

Name of Company: Chadbourne & Parke LLP

Tel. No.: (212) 408-5100 **Date:** November 12, 2014

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. S12101 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): Charles K. O'Neill, Partner
Representative's Signature: [signature]
Name of Company: Chadbourne & Parke LLP
Tel. No.: (212) 408-5100 Date: November 12, 2014

* Notwithstanding the foregoing, the contractor shall not be required to defend, indemnify or save harmless the owner from any suits, actions or claims arising out of the owner's alleged violation or violation of the Act.

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 : Chadbourne & Parke LLP

Address : 1301 Avenue of the Americas, New York, NY 10019

Telephone No. : (212) 408-5100

Contact Name : Charles K. O'Neill

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

XX Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

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 Chadbourne & Parke LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding July 1, 2014 (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 Chadbourne & Parke LLP (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: Chadbourne & Parke LLP

Signed _____ Title: Partner

Print Name: Charles K. O'Neill Date: November 12, 2014

Subscribed and sworn before me
this 12th day of November 2014.
My Commission expires:

PEGGY E. RUIZ
Notary Public, State of New York
No. 4650438
Qualified in New York County
Commission Expires Jan. 31, 2018

Charles K. O'Neill
(Affiant)
Charles K. O'Neill, Partner
(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.

Q:\WPDOCS\PAYTO~1\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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 **Chadbourne & Parke LLP** 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 (s).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavazzo for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

XX 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:

XX Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
No partner has an interest in the	
partnership of 10% or more	

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: Chadbourne & Parke LLP

Signed: [signature] Title: Partner

Print Name: Charles K. O'Neill Date: November 12, 2014

Subscribed and sworn before me this 14th day of November, 2014.

My Commission expires: [signature]

PEGGY E. RUIZ
Notary Public, State of New York
No. 4650438
Qualified in New York County
Commission Expires Jan. 31, 2016

Charles K. O'Neill
(Affiant)

Charles K. O'Neill, Partner
(Print name & title of affiant) (Corporate Seal)

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

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: 530

4. COMPANY NAME: Chadbourne & Parke LLP

5. STREET	CITY	COUNTY	STATE	ZIP CODE
1301 Avenue of the Americas	New York	New York	NY	10019

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 0

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

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 COL. 1 TOTAL (Cols.2 & 3)	COL. 2 MALE	COL. 3 FEMALE	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN MALE: BLACK	MALE: HISPANIC	MALE: AMER. INDIAN	MALE: ASIAN	MALE: NON MIN.	FEMALE: BLACK	FEMALE: HISPANIC	FEMALE: AMER. INDIAN	FEMALE: ASIAN	FEMALE: NON MIN.
Officials/ Managers	43	15	28	1	1	0	2	11	3	1	0	5	19
Professionals	278	184	94	5	10	1	5	163	5	8	0	9	72
Technicians	16	12	4	2	4	0	2	4	1	1	0	1	1
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	186	38	148	6	14	0	5	13	36	20	0	5	87
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	7	7	0	1	6	0	0	0	0	0	0	0	0
TOTAL	530	256	274	15	35	1	14	191	45	30	0	20	179
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.												
	35	11	24	2	3	0	0	6	3	2	0	3	16

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: 10/1/2014 To: 10/31/2014

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☒ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Teresa Fan		Manager, HR Admin & HRIS	11	13	2014

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO. EXTENSION)
1301 Avenue of the Americas	New York	New York	NY	10019	646 - 358 - 2537

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. 52:34-25(b) 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.

* 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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Chadbourne & Parke LLP		
Address:	1301 Avenue of the Americas		
City:	New York	State: NY	Zip: 10019

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form. *

Signature	Printed Name	Title
	Charles K. O'Neill	Partner

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

* After inquiry to the partnership's 100 partners, none have advised that either they or their spouses have made a contribution exceeding $300.00 to any of the entities or individuals referenced in N.J.S.A. 19:44 A-20.26.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CHADBOURNE & PARKE LLP
Trade Name:	
Address:	30 ROCKEFELLER PLZ NEW YORK, NY 10112
Certificate Number:	0913325
Effective Date:	November 03, 2000
Date of Issuance:	June 10, 2014

For Office Use Only:

20140610154014454

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.831

Agenda No. 10.Z.26

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO K. SEAN COONEY, M.A.I. AND ROBERT J. BOVASSO, JR., M.A.I. OF COONEY BOVASSO REALTY ADVISORS, INC., TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY.

Council offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of a professional real estate appraiser to prepare appraisal reports and to testify as an expert witness in property tax appeal cases filed before the Tax Court of New Jersey; and

WHEREAS, K. Sean Cooney, M.A.I. and Robert J Bovasso, Jr., M.A.I. of Cooney Bovasso Realty Advisors, Inc.,71 Union Avenue, Rutherford, NJ, 07070 agree to perform these services required by the City; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, K. Sean Cooney, M.A.I. and Robert J. Bovasso, Jr., M.A.I. agree to provide these services at an hourly rate of $200 for a total sum not to exceed $18,000; P.O. # 115635 ; and

WHEREAS, the sum of $5,000 is available in Account No.: 2014-01-201-20-150-312; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, K. Sean Cooney, M.A.I. and Robert J. Bovasso, Jr., M.A.I. have submitted their Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

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 K. Sean Cooney, M.A.I. and Robert J. Bovasso, Jr., M.A.I. of Cooney Bovasso Realty Advisors, Inc. for performing real estate appraisal services for twelve (12) months at an hourly rate of $200 for a total sum not to exceed $18,000.
2. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 temporary and permanent budgets.

City Clerk File No. Res. 14.831

Agenda No. 10.Z.26 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO K. SEAN COONEY, M.A.I. AND ROBERT J. BOVASSO, JR., M.A.I. OF COONEY BOVASSO REALTY ADVISORS, INC., TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY.

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-l et seq.;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of the adoption of this resolution.
5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer) Chief Financial Officer, certify that $5,000 is available under encumbrance in Account No.: 01-201-20-150-312 PO # 115635

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0 12.17.14

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a professional services contract to Conney Bovasso Realty Advisors, Inc.

Project Manager

Department/Division	**Tax Assessor's Office**	**Tax Assessor's Office**
Name/Title	**Eduardo Toloza**	**Director/Assessor**
Phone/email	**201-547-4707**	**Edward@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide appraisal services in connection with property Tax Appeal cases filed before the Tax Court of New Jersey.

Cost (Identify all sources and amounts)

$5,000

Contract term (include all proposed renewals)

12 months

Type of award **OPEN**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

12/04/14
Date

AGREEMENT

AGREEMENT made this_____day of_____, 2014 between the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "City") and K. Sean Cooney and Robert J. Bovasso, Jr. Of Cooney Bovasso Realty Advisors, Inc., 71 Union Avenue, Rutherford, New Jersey 07070 (hereinafter referred to as "Consultant").

WHEREAS, the City of Jersey City (City) requires the services of a professional real estate appraiser to prepare reports and to testify as an expert witness in property tax appeal cases filed in the Tax Court of New Jersey; and

WHEREAS, in accordance with the fair and open provisions of the N.J.S.A. 19:44A-20,4 et seq. (Pay-to-Play Law), the City posted a Request for Qualifications (RFQ) on the City's website; and

WHEREAS, K. Sean Cooney and Robert J. Bovasso, Jr. Of Cooney Bovasso Realty Advisors, Inc. Responded to the City's RFQ and are both certified as M.A.I. And are qualified to provide the services; and

WHEREAS, the Consultant agrees to provide these services at an hourly rate of $200.00 for a total contract amount not to exceed $18,000.00; and

WHEREAS, this Agreement was authorized by Resolution_____approved on , 2014.

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 real estate appraisal services as requested by the City.

ARTICLE II
Scope of Services and Term

1. Consultant shall perform for the City all the required services in accordance with the Scope of Services prepared by the City which is attached hereto and incorporated herein by reference (Exhibit "A").

2. Such described services shall be performed during a period of twelve ***(12) months*** commencing on the date this Agreement is executed by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent Consultant and shall not act as an agent or employee of the City. As an independent Consultant, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices in the industry.

ARTICLE IV
Compensation and Payment

1. In exchange for performing the services described in Article II herein, Consultant shall be compensated at the rate of $200.00 per hour. The total cost of the contract shall not exceed the sum of $18,000.00. Compensation shall be payable upon receipt of a monthly statement by the City's Tax Assessor from Consultant outlining services performed and/or rendered by Consultant on behalf of the City during that month. The monthly statement from Consultant shall specify the number of hours expended by Consultant during that monthly reporting period in the performance of services on behalf of the City. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS ($2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than two million dollars ($2,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS ($1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VII
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VIII
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE IX
Counter-parts

This Agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such count-parts shall constitute one and the same document.

ARTICLE X
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they from no part of this Agreement and shall not affect its interpretation.

ARTICLE XI
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

ARTICLE XII
Indulgences

Neither the failure nor any delay on the apart of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XIII
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Cooney Bovasso Realty Advisors, Inc.	City of Jersey City
Attn: SEAN COONEY	Attn:

ARTICLE XIV
New Jersey Business Registration Requirements

The Consultant shall provide written notice to its subConsultants of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subConsultant or supplier used in the fulfillment of the contract, or shall attest that not subConsultants were used.

For the term of the contract, the Consultant and each of its affiliates and a subConsultant 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 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. 100 (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 XV
City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

ROBERT BYRNE
City Clerk

CITY OF JERSEY CITY

ROBERT KAKOLESKI
Business Administrator

ATTEST:

Kathleen Budd
Kathleen Budd

COONEY BOVASSO REALTY ADVISORS, INC.

SEAN COONEY PRES.

RR
11-30-11

EXHIBIT A

SCOPE OF SERVICES

The City's Office of the Tax Assessor is contacting with real estate appraisers who will be available to provide services as needed in connection with the defense of the City's assessments on assessment appeals filed at both the Hudson County Board of Taxation and the Tax Court of New Jersey. An appraisal firm must have at least two appraisers with M.A.I. designation; must have extensive knowledge/experience with properties within Jersey City; must have experience with appraising properties valued at over $5,000,000; and must be familiar with P.I.L.O.T. program phase-in's v. conventional taxation.

4.1 General

Assessment appeals, involving both commercial and industrial properties, have been filed against the City and the City Assessor is in need of appraisal services to defend the City's tax assessments. The City's Assessor and/or his designee will identify a property or group of properties for which appraisal services will be needed. The Assessor and/or his designee will also determine whether a full appraisal report or a pro-forma analysis is required for each individual property. The Assessor and/or his designee, may at his/her discretion, require the Appraiser to attend settlement conferences or meetings with City staff in connection with the services herein detailed. The Assessor and/or his designee, may request the Appraiser to make a detailed inspection of the property to be appraised, if necessary, and give the owner or his designated representative the opportunity to accompany the Appraiser during the inspection.

4.2 Properties to be appraised

Commercial properties within the City of Jersey City include two (2) regional malls, one (1) private golf course, large multi-tenanted office buildings, hotels, banks, gas stations, neighborhood shopping districts, and over 1600 apartment buildings. There are approximately 578 industrial properties located throughout the City, with one (1) industrial park containing warehouses and distribution centers. Hundreds of these properties are subject to P.I.L.O.T. programs, and not conventionally taxed.

4.3 Analysis and Valuation

This appraisal is to estimate market value for the defense of tax appeals, including but not limited to:

- General property identification
- Highest and best use
- Fee Simple Interest
- Market Approach Analysis
- Income Approach Analysis
- Cost Approach Analysis

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 COONEY BOVASSO REALTY ADVISORS (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/31/14 (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 COONEY BOVASSO REALTY ADVISORS (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: COONEY BOVASSO REALTY ADVISORS

Signed: [signature] Title: PRESIDENT

Print Name: SEAN COONEY Date: 12/3/14

Subscribed and sworn before me
this 3rd day of Dec., 2014.
My Commission expires: 2019

Kathleen Buda
(Affiant)

Kathleen Buda - Notary
(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.

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

COONEY BOVASSO REALTY ADVISORS, INC.

TRADE NAME:

ADDRESS:

71 UNION AVE STE 205
RUTHERFORD NJ 07070-1272

SEQUENCE NUMBER:

0105671

EFFECTIVE DATE:

03/03/93

ISSUANCE DATE:

03/28/07

James J. Fusaro

Acting Director
New Jersey Division of Revenue

FORM BRC(08-01) The certificate is nontransferable and must be conspicuously displayed at the business address.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.832

Agenda No. 10.Z.27

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO PAUL T. BEISSER, M.A.I. AND ARTHUR LINFANTE, M.A.I. OF VALUE RESEARCH GROUP, L.L.C. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY.

Council offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of a professional real estate appraiser to prepare appraisal reports and to testify as an expert witness in property tax appeal cases filed before the Tax Court of New Jersey; and

WHEREAS, Paul T. Beisser, M.A.I. and Arthur Linfante, M.A.I. of Value Research Group, LLC, 301 S. Livingston Avenue, Suite 104, Livingston, NJ 07039 agree to perform these services required by the City; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, Paul T. Beisser, M.A.I. and Arthur Linfante, M.A.I. agree to provide these services at an hourly rate of $200 for a total sum not to exceed $18,000; P.O. # 113155 ; and

WHEREAS, the sum of $5,000 is available in Account No.: 2014-01-201-20-150-312; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Paul T. Beisser, M.A.I. and Arthur Linfante, M.A.I. have submitted their Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

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 Paul T. Beisser, M.A.I. and Arthur Linfante, M.A.I. of Value Research Group, L.L.C. for performing real estate appraisal services for twelve (12) months at an hourly rate of $200 for a total sum not to exceed $18,000.
2. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 temporary and permanent budgets.

City Clerk File No. Res.1 4.832

Agenda No. 10.Z.27 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO PAUL T. BEISSER, M.A.I. AND ARTHUR LINFANTE, M.A.I. OF VALUE RESEARCH GROUP, L.L.C. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY.

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of the adoption of this resolution.
5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer) Chief Financial Officer, certify that $5,000 is available under encumbrance in Account No.: 01-201-20-150-312
PO #113155

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a professional services contract to Value Research Group, L.L.C., Inc.

Project Manager

Department/Division	**Tax Assessor's Office**	**Tax Assessor's Office**
Name/Title	**Eduardo Toloza**	**Director/Assessor**
Phone/email	**201-547-4707**	**Edward@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide appraisal services in connection with property Tax Appeal cases filed before the Tax Court of New Jersey.

Cost (Identify all sources and amounts)

$5,000

Contract term (include all proposed renewals)

12 months

Type of award **OPEN**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/04/14

AGREEMENT

AGREEMENT made this_____day of_____, 2014 between the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "City") and Paul T. Beisser and Arthur Linfante of Value Research Group, L.L.C., 301 South Livingston Avenue, Suite 104, Livingston, New Jersey 07039 (hereinafter referred to as "Consultant").

WHEREAS, the City of Jersey City (City) requires the services of a professional real estate appraiser to prepare reports and to testify as an expert witness in property tax appeal cases filed in the Tax Court of New Jersey; and

WHEREAS, in accordance with the fair and open provisions of the N.J.S.A. 19:44A-20,4 et seq. (Pay-to-Play Law), the City posted a Request for Qualifications (RFQ) on the City's website; and

WHEREAS, Paul T. Beisser and Arthur Linfante of Value Research Group, L.L.L. Responded to the City's RFQ and are both certified as M.A.I. And are qualified to provide the services; and

WHEREAS, the Consultant agrees to provide these services at an hourly rate of $150.00 for a total contract amount not to exceed $18,000.00; and

WHEREAS, this Agreement was authorized by Resolution_____approved on , 2014.

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 real estate appraisal services as requested by the City.

ARTICLE II
Scope of Services and Term

1. Consultant shall perform for the City all the required services in accordance with the Scope of Services prepared by the City which is attached hereto and incorporated herein by reference (Exhibit "A").

2. Such described services shall be performed during a period of ***twelve (12) months*** commencing on the date this Agreement is executed by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent Consultant and shall not act as an agent or employee of the City. As an independent Consultant, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices in the industry.

ARTICLE IV
Compensation and Payment

1. In exchange for performing the services described in Article II herein, Consultant shall be compensated at the rate of $150.00 per hour. The total cost of the contract shall not exceed the sum of $18,000.00. Compensation shall be payable upon receipt of a monthly statement by the City's Tax Assessor from Consultant outlining services performed and/or rendered by Consultant on behalf of the City during that month. The monthly statement from Consultant shall specify the number of hours expended by Consultant during that monthly reporting period in the performance of services on behalf of the City. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS ($2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than two million dollars ($2,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS ($1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VII
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VIII
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE IX
Counter-parts

This Agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such count-parts shall constitute one and the same document.

ARTICLE X
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they from no part of this Agreement and shall not affect its interpretation.

ARTICLE XI
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

ARTICLE XII
Indulgences

Neither the failure nor any delay on the apart of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XIII
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Paul T. Beisser and Arthur Linfante	City of Jersey City
Attn:	Attn:

ARTICLE XIV
New Jersey Business Registration Requirements

The Consultant shall provide written notice to its subConsultants of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subConsultant or supplier used in the fulfillment of the contract, or shall attest that not subConsultants were used.

For the term of the contract, the Consultant and each of its affiliates and a subConsultant 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 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. 100 (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 XV
City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

ROBERT BYRNE
City Clerk

CITY OF JERSEY CITY

ROBERT KAKOLESKI
Business Administrator

ATTEST:

VALUE RESEARCH GROUP, LLC
ADVISORS, INC.

RR
11-30-11

EXHIBIT A

SCOPE OF SERVICES

The City's Office of the Tax Assessor is contacting with real estate appraisers who will be available to provide services as needed in connection with the defense of the City's assessments on assessment appeals filed at both the Hudson County Board of Taxation and the Tax Court of New Jersey. An appraisal firm must have at least two appraisers with M.A.I. designation; must have extensive knowledge/experience with properties within Jersey City; must have experience with appraising properties valued at over $5,000,000; and must be familiar with P.I.L.O.T. program phase-in's v. conventional taxation.

4.1 General

Assessment appeals, involving both commercial and industrial properties, have been filed against the City and the City Assessor is in need of appraisal services to defend the City's tax assessments. The City's Assessor and/or his designee will identify a property or group of properties for which appraisal services will be needed. The Assessor and/or his designee will also determine whether a full appraisal report or a pro-forma analysis is required for each individual property. The Assessor and/or his designee, may at his/her discretion, require the Appraiser to attend settlement conferences or meetings with City staff in connection with the services herein detailed. The Assessor and/or his designee, may request the Appraiser to make a detailed inspection of the property to be appraised, if necessary, and give the owner or his designated representative the opportunity to accompany the Appraiser during the inspection.

4.2 Properties to be appraised

Commercial properties within the City of Jersey City include two (2) regional malls, one (1) private golf course, large multi-tenanted office buildings, hotels, banks, gas stations, neighborhood shopping districts, and over 1600 apartment buildings. There are approximately 578 industrial properties located throughout the City, with one (1) industrial park containing warehouses and distribution centers. Hundreds of these properties are subject to P.I.L.O.T. programs, and not conventionally taxed.

4.3 Analysis and Valuation

This appraisal is to estimate market value for the defense of tax appeals, including but not limited to:

.General property identification
.Highest and best use
.Fee Simple Interest
.Market Approach Analysis
.Income Approach Analysis
.Cost Approach Analysis

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 ***Value Research Group, LLC*** (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of section One of the city of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ***Value Research Group, LLC*** (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ***Value Research Group, LLC***

Signed _____ Title: ***Principal Partner***

Print Name ***Paul T. Beisser III*** Date: ***November 21, 2014***

Subscribed and sworn before me
This 21st day of November 2014
My Commission expires:

DANIEL J. COX
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/31/2016

_____
(Affiant)
Paul T. Beisser, Principal Partner
(Print name & title of affiant) (Corporate Seal)

**Pursuant to section2 of Ordinance 08-128, no contributions or solicitation of Contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J 08646-0252

TAXPAYER NAME:
VALUE RESEARCH GROUP LLC

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#
0107292

ADDRESS
301 S. LIVINGSTON AVE STE 104
LIVINGSTON NJ 07039

ISSUANCE DATE:
11/27/01

EFFECTIVE DATE:
03/11/96

Patricia A. Chiacchio
Director, 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. 14.833

Agenda No. 10.Z.28

Approved: DEC 17 2014

TITLE:

Resolution Honoring Stan Krause
The Music Man of Jersey City

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, Stan Krause was born in North Arlington, N.J. and he developed a passion for music when he was twelve years old listening to the "big band" sound of the fifties; and

WHEREAS, Stan began working with his father when he was seventeen in a pressing plant in Jersey City where they manufactured vinyl records, including Wilbert Harrison's "Kansas City", a number one hit in 1959; and

WHEREAS, Stan Krause got a job at Variety Records in Manhattan and from that experience he knew that music would become his life. He developed a technical understanding for music and decided to forgo college to pursue music as a career; and

WHEREAS, Stan caught his first break in 1962 when he was introduced to the female R & B bank "The Juliets" and produced their first studio album. From then on, Krause was a music producer, producing a dozen albums and 45 records ranging from rythum and blues to acapella to rap over the next forty years. He names his record label, "Catamount Records"; and

WHEREAS, Stan produced a live show for The Persuasions at the State Theatre in Journal Square. Their success grew and during a tour with the group in England, he met his wife, Eva; and

WHEREAS, retired after 50 years in the business, Stan operates Stan's Square Records. The store originally opened in Journal Square in 1965 and found its permanent home on Bergen Avenue in 1978. Stan is happy to still be in the business.

Now, Therefore, It Be Resolved, that the Municipal Council of the City of Jersey City does hereby honor Stan Krause, The Music Man of Jersey City.

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.834

Agenda No. 10.Z.29

Approved: DEC 17 2014

TITLE:

Resolution Honoring
Detective Melvin Santiago
Fr. Mychal Judge Award Recipient 2015
Ancient Order of the Hibernians in America 12th Annual Christmas Dinner Dance

WHEREAS, the Municipal Council of the City of Jersey City is proud to recognize the Ancient Order of the Hibernians in America and the honorees during the 12th Annual Christmas Dinner Dance on Saturday, December 13, 2014; and

WHEREAS, during the 12th Annual Christmas Dinner Dance, the Ancient Order of the Hibernians in America recognizes the following individual as a leader within the community, who has made outstanding accomplishments within their field of expertise and their life endeavors; the late **Detective Melvin Santiago**; and

WHEREAS, a native of Jersey City, the late **Detective Melvin Santiago** was born on June 28, 1991. He attended the CREATE Charter High School, and in 2008, he earned the New Jersey Rising Scholars Award from the New Jersey Department of Education. In 2009, he graduated high school, and went on to attend Hudson County Community College, where he studied Criminal Justice; and

WHEREAS, Detective Melvin Santiago fulfilled his childhood dream upon beginning his career as a member of the Jersey City Police Department. He proudly served the West District for nearly six months until he sacrificed his life when responding to a 911 call of an armed robbery in the early morning hours of Sunday, July 13th, 2014; and

WHEREAS, Detective Melvin Santiago has posthumously been promoted to the rank of Detective, and has been awarded with the Jersey City Police Department's Medal of Honor. He will forever be recognized for his accolades and civic duties that contributed to the improvement of our City.

NOW, THEREFORE, BE IT RESOLVED, the Municipal Council of the City of Jersey City, does hereby commend the Ancient Order of the Hibernians in America, as well as applaud the honorees during the 12th Annual Christmas Dinner Dance.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.835

Agenda No. 10.Z.30

Approved: DEC 17 2014

TITLE:

Resolution Honoring
Maryanne Kelleher
Humanitarian of the Year 2015
Ancient Order of the Hibernians in America 12th Annual Christmas Dinner Dance

WHEREAS, the Municipal Council of the City of Jersey City is proud to recognize the Ancient Order of the Hibernians in America and the honorees during the 12th Annual Christmas Dinner Dance on Saturday, December 13, 2014; and

WHEREAS, during the 12th Annual Christmas Dinner Dance, the Ancient Order of the Hibernians in America recognizes the following individual as a leader within the community, who has made outstanding accomplishments within their field of expertise and their life endeavors; **Maryanne Kelleher**; and

WHEREAS, born and raised in Jersey City, **Maryanne Kelleher** is first generation Irish American, and the youngest of four siblings to her parents, Philomena Kelleher and Dennis Michael Kelleher. She received her education from St. Aedan's Grammar School, St. Dominic Academy, and St. Peter's University; and

WHEREAS, upon graduating college, **Maryanne Kelleher** began her career in advertising with Ammirati Puris Lintas, before beginning her career with the City of Jersey City in 1996. Throughout her career with the City, she led the Division of Cultural Affairs for more than a decade where she was instrumental in coordinating Jersey City's first ethnic festival series and the City's first Irish Festival in 1996. She was also responsible for planning more than 45 free city-wide concerts and more than a dozen annual art exhibits, including the annual Studio Artists Tour, as well as multi-ethnic festivals, holiday celebrations, civic celebrations and special commemorations; and

WHEREAS, Maryanne Kelleher is an active member of the community, where she has served as a Commissioner of Jersey City's Tourism Board and Friends of Loew's Board, as well as the Hudson County Republican State Committeewoman. She has also served on the St. Peter's University Alumni Board, and the St. Aedan's Parish Centennial Celebration Committee; and

WHEREAS, dedicated to learning institutions and her career in public service, **Maryanne Kelleher** was the recipient of the Dominican Pillar Award from St. Dominic Academy, as well as various awards from non-profit organizations for her community services and advocacy efforts for Jersey City's multi-cultural community; and

WHEREAS, Maryanne Kelleher currently serves as the Director of the Partnership for a Healthier JC for the City of Jersey City, and is recognized for her accolades and civic duties that have contributed to the improvement of our City; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, does hereby commend the Ancient Order of the Hibernians in America, as well as applaud the honorees during the 12th Annual Christmas Dinner Dance.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.836

Agenda No. 10.Z.31

Approved: DEC 17 2014

TITLE:

Resolution Honoring
Jonathan B. Connors
Hibernian of the Year Award 2015
Ancient Order of the Hibernians in America 12th Annual Christmas Dinner Dance

WHEREAS, the Municipal Council of the City of Jersey City is proud to recognize the Ancient Order of the Hibernians in America and the honorees during the 12th Annual Christmas Dinner Dance on Saturday, December 13, 2014; and

WHEREAS, during the 12th Annual Christmas Dinner Dance, the Ancient Order of the Hibernians in America recognizes the following individual as a leader within the community, who has made outstanding accomplishment within their field of expertise and their life endeavors; **Jonathan B. Connors**; and

WHEREAS, Jonathan B. Connors was born at St. Francis Hospital in Hartford, Connecticut in 1970 to Joseph Connors and Marilyn (Manion). He attended Suffield Academy in Suffield, CT, and went on to attend Villanova University in Pennsylvania, where he earned a degree in Political Science in 1992; and

WHEREAS, Jonathan B. Connors fulfilled his lifelong dream when he enlisted in the United States Marine Corps. He earned his commission as a Second Lieutenant in 1992, and went on to attend the Basic School, before being stationed at the Marine Corps Air Station in Yuma, Arizona in early 1933. As a Marine, he served as the youngest Joint Public Affairs Officer with his own command. In 1994 he was promoted to First Lieutenant, and in 1995, he was promoted to Captain, the youngest in the Marines at the time. Throughout his career he attended several schools including the Department of Defense's Defense Information School, and was deployed to Africa and the Middle East on numerous exercises and operations; and

WHEREAS, Jonathan B. Connors left active duty in the Marine Corps in late 1996, and attended the New School for Social Research in New York, where he earned a Master's Degree in Media Studies in 2001. In 2013, he joined Team Rubicon, a veteran's organization that provides disaster relief, and in 2014, he became the Regional Communications Manager for New Jersey and New York; and

WHEREAS, Jonathan B. Connors is an active member of the American Legion, the Marine Corps League, the U.S. Marine Corps Combat Correspondents Association, and the Jersey City OEM Community Emergency Response Team. He is also a proud member of the Fr. Mychal Judge AOH Division 1 of Hudson County, where he has served as the Recording Secretary for five years; and

WHEREAS, Jonathan B. Connors and his loving wife, Erin McCann, currently reside in the Heights section of Jersey City, and together they are the proud parents of Jack Francis.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, does hereby commend the Ancient Order of the Hibernians in America, as well as applaud the honorees during the 12th Annual Christmas Dinner Dance.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.837

Agenda No. 10.Z.32

Approved: DEC 17 2014

TITLE: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CAREPOINT HEALTH MEDICAL GROUP TO PROVIDE MEDICAL SERVICES FOR EMPLOYEES INJURED ON THE JOB FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City ("City") must provide medical services to employees who are injured on the job; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City publicly advertised a Request for Proposals using the fair and open process as described under the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Jersey City Insurance Fund Commission at its meeting of November 25, 2014 recommended the award of this contract to CarePoint Health Medical Group ("CarePoint"), 10 Exchange Place, 15th Floor, Jersey City, NJ whom they unanimously agreed submitted the most beneficial proposal for these services; and

WHEREAS, CarePoint, possesses the necessary qualifications to provide these services and has been providing these services to the City since April 2001; and

WHEREAS, CarePoint agrees to provide these services for a fee of Three Hundred and Fifty Thousand Dollars ($350,000.00) in twelve (12) equal monthly installments of Twenty-Nine Thousand One Hundred Sixty-Six dollars and Sixty-Six cents ($29,166.66) for primary, emergency, urgent and specialty care medical services; and

WHEREAS, for a given matter, CarePoint shall submit required reports including clinical management report immediately following an employee visit, weekly medical reports of injuries and work status and a monthly invoice setting forth its time and services performed.

WHEREAS, CarePoint has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, the City is awarding the contract pursuant to the fair and open provisions of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, funds are to be provided by the City's Insurance Fund Commission to pay for these services; and

WHEREAS, funds are available for the cost of these services in **Account No.: 13-14-298-56-000-856.**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.837

Agenda No. 10.Z.32 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CAREPOINT HEALTH MEDICAL GROUP TO PROVIDE MEDICAL SERVICES FOR EMPLOYEES INJUED ON THE JOB FOR THE CITY OF JERSEY CITY

1. A one year contract effective as of January 1, 2015 is authorized with CarePoint Health Medical Group for a total amount not to exceed $350,000.00; and

2. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution; and

4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary; and

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract shall be subject to the availability and appropriation of funds in the Fiscal Year 2015 temporary and permanent budgets.

I hereby certify that funds are available in **Account No. 13-14-298-56-000-856.**

Matthew Hogan, Risk Manager

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing a professional services agreement with CarePoint Health Medical Group to provide medical services for City of Jersey City employees injured on the job.

Project Manager

Department/Division	Administration	Risk Management
Name/Title	Matt Hogan	Risk Manager
Phone/email	201-547-5034	matthew@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide required medical services for City employees injured on the job.

Cost (Identify all sources and amounts)

$350,000.00
Risk Management: 14-14-298-56-000-856

Contract term (include all proposed renewals)

One (1) year effective from January 1, 2015 to December 31, 2015.

Type of award Fair & Open

If "Other Exception", enter type

Additional Information

Three (3) proposals were submitted and reviewed by the Insurance Fund Commission (IFC) on 11/25/14. The IFC unanimously recommended award of the contract to CarePoint Health Medical Group (CarePoint). The IFC agreed awarding the contract to CarePoint is in the best interest of the City.

CarePoint has partnered with Dr. Edward Boylan, d/b/a Midtown Occupational Medicine (MOM), who has been providing these services since 2001. MOM will continue to provide these services from their 550 Newark Avenue, Suite 407, Jersey City, NJ office.

I certify that all the facts presented herein are accurate.

Signature of Division Director — **Date** 12-12-14

Signature of Department Director — **Date** 12/12/14

CONTRACT

Agreement made this _____ day of _____ 2014 by and between the City of Jersey City ("**City**") and CarePoint Health Medical Group ("**CarePoint**") a New Jersey corporation with offices at 10 Exchange Place, 15th Floor, Jersey City, NJ.

WITNESSETH

WHEREAS, a Request For Proposals (RFP) was prepared and released by the City (annexed hereto as Exhibit I and referred to herein as the "RFP"); and

WHEREAS, CarePoint submitted a proposal to the City responsive to the RFP, pursuant to which CarePoint would provide certain occupational medicine and related services to the City, all as more particularly detailed in CarePoint's proposal (Proposal); and

WHEREAS, pursuant to Resolution Number _____ adopted on _____ _____ the City accepted such Proposal an awarded a contract to CarePoint to provide medical services for all City employees who suffer an on the job injury during the period of January 1, 2015 to December 31, 2015; and

WHEREAS, the parties are desirous of memorializing the terms of the Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

SECTION ONE

Medical Services
CarePoint intends to provide the medical services at the Jersey City location operated by Dr. Edward Boylan which is located at 550 Newark Avenue, Suite 407 and will provide parking for clients adjacent to the building or within reasonable walking distance, such as one or two short city blocks.

The facility will be handicapped accessible and is in compliance with the Americans with Disabilities Act. CarePoint will provide a physician at that location during all hours the facility is in operation, which presently comprise 8:00AM to 5:00PM, Monday through Friday.

Emergency Care
CarePoint will provide emergency care and urgent care of all non-life threatening emergencies at the CarePoint clinic located at 550 Newark Avenue, Suite 407, Jersey City, NJ during the hours 8:00AM to 5:00PM Monday through Friday. After hour emergencies are to be referred by City Christ Hospital or Jersey City Medical Center.

No appointment will be necessary for emergency care at the CarePoint facility at 550 Newark

Avenue, Suite 407, Jersey City, NJ.

Examples of the sort of emergency care CarePoint will undertake at its facility include strains, sprains, lacerations, contusions, fractures, occupational exposures such as smoke inhalation.

Primary Care
CarePoint will provide primary care at its facility at 550 Newark Avenue, Suite 407, Jersey City, NJ. Such primary care will include the treatment of the presenting employee for the duration of the disability. The primary care physician will make recommendations concerning the treatment and work status of the employee.

CarePoint will provide the following occupational medicine services;

- Care navigation for injured workers
- ER fast tracking services
- Injury management
- Injury medical examinations
- Progress evaluations

Specialist Care
In addition to providing primary care, CarePoint physicians will provide or obtain specialty care for covered employees, as required. To this end, CarePoint has contracted with specialty physicians in or nearby Jersey City, including, but not limited to;

- Cardiology
- Dermatology
- Internal Medicine
- Internal Medicine
- Neurologic
- Ophthalmologic
- Orthopedic
- Otolaryngology (ENT)
- Pulmonology
- Radiology (excluding MRI / Nuclear testing)
- Surgery

Diagnostics
CarePoint will provide the following diagnostic services at its facility at 550 Newark Avenue, Suite 407, Jersey City, NJ;

- Blood test (exposure during an incident)
- EEG
- EKG
- EMG
- PFT

Upon presenting at the facility, a CarePoint physician will examine the employee who will be designated the employee's primary care physician (PCP) throughout the course of the employee disability. The PCP will make the provisional and final diagnosis, determine the work status of the employee and deliver such findings to the City office of Risk Management or its designee.

The PCP will thereupon determine the treatment and referrals necessary to aid in employee recovery and resumption of duties.

CarePoint will prepare and deliver to City typed reports of the Medical Evaluation and Treatment of covered employees within 24 hours of the medical visit.

Hospital Admissions
The cost of all physician services attendant to the following categories of hospital admission will be borne by CarePoint as included in its annual fee:

A. When an employee reports to Jersey City Medical Center or Christ Hospital with a non-life threatening injury such as a complex fracture or neck or back injury requiring admission to such hospital, the hospital will notify the CarePoint on-call physician who will arrange for admission and treatment of the patient.

B. When an employee receives treatment at a CarePoint facility or by a CarePoint physician and it is determined by such physician that a hospital admission is necessary, CarePoint will arrange for the admission and treatment of such employee.

Status Reports
CarePoint will provide a status report, to the claims administrator designated in writing by City, after each hospital or office visit. Such report will delivered by facsimile or courier, as may be requested in writing, by the City's plan administrator. Type written reports will be sent by facsimile to the claims administrator designated by City the day following the appointment.

SECTION TWO

Quality Control
All CarePoint health care providers will be credentialed in their respective specialties. All licenses, insurance policies, permits, and the like will be maintained current and be available for inspection by the City at all reasonable times during ordinary business hours at CarePoint's Jersey City facility. CarePoint will be current on all taxes, fees, and other financial obligations in connection with its operations hereunder.

SECTION THREE

Management Reports and Record Keeping
CarePoint will provide, at the request of the City's plan administrator, the following reports, which will be provided to the plan administrator in a form and format to be determined by coordination between the City's program administrator and CarePoint's program administrator.

It is anticipated that this will include:

i. Activity by City Department
ii. Activity by Patient
iii. Activity by Diagnosis (ICD Code)
iv. Activity by Procedure (CPT Code)
v. Activity by standard cost for services (CarePoint standard fees)
vi. Such other customized report as may be agreed to by CarePoint and the City's plan administrator.

Records
CarePoint shall maintain records for each employee consistent with professional standards, including the date of each visit, the diagnosis, treatment and such other information as CarePoint deems appropriate for the proper care of such employee. Medical records will be maintained and made available to the employee, City, and such others as may be authorized to inspect such records in compliance with applicable Federal and State law. CarePoint shall maintain such records for a period of at least six (6) years from the date of treatment (or such greater period as may be required by applicable law). Upon valid written request of the employee or City provide such parties with a true and legible copy of such records.

In the event of termination of this agreement, CarePoint, upon request of City, will deposit such records in a public warehouse, or such other repository as City may request. Such transfer shall be at the expense, and at the risk of City, and upon compliance with such request. CarePoint's obligations with respect to such records shall cease.

In the event this agreement is terminated, CarePoint will provide City with a cumulative report of its activities hereunder, including an annual summary of the services provided and the reason such services were provided.

Monthly Reports
CarePoint shall supply City with monthly reports, delivered to the plan administrator, detailing CarePoint's activities with respect to City. Such reports will include the employee's name, social security number, treating physician, date of visit, diagnostic services provided and diagnosis and the customary cost of such services.

SECTION FOUR

Compensation
CarePoint's compensation for the services to be rendered as outlined herein shall be three hundred fifty thousand dollars **($350,000.00)**, payable in twelve equal monthly installments of twenty-nine thousand one hundred sixty-six dollars and sixty-six cents **($29,166.66)**, the first such payment due the first day of the month following the month in which this contract becomes effective. City shall be afforded a thirty (30) day grace period in payments before it will be in default hereunder. This fee includes the following curative medical services each of which is more specifically detailed herein:

- Diagnostic Services
- Emergency Care
- Primary Care
- Specialist Care

The Definition of the Workers' Compensation Curative Services to be provided

Workers' Compensation provides health care to heal employees injured during the course of their work. Since injuries often leave some permanent residual health problems, care will not necessarily return the injured employees to their pre-injury health status, which may be impossible. The acute injury will be treated either to cure to the point at which maximal improvement has been attained, called "maximum medical improvement" or "MMI".

If, at MMI, pain or discomfort remains, the health care involved is palliative care. Palliative Care is not covered under Workers' Compensation and patients who need such care are referred to their personal physicians for palliation of their enduring conditions.

This agreement provides for the delivery of curative medical care to employees injured in the course of their work. In addition, CarePoint will provide City a report on each employee treated, including dates of visit and corresponding fees that would have been charged under a fee for service arrangement.

The service contract includes curative medical care, provided by CarePoint, given in Hudson County for Workers' Compensation cases to be provided to City employees injured in the course of employment with the City.

At the request of the City office of Risk Management or the patient, CarePoint may utilize the services of a qualified provider of medical services, such as may be requested by an injured employee, as long as the fees do not exceed the cost for that service within CarePoint's panel ("Panel") of occupational medicine physicians for a given service.

Such services will be managed by CarePoint and the services may be interrupted and returned to CarePoint's Panel if any questionable care or conditions are noted by the Project Director.

Exclusions

The Flat Fee does not include the following specified exclusions:

1. Care by a physician that is not one of CarePoint's physicians or a physician selected by CarePoint as a provider for a given service.
2. Services rendered by providers not affiliated with CarePoint as detailed herein (including, by way of example and not of limitation, charges for employees referred by their supervisor or another provider for care). CarePoint may determine, in the best interest of a patient, to authorize selected physicians to provide care in specific cases, and the physician's fee for such care is included in the services provided under the flat fee. CarePoint will provide the method for this form of authorization to be documented and for the case to be managed.

3. Service not related to the treatment of an occupational injury or exposure.
4. Personal health care of employees. Treatment of personal medical problems, defined as medical problems not directly caused by an employee's injury as the result of their work for the City. Referrals for personal health care may become required of patients at their own expense or paid by personal insurance when their personal medical problem are otherwise creating an impediment to recovery.
5. Health care required due to a violation in following the physician's orders. This includes any health care services determined by the treating physician to have resulted from the patient not having followed all of the doctor's treatment orders.
6. Physical therapy services.
7. Any ambulance services or costs for transportation of patients.
8. All hospital related costs. However, it does include physician services provided to hospital inpatients at Christ Hospital or Jersey City Medical Center, when that care is provided by physicians who are employed by CarePoint.
9. As regards hospital charges for in-patient or ambulatory services, the primary surgeon's fees are included in the services provided under the annual fee. By way of example and not of limitation, exclusions of hospital charges for in-patient or ambulatory services would be: required services in the operating room such as the second surgical assistant, anesthesiologist and anesthesia, pathologist and pathology laboratory evaluation of surgical specimens, pre-admission testing (PAT) required by the hospital.
10. Emergency services delivered in a hospital, health care services in a Hospital. Emergency Room and whenever the Emergency Room admits the patient to the hospital.
11. Replacement of corrective lenses, such as eyeglasses. However, general ophthalmology eye care for injured eyes is included in the annual fee.
12. Pathology services, anesthesia services, unusual ophthalmology services such as retinal surgeons, or very rare medical specialties not routinely provided by CarePoint.
13. Care of injured employees who were injured before CarePoint (when CarePoint first became the provider of the City's Workers' Compensation care).
14. Treatment of HIV infection and treatment of AIDS.
15. Tetanus vaccinations are included in the annual fee. Most other medications are excluded.
16. Prescriptions may be given to the patients, as needed. Free sample "starter" medication is included in the flat fee, whenever adequate samples are available.

SECTION FIVE

Nondiscrimination in Employment

In accordance with all applicable New Jersey and Federal statues, including N.J.S.A. 10:5-31 et seq., CarePoint does not and will not discriminate against any employee because of race, creed, color, sex, or national origin and further represents to Jersey City that it will take affirmative action to insure that applicants are employed, and that employees are treated, without regard to their race, creed, color, sex, or national origin.

SECTION SIX

Indemnify and Hold Harmless
CarePoint shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any claims arising by reason of this Agreement. CarePoint obligations hereunder shall survive termination of this Agreement.

Insurance
CarePoint shall maintain at all times throughout the course of this agreement, and any extensions thereof, the following insurance, which coverage shall name, as an additional insured, the City of Jersey City;

a) Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.
b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000.
c) Medical Malpractice-Professional Liability in the amount of $2,000,000 per occurrence and in aggregate.

SECTION SEVEN

Term and Termination
This agreement shall remain in force for a period commencing not later than January 1, 2015 and shall continue through December 31, 2015 unless earlier terminated upon the mutual agreement of the parties or as provided in this SECTION SEVEN.

This agreement may be terminated with or without cause at any time during the term hereof by either party upon sixty (60) days' notice by the terminating party to the non-terminating party.

Pursuant to N.J.A.C. 5:30-5.5(e), the award of this shall be subject to the availability and appropriation of funds in the Fiscal Year 2015 budget.

SECTION EIGHT

Miscellaneous
Notices; any notice, consent or other communication required by, or to be given pursuant to this agreement shall be in writing and shall be deemed delivered if mailed to the intended recipient, postage paid, certified mail, return receipt requested.

Survival; if any of the provisions of this agreement are contrary to the law or regulation, the parties shall by agreement have the right to modify and restructure the provisions thereof in whole or in part such that the covered employee will be able to obtain substantially all of the benefits provided herein or the parties by agreement shall have the right to declare the agreement null and void, in which case, City and CarePoint shall thereafter be relieved of all obligations hereunder.

Choice of Law; this agreement is made in the State of New Jersey under, and subject to, its laws. The laws of New Jersey shall govern and be used for interpretation, construction, and enforcement of the agreement.

Arbitration; in the event of any dispute between the parties hereto with respect to the construction of the agreement, the parties agree that such dispute shall be settled by arbitration in New Jersey in accordance with the rules of the America Arbitration Association, and judgment upon an award rendered by such arbitration may be entered in any court of competent jurisdiction.

Defense of City; CarePoint physicians, medical technicians and other staff shall cooperate with City's Corporation Counsel or any other party designated by City's Corporation Counsel in the defense of workers compensation claims of worker covered by this agreement.

Such cooperation will include, but not be limited to, submission and certification of records, testimony at depositions and/or workers compensation court. The standard fee for professional services involved in these legal cases or legal projects relating to workers compensation claims are excluded from the annual fee under this contract. The charges to the City for professional services involved in these legal cases will be the standard hourly fee charged by each physician for his services to the City's legal advisors. These fees will be separate and apart from this agreement for workers' compensation curative care and will be billed separately to City at standard rates for such legal project services.

All expenses for legal services will be charged at cost. In accepting this agreement City agrees to pay the additional fees for CarePoint's services when requested by the City's Corporation Council, or any other party designated the City's Corporation Council, to assist in the defense of workers' compensation claims, disputed claims or any other legal matters. The hourly rates for these services are available to each physician upon request. Physicians subcontracting their service to CarePoint are independent contractors and the City will reach agreement with them for these services outside of this agreement.

Contract Documents; the contract documents are this agreement, the RFP and CarePoint's Proposal. These documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of the Agreement, the City's RFP and CarePoint's Proposal, the provisions of this Agreement shall govern over the RFP and CarePoint's Proposal. The provisions of the RFP shall govern over the provisions of CarePoint's Proposal.

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $36,000.00, it shall also be subject to the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Special Counsel shall provide no services under this Agreement until it has executed the following documents:

(1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq.

(for contracts which exceed $36,000.00); (Exhibit A attached hereto and incorporated herein by reference).

(2) An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $36,000.00).

New Jersey Business Registration Requirements
The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

City of Jersey City Contractor Pay-to-Play Reform Ordinance
This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF JERSEY CITY

_____

ROBERT BYRNE
City Clerk

_____

ROBERT KAKOLESKI
Business Administrator

Witness: _____

By: _____
CAREPOINT HEALTH MEDICAL GROUP

(REVISED 4/13)

EXHIBIT A
MONDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

GOODS, PROFESSIONAL SERVICE AND GENERGAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statues and court decisions of the State of New Jersey and as established Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as my be requested by the 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): ***MARK SPEKTOR, M.D. / OWNER***

Representative's Signature: _____

Name of Company: ***CAREPOINT HEALTH MEDICAL GROUP***

Tel. No: ***201-821-8749*** **Date:** ***12/09/2014***

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ***Carepoint Health Medical Group*** (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act') (42 USC. 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.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

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: *MARK SPEKTOR, M.D.*

Representative's Signature: _____

Name of Company: *CAREPOINT HEALTH MEDICAL GROUP*

Tel. No: *201-821-8749* Date: 10/24/14

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to:

SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY: 27-0444414

2 TYPE OF BUSINESS: ☐ 1 MFG ☐ 2 SERVICE ☐ 3 WHOLESALE ☒ 4 RETAIL ☐ 5 OTHER

3 TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 124

4 COMPANY NAME: Garden State Healthcare Assoc.

5 STREET: 10 Exchange Place, 15th Floor | CITY: Jersey City | COUNTY: Hudson | STATE: NJ | ZIP CODE: 07302

6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) | CITY | STATE | ZIP CODE

7. CHECK ONE. IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT | CITY | COUNTY | STATE | ZIP CODE

Official Use Only	DATE RECEIVED	FINAL'G 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 COL. 1 TOTAL (Cols 2 &3)	COL. 2 MALE	COL. 3 FEMALE	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN MALE: BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	FEMALE: BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals	42	28	14	1	0	1	14	12	0	0	0	7	7
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	42	28	14	1	0	1	14	12	0	0	0	7	7
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.												
	17	14	3	3	Ø	3	4	4	1	Ø	Ø	2	Ø

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 To

14. IS THIS THE FIRST Employee Information Report Submitted? 1 YES ☒ 2 NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED: MO DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type): Charece Newell | SIGNATURE | TITLE: Director of HR | DATE: MO 10 DAY 21 YEAR 2014

17 ADDRESS NO & STREET: 10 Exchange Place, 15th Floor | CITY: Jersey City | COUNTY: Hudson | STATE: NJ | ZIP CODE: 07302 | PHONE (AREA CODE, NO, EXTENSION): 201 - 821 - 8951

CarePoint Health Medical Group
10 Exchange Place
Jersey City, NJ 07302

PNC Bank, N.A. 060
New Jersey

6916
55 - 760 / 312

Check Date: 10/23/2014

PAY TO THE ORDER OF The Treasurer, State of New Jersey $ **********150.00

One hundred fifty and xx / 100 U.S. Dollar

The Treasurer, State of New Jersey
NJ Department of the Treasury
Div of Purchase & Property P.O. Box 206
Trenton, NJ 08625-0206

SECURITY FEATURES INCLUDED DETAILS ON BACK AUTHORIZED SIGNATURE

⑈006916⑈ ⑆031207607⑆ 8042994273⑈

PAYEE: StaNJPP
REMIT TO: The Treasurer, State of New Jersey

CHECK: 0000006916
COMMENT:

DATE: 10/23/2014

Date	Reference	Comment	Balance Due	Disc	Payment
10/21/2014	Oct2014-EmpF	Employee Information Report	150.00	0.00	150.00

150.00

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	NEW JERSEY MEDICAL AND HEALTH ASSOCIATES, LLC
Trade Name:	CAREPOINT HEALTH MEDICAL GROUP
Address:	10 EXCHANGE PLACE, 15TH FLOOR JERSEY CITY, NJ 07302
Certificate Number:	1878959
Effective Date:	June 05, 2014
Date of Issuance:	July 24, 2014

For Office Use Only:

20140724112245988

CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTERMBER 3, 2008

PART I – Vendor Affirmation:

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ***Carepoint Health Medical Group*** (name of business entity) has not made any reportable contributions in the **one year preceding December 17, 2014 (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 ***Carepoint Health Medical Group*** (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: ***Carepoint Health Medical Group***

Signed: _____ Title: ***Owner***

Print Name: ***Mark Spektor, M.D.*** Date: 10/24/14

Subscribed and sworn before me
this 24 day of 10, 2014
My Commission expires: 11/27/2017

(Affiant)

Frank Rodriguez
(Print name & title of affiant) Corporate Seal)

FRANK RODRIGUEZ
ID # 2427313
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires November 27, 2017

** Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.838

Agenda No. 10.Z.33

Approved: DEC 17 2014

TITLE:
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STRULOWITZ & GARGIULO PHYSICAL THERAPY & REHABILITATION TO PROVIDE PHYSICAL THERAPY AND REHABILITATION SERVICES FOR EMPLOYEES INJURED ON THE JOB FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City ("City") must provide physical therapy and rehabilitation services to employees who are injured on the job; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City publicly advertised a Request for Proposals using the fair and open process as described under the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Jersey City Insurance Fund Commission at its meeting of November 25, 2014 recommended the award of this contract to Strulowitz & Gargiulo Physical Therapy & Rehabilitation ("S&G"), 1 Nardone Place, Jersey City, NJ whom they unanimously agreed submitted the most beneficial proposal for these services; and

WHEREAS, S&G, possesses the necessary qualifications to provide these services and has been providing these services to the City since 1999; and

WHEREAS, , S&G agrees to provide these services for a fee of One Hundred Twenty-Nine Thousand, One Hundred Fifty Dollars (**$129,150.00**) in twelve (12) equal monthly installments of Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents (**$10,762.50**) for therapy and rehabilitation services; and

WHEREAS, for a given matter, S&G shall submit required reports including clinical management report immediately following an employee visit, weekly medical reports of injuries and work status and a monthly invoice setting forth its time and services performed; and

WHEREAS, S&G has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, the City is awarding the contract pursuant to the fair and open provisions of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, funds are to be provided by the City's Insurance Fund Commission to pay for these services; and

WHEREAS, funds are available for the cost of these services in **Account No.: 13-14-298-56-000-856.**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.838

Agenda No. 10.Z.33 DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STRULOWITZ & GARGIULO PHYSICAL THERAPY & REHABILITATION TO PROVIDE PHYSICAL THERAPY AND REHABILITATION SERVICES FOR EMPLOYEES INJURED ON THE JOB FOR THE CITY OF JERSEY CITY

1. A one (1) year contract effective as of January 1, 2015 is authorized with Strulowitz & Gargiulo Physical Therapy & Rehabilitation for a total amount not to exceed $129,150.00; and

2. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of the resolution; and

4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary; and

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract shall be subject to the availability and appropriation of funds in the Fiscal Year 2015 temporary and permanent budgets.

I hereby certify that funds are available in **Account No. 13-14-298-56-000-856.**

Matthew Hogan, Risk Manager

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing a professional services agreement with Strulowitz & Gargiulo Physical Therapy & Rehabilitation to provide physical therapy and rehabilitation services for City of Jersey City employees injured on the job.

Project Manager

Department/Division	Administration	Risk Management
Name/Title	Matt Hogan	Risk Manager
Phone/email	201-547-5034	matthew@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide required physical therapy and rehabilitation services for City employees injured on the job.

Cost (Identify all sources and amounts)

$129,150.00
Risk Management: 14-14-298-56-000-856

Contract term (include all proposed renewals)

One (1) year effective from January 1, 2015 to December 31, 2015.

Type of award Fair & Open

If "Other Exception", enter type

Additional Information

Only one (1) proposal was submitted. The Insurance Fund Commission (IFC) reviewed and discussed proposal on 11/25/14. The IFC unanimously recommended award of the contract to Strulowitz & Gargiulo Physical Therapy & Rehabilitation (S&G). The IFC agreed awarding the contract to S&G is in the best interest of the City.

S&G has been providing these services since 1999. S&G will continue to provide these services from their 1 Nardone Place, Jersey City, NJ office.

I certify that all the facts presented herein are accurate.

Signature of Division Director — **Date** 12/12/14

Signature of Department Director — **Date** 12/12/14

CONTRACT

Agreement made this _____ day of _____ 2014 by and between the City of Jersey City ("**City**") and Strulowitz & Gargiulo Physical Therapy & Rehabilitation ("**S&G**") a New Jersey corporation with offices at 1 Nardone Place, Jersey City, NJ.

WITNESSETH

WHEREAS, a Request For Proposals (RFP) was prepared and released by the City (annexed hereto as Exhibit I and referred to herein as the "RFP"); and

WHEREAS, S&G submitted a proposal to the City responsive to the RFP, pursuant to which S&G would provide physical and occupational therapy and related services to the City, all as more particularly detailed in S&G's proposal (Proposal); and

WHEREAS, pursuant to Resolution Number _____ adopted on _____ _____ the City accepted such Proposal an awarded a contract to S&G to provide physical and occupational therapy for all City employees who suffer an on the job injury during the period of January 1, 2015 to December 31, 2015; and

WHEREAS, the parties are desirous of memorializing the terms of the Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

SECTION ONE

Physical and Occupational Therapy
S&G intends to provide the physical and occupational therapy at the Jersey City location operated by Carl Gargiulo which is located at 1 Nardone Place and will provide parking for clients adjacent to the building or within reasonable walking distance, such as one or two short city blocks.

Additionally S&G will offer physical and occupational therapy at the 115 West 42nd Street, Bayonne, NJ location if needed.

The facility will be handicapped accessible and is in compliance with the Americans with Disabilities Act. S&G will provide a physical therapy at that location during all hours the facility is in operation, which presently comprise 8:00AM to 5:00PM, Monday through Friday.

Services Provided
S&G will provide the following rehabilitation services;

- Physical therapy evaluation and treatment

- Occupational therapy evaluation and treatment
- Work simulation evaluation and treatment
- Work hardening evaluation and treatment
- Hand therapy evaluation and treatment
- Isokinetic exercise evaluation and exercise/treatment
- Referral to out of area physical therapy clinics when necessary
- Consultation with JC office of Risk Management and other Health Care Providers as necessary
- Preventative education
- Outlined reports and statistics as described in "Objectives"

S&G offices are equipped to provide therapy for orthopedic and neurological conditions.

Diagnostics
Additional technology for quantification of impairment and assessment of progress includes;

- Biodex Isokinetic Evaluation Dynamometer and software (muscle strength)
- BTE Work Simulator (grip strength, lifting capacity, tool use ability, etc.)
- Biodex Gait Trainer / Treadmill (walking)

Status Reports
S&G will provide a status report, to the claims administrator designated in writing by City, after each hospital or office visit. Such report will delivered by facsimile or courier, as may be requested in writing, by the City's plan administrator. Type written reports will be sent by facsimile to the claims administrator designated by City the day following the appointment.

SECTION TWO

Quality Control
All S&G therapists will be credentialed in their respective specialties. All licenses, insurance policies, permits, and the like will be maintained current and be available for inspection by the City at all reasonable times during ordinary business hours at S&G's Jersey City facility. S&G will be current on all taxes, fees, and other financial obligations in connection with its operations hereunder.

SECTION THREE

Management Reports and Record Keeping
S&G will provide, at the request of the City's plan administrator, the following reports, which will be provided to the plan administrator in a form and format to be determined by coordination between the City's program administrator and S&G's program administrator. It is anticipated that this will include:

i. Activity by City Department
ii. Activity by Patient

iii. Activity by Diagnosis
iv. Activity by Procedure
vi. Such other customized report as may be agreed to by S&G and the City's plan administrator.

Records
S&G shall maintain records for each employee consistent with professional standards, including the date of each visit, the diagnosis, treatment and such other information as S&G deems appropriate for the proper care of such employee. Medical records will be maintained and made available to the employee, City, and such others as may be authorized to inspect such records in compliance with applicable Federal and State law. S&G shall maintain such records for a period of at least six (6) years from the date of treatment (or such greater period as may be required by applicable law). Upon valid written request of the employee or City provide such parties with a true and legible copy of such records.

In the event of termination of this agreement, S&G, upon request of City, will deposit such records in a public warehouse, or such other repository as City may request. Such transfer shall be at the expense, and at the risk of City, and upon compliance with such request. S&G's obligations with respect to such records shall cease.

In the event this agreement is terminated, S&G will provide City with a cumulative report of its activities hereunder, including an annual summary of the services provided and the reason such services were provided.

Monthly Reports
S&G shall supply City with monthly reports, delivered to the plan administrator, detailing S&G's activities with respect to City. Such reports will include the employee's name, social security number, treating physician, date of visit, diagnostic services provided and diagnosis.

SECTION FOUR

Compensation
S&G's compensation for the services to be rendered as outlined herein shall be one hundred twenty-nine thousand, one hundred fifty dollars **($129,150.00)**, payable in twelve equal monthly installments of ten thousand seven hundred sixty-two dollars and fifty cents **($10,762.50)**, the first such payment due the first day of the month following the month in which this contract becomes effective. City shall be afforded a thirty (30) day grace period in payments before it will be in default hereunder.

If the actual therapy costs incurred between January 1, 2015 and December 31, 2015 are greater than the agreed flat rate the City shall not be responsible for any additional fees.

For injured City workers living outside of Jersey City and receiving therapy at outside facilities those services shall be billed directly to S&G at an agreed upon fee schedule. S&G will be responsible for reimbursing all outside therapy facilities initial fees up to six thousand dollars

(**$6,000.00**) for the Contract year, following which the City will be billed at an agreed upon discounted rate of between seventy (**$70**) and eighty (**$80**) per visit.

Exclusions
The Flat Fee does not include the following specified exclusions:

SECTION FIVE

Nondiscrimination in Employment
In accordance with all applicable New Jersey and Federal statues, including N.J.S.A. 10:5-31 et seq., S&G does not and will not discriminate against any employee because of race, creed, color, sex, or national origin and further represents to Jersey City that it will take affirmative action to insure that applicants are employed, and that employees are treated, without regard to their race, creed, color, sex, or national origin.

SECTION SIX

Indemnify and Hold Harmless
S&G shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any claims arising by reason of this Agreement. S&G obligations hereunder shall survive termination of this Agreement.

Insurance
S&G shall maintain at all times throughout the course of this agreement, and any extensions thereof, the following insurance, which coverage shall name, as an additional insured, the City of Jersey City;

a) Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.
b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000.
c) Medical Malpractice-Professional Liability in the amount of $2,000,000 per occurrence and in aggregate.

SECTION SEVEN

Term and Termination
This agreement shall remain in force for a period commencing not later than January 1, 2015 and shall continue through December 31, 2015 unless earlier terminated upon the mutual agreement of the parties or as provided in this SECTION SEVEN.

This agreement may be terminated with or without cause at any time during the term hereof by either party upon sixty (60) days' notice by the terminating party to the non-terminating party.

Pursuant to N.J.A.C. 5:30-5.5(e), the award of the contact is subject to the availability and appropriation of funds in the 2015 Fiscal Year budget.

SECTION EIGHT

Miscellaneous

Notices; any notice, consent or other communication required by, or to be given pursuant to this agreement shall be in writing and shall be deemed delivered if mailed to the intended recipient, postage paid, certified mail, return receipt requested.

Survival; if any of the provisions of this agreement are contrary to the law or regulation, the parties shall by agreement have the right to modify and restructure the provisions thereof in whole or in part such that the covered employee will be able to obtain substantially all of the benefits provided herein or the parties by agreement shall have the right to declare the agreement null and void, in which case, City and S&G shall thereafter be relieved of all obligations hereunder.

Choice of Law; this agreement is made in the State of New Jersey under, and subject to, its laws. The laws of New Jersey shall govern and be used for interpretation, construction, and enforcement of the agreement.

Arbitration; in the event of any dispute between the parties hereto with respect to the construction of the agreement, the parties agree that such dispute shall be settled by arbitration in New Jersey in accordance with the rules of the America Arbitration Association, and judgment upon an award rendered by such arbitration may be entered in any court of competent jurisdiction.

Defense of City; S&G physicians, medical technicians and other staff shall cooperate with City's Corporation Counsel or any other party designated by City's Corporation Counsel in the defense of workers compensation claims of worker covered by this agreement.

Such cooperation will include, but not be limited to, submission and certification of records, testimony at depositions and/or workers compensation court. The standard fee for professional services involved in these legal cases or legal projects relating to workers compensation claims are excluded from the annual fee under this contract. The charges to the City for professional services involved in these legal cases will be the standard hourly fee charged by each physician for his services to the City's legal advisors. These fees will be separate and apart from this agreement for workers' compensation curative care and will be billed separately to City at standard rates for such legal project services.

All expenses for legal services will be charged at cost. In accepting this agreement City agrees to pay the additional fees for S&G's services when requested by the City's Corporation Council, or any other party designated the City's Corporation Council, to assist in the defense of workers' compensation claims, disputed claims or any other legal matters. The hourly rates for these services are available to each physician upon request. Physicians subcontracting their service to

S&G are independent contractors and the City will reach agreement with them for these services outside of this agreement.

Contract Documents; the contract documents are this agreement, the RFP and S&G's Proposal. These documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of the Agreement, the City's RFP and S&G's Proposal, the provisions of the provisions of this Agreement shall govern over the RFP and S&G's Proposal. The provisions of the RFP shall govern over the provisions of S&G's Proposal.

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $36,000.00, it shall also be subject to the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Special Counsel shall provide no services under this Agreement until it has executed the following documents:

(1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $36,000.00); (Exhibit A attached hereto and incorporated herein by reference).

(2) An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $36,000.00).

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF JERSEY CITY

_____

ROBERT BYRNE
City Clerk

_____

ROBERT KAKOLESKI
Business Administrator

Witness: _____

By: _____
STRULOWITZ & GARGIULO PHYSICAL THERAPY & REHABILITATION

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): CARL A. GARGIULO, PT, DPT, CCS - OWNER

Representative's Signature:

Name of Company: Strauowitz & Gargiulo Physical Therapy & Rehabilitation

Tel. No.: 201-792-3840 **Date:** 10/28/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner of S & G Therapy, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Carl A. Gargiulo, PT, DPT, OCS - OWNER
Representative's Signature:
Name of Company: Streitwurtz & Gargiulo Physical Therapy & Rehabilitation
Tel. No.: 201-792-3840 **Date:** 10/28/2014

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	STRULOWITZ,DANIEL & GARGIULO,CARL
Trade Name:	STRULOWITZ & GARGIULO
Address:	1 NARDONE PL JERSEY CITY, NJ 07306-3514
Certificate Number:	0072653
Effective Date:	October 15, 1984
Date of Issuance:	October 28, 2014

For Office Use Only:

20141028053206245

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property 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

SECTION A - COMPANY IDENTIFICATION

[illegible]

STREET ADDRESS OF THE PRINCIPAL ESTABLISHMENT

STREET	CITY	COUNTY	STATE	ZIP CODE
1 NARDONE PLACE	JERSEY CITY	HUDSON	NJ	07306

NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)

NAME	CITY	STATE	ZIP CODE
NONE			

THIS ONE IS THE COMPANY ☐ SINGLE ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 2

TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 82

ADDRESS	CITY	COUNTY	STATE	ZIP CODE
1 NARDONE PLACE	JERSEY CITY	HUDSON	NJ	07306

Official Use Only	DATE RECEIVED	EXAM 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 in the four fields in minority/non-minority categories in columns 4, 5, & 6. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				MALE					FEMALE				
	COL. 1 TOTAL COLS. 2 & 3	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MIN.
Officials/ Managers	1	1						1					
Professionals	54	6	48				1	5	3	3	0	5	36
Technicians													
Sales Workers													
Office & Clerical	24	7	17	1	1	0	4	1	2	2	0	5	8
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers	3	2	1					2					1
TOTAL	82	16	66	1	1	0	5	9	5	5	0	11	45
Total employment From previous Report (If any)	67	17	50		1		3	11	1	2	1	8	32

Temporary & Part-Time [illegible]

12. HOW WAS PROPORTION OF MINORITY AND FEMALE EMPLOYMENT OBTAINED? ☐ [illegible] ☒ Payroll Records ☐ [illegible]

13. IS THIS THE FIRST REPORT YOU HAVE FILED? 1. YES 2. NO ☒

14. DATE LAST REPORT SUBMITTED: MO 03 DAY 31 YEAR 2011

15. DATES OF PAYROLL PERIOD USED: From 01/25/2014 To 02/07/2014

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
ELEONORA DONNELLY	Eleonora Donnelly	OFFICE MANAGER	03	11	2014

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
1 NARDONE PLACE	JERSEY CITY	HUDSON	NJ	07306	201 - 792 - 3840

Certification 36575

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-MAR-2014 to 15-MAR-2017

STRULOWITZ & GARGIULO, P.T. & REHABILITATION
ONE NARDONE PLACE
JERSEY CITY NJ 07306

Andrew P. Sidamon-Eristoff
State Treasurer

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Streubowitz & Gargiulo (name of business entity) has not made any reportable contributions in the **one-year period preceding 10/30/2014 (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 Streubowitz & Gargiulo (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: Streubowitz & Gargiulo Physical Therapy & Rehabilitation

Signed _____ Title: OWNER

Print Name Carl A. Gargiulo Date: 10/28/2014

Subscribed and sworn before me
this 28th day of October, 2014.
My Commission expires:

Eleonora Donnelly
ELEONORA DONNELLY
NOTARY PUBLIC
STATE OF NEW JERSEY
COUNTY OF BERGEN
COMMISSION EXPIRES JULY 16, 2015

(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.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.839

Agenda No. 10.Z.34

Approved: DEC 17 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ADOPT THE 2014 HUDSON COUNTY ALL HAZARD MITIGATION PLAN UPDATE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster mitigation programs; and

WHEREAS; a coalition of Hudson county jurisdictions with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Hudson county; and

WHEREAS; the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Adopt in its entirety, the 2014 Hudson County All Hazard Mitigation Plan Update ("the Plan") as the jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertains to this jurisdiction.
2. Will use the adopted and approved portions of the Plan to guide pre-post disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the Mitigation Planning Committee as described in the Plan.
5. Will help to promote and support the mitigation successes of all participants in this Plan.
6. Will incorporate mitigation planning as an integral component of government and partner operations.
7. Will provide an update of the Plan in conjunction with the County no less than every five years.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ADAPT THE 2014 HUDSON COUNTY ALL HAZARD MITIGATION PLAN UPDATE

Initiator

Department/Division	Office of Emergency Management	& Homeland Security
Name/Title	W. Greg Kierce, Director	
Phone/email	547-5681/wkierce@njjcps.org	Cell 201 424-8625

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution supports the updated 2014 Hudson County All Hazards Mitigation Plan update, a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 10/10/14

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.840

Agenda No. 10.Z.35

Approved: DEC 17 2014

TITLE:

A RESOLUTION HONORING THE 2014 SAINT PETER'S PREPARATORY SCHOOL FOOTBALL TEAM

Council **offered and moved adoption of the following:**

WHEREAS, Saint Peter's Preparatory School is an independent, Catholic, college preparatory school for young men grades 9-12, and is better known simply as "Prep;" and

WHEREAS, Prep was founded in 1872 by the Society of Jesus and is located at the intersection of Grand & Warren Streets in downtown Jersey City; and

WHEREAS, in addition to its reputation for high academic standards, Prep is also known for its robust athletics program which has produced numerous championships in various fields of competition throughout Prep's 142-year existence; and

WHEREAS, the 2014 Prep football team, coached by Richard Hansen, distinguished itself by amassing a record of 10 wins and one loss, with Prep's only loss coming against an out-of-state opponent; and

WHEREAS, Prep's outstanding season earned them a chance to play for the NJSIAA Non-Public, Group 4 championship at MetLife Stadium in East Rutherford New Jersey; and

WHEREAS, on December 5, 2014 the Prep football team, ranked #2 in the State, defeated Paramus Catholic, ranked # 1 in the State, by a score of 34-18, to finish the season 11-1 and capture Prep's first NJSIAA Non-Public, Group 4 championship since 2005; and

WHEREAS, the Star-Ledger named the 2014 Prep football team the #1 team in the State of New Jersey and the high school football website MaxPreps.com named the 2014 Prep football team the #12 team in the nation.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby congratulates the players, coaches and administrators of the 2014 Prep football team for their outstanding achievement, and wish them continued success.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.841

Agenda No. 10.Z.36

Approved: DEC 17 2014

TITLE:

RESOLUTION SUPPORTING THE APPLICATION OF JERSEY CITY EMPLOYMENT AND TRAINING FOR A GRANT FROM U.S. DEPARTMENT OF TRANSPORTATION TO ESTABLISH A WORKFORCE DEVELOPMENT TRAINING PROGRAM FOR JOBS WITHIN THE PUBLIC TRANSPORTATION INFRASTRUCTURE INDUSTRY

COUNCIL **Offered and Moved Adoption of the Following Resolution:**

WHEREAS, the State of New Jersey has several major public transportation projects planned or underway for the Bayonne Bridge, Pulaski Skyway, Holland Tunnel, and Newark Airport, all of which will generate many jobs in the public transportation industry; and

WHEREAS, there are grant funds available from the U.S. Department of Transportation's [DOT] Innovative Public Transportation Workforce Development Program (Ladder of Opportunity Initiative) to train individuals for jobs within the public transportation infrastructure industry [Grant]; and

WHEREAS, the Jersey City Employment and Training Program (JCETP) is a 501(c) (3) corporation created by the Federal Workforce Investment Act to provide employment services to residents; and

WHEREAS, the JCEPT wishes to apply for the Grant but needs evidence of the City of Jersey City's support for JCEPT's Workforce Development Training Program proposal and the City of Jersey City's determination that the proposal will benefit the residents of Jersey City and Hudson County, as well as the public transportation industry overall; and

WHEREAS, JCETP working with Hudson County's Community Reintegration Program have been very successful in placing formerly incarcerated individuals in permanent jobs and dramatically lowering their recidivism rates; and

WHEREAS, the City of Jersey City has every confidence in JCETP's ability to create and operate a successful Workforce Development Training Program for jobs in the public transportation infrastructure industry, based on its record and present leadership; and

WHEREAS, in order to maximize the amount of the Grant, the JCETP needs to provide evidence of a commitment for matching funds; and

WHEREAS, the County of Hudson will agree to provide JCETP with matching funds of up to $200,000 for the Grant; and

WHEREAS, the City of Jersey City will also commit to providing matching funds of up to $200,000, payable in four (4) annual increments of up to $50,000 each; and

WHEREAS, the funds will need to be appropriated over four (4) budget years in increments of $50,000, but only upon approval of the Grant and to accord with its requirements; and

WHEREAS, together the County and City matches will allow the JCETP to receive as much as $400,000 from the DOT; and

WHEREAS, this Grant will benefit the residents of the City of Jersey City as well as the public transportation industry overall.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.841

Agenda No. 10.Z.36 DEC 17 2014

TITLE: RESOLUTION SUPPORTING THE APPLICATION OF JERSEY CITY EMPLOYMENT AND TRAINING FOR A GRANT FROM U.S. DEPARTMENT OF TRANSPORTATION TO ESTABLISH A WORKFORCE DEVELOPMENT TRAINING PROGRAM FOR JOBS WITHIN THE PUBLIC TRANSPORTATION INFRASTRUCTURE INDUSTRY

1. The Business Administrator is authorized to execute a Memorandum of Understanding [MOU] with the Jersey City Employment and Training Program (JCETP); provide a letter of support for grant application to the U.S. Department of Transportation's Innovative Public Transportation Workforce Development Program; and take any other actions appropriate or necessary to effectuate the purposes of the within resolution, as required by the terms of the Grant approval.

2. The City of Jersey City does hereby agree that it will provide a match of up to $200,000 in funding, payable over the course of four years, in increments of up to $50,000 per year commencing in 2015, upon approval of the U.S. Department of Transportation's [DOT] Innovative Public Transportation Workforce Development Program (Ladder of Opportunity Initiative) grant to JCETP and as required by any grant conditions or requirements.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

841

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN APPLICATION FOR A GRANT FROM U.S. DEPARTMENT OF TRANSPORTATION TO ESTABLISH A WORKFORCE DEVELOPMENT TRAINING PROGRAM

Initiator

Department/Division	JCETP	JCETP
Name/Title		
Phone/email		

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Jersey City Employment and Training Program (JCETP) is applying for a grant to the U.S. Department of Transportation's Innovative Public Transportation Workforce Development Program (Ladder of Opportunity Initiative). The grant will provide funds to train formerly incarcerated individuals for jobs in the public transportation industry. JCETP needs a $200,00 match from the City as well as evidence of the City's support for the application and program.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Executive Summary of U.S. DOT Ladders of Opportunity Grant Application

Project Title: Jersey City Employment and Training Program (JCETP) Public Transportation Workforce Development Training Program

Objectives

The workforce development training program will train Hudson County/Jersey City JCETP clients and One-Stop Career Center clients to enter the public transportation workforce. This program will be a ladder of opportunity into the middle class for a historically underserved minority population that has a high unemployment rate. The program's goals are to build human capital with the critical skill-set needed by the public transportation industry; to invest in America's economic growth; and to create an innovative nationally and regionally significant public transportation workforce development model. This program is scalable and has the potential to have a national impact if replicated; this would create ladders of opportunity to union jobs across the United States.

This program's goal is to train workers to meet local demand for a public transportation workforce who can do the highly skilled work needed for massive ongoing regional transportation and infrastructure projects such as the New Jersey Department of Transportation's $240 million Bayonne Bridge project that will support nearly 2,800 jobs, the $452 million Pulaski Skyway project, the Holland Tunnel work project, the Newark Airport work project, and a 69-story Jersey City high rise project.

Funding & Grant Due Date

The DOT requires the commitment of local funds as a prerequisite to providing matching federal funds. The more local funds that are committed, the higher the grant application will score. DOT also recognizes in-kind contributions in its grant scoring criteria, but it is scored lower than cash contributions.

The grant should be submitted on December 21, 2014 or sooner. The external deadline is December 23, 2014 by 11:59pm. The Notice of Funding Availability does not state the grant award date.

Strategic Partners

JCETP is partnering with multiple local government agencies and unions including: the New Jersey Amalgamated Transit Union, the Hudson County Building and Construction Trades Council, the City of Jersey City, and Hudson County. These strategic partners will sign a Memorandum of Understanding (MOU) and provide letters of support for the grant application.

Plan of Action

This grant will use local funds, matching federal funds, and in-kind training contributions from local union partners to create an innovative workforce development training program that will provide JCETP clients and impoverished Jersey City residents with the educational training required for admission into the apprenticeship programs of various local Hudson County Building & Construction Trades Council (HCB CTC) and into New Jersey Transit Union jobs.

Executive Summary of U.S. DOT Ladders of Opportunity Grant Application

Project Title: Jersey City Employment and Training Program (JCETP) Public Transportation Workforce Development Training Program

The grant funds will be used to overcome the endemic educational and skills gaps that are characteristic of both JCETP clients and Jersey City residents. The grant will support the salary of a TABE/GED Instructor who will work out of JCETP at Martin's Place at 398 Martin Luther King Junior Drive in Jersey City. The grant will pay for the educational resources required to pass the GED/TABE including review books.

The Amalgamated Transit Union (ATU) will provide mentoring, aptitude test preparation, educational training for the commercial driver's license (CDL), and referrals into various New Jersey Transit Union jobs. In addition, the ATU will host open houses and job fairs for program participants and encourage them to apply to New Jersey Transit Union jobs, which provide good salaries and benefits. These jobs are geared toward JCETP's non-reentry clients in the One Stop Career Center.

The Hudson County Building & Construction Trades Council (HCB CTC) needs local Jersey City residents to become apprentices in order to meet the requirements of the Jersey City Project Labor Agreement (PLA) Ordinance. The PLA requires that construction contracts with a total cost equal to $25 million or more be utilized to help low-income, minority, and women workers gain access to careers in the construction trades since poverty, unemployment, and underemployment are significant social problems in Jersey City. Therefore the HCB CTC is willing to provide a letter of support for this grant application; we are in the process of collaborating on drafting this letter.

The New Jersey Transit Union may be willing to provide a letter of support as well; we are in the process of reaching out to them to make this request.

We plan to reach out to potential partners who may be able to contribute local funds that are prerequisites for matching federal funds. Local funding also increases the grant application's scoring ability.

Final Project Deliverables

There will be a final written report with data analysis that will document the workforce development training program's success rate and outcome variables including: the overall number of program participants employed in the public transportation industry, the number of new apprentices, the number who completed pre-apprenticeships, the number who completed TABE and also GED study, the pass rate for the TABE and the GED, and the lowered recidivism rates among the participants compared to the background rate in the Hudson County-Jersey City area.

Grant Evaluation Criteria:

The U.S. DOT will evaluate the extent to which a proposal addresses these criteria:

A. National or Regional Applicability
B. Statement of Need
C. Innovation
D. Project Management and Organizational Capacity
E. Strategy and Project Work Plan

Executive Summary of U.S. DOT Ladders of Opportunity Grant Application

Project Title: Jersey City Employment and Training Program (JCETP) Public Transportation Workforce Development Training Program

F. Outcomes and Deliverables
G. Furthering Ladders of Opportunity
H. Review and Selection Process

RESOLUTION CONDEMNING THE PAKISTANI TALIBAN FOR THEIR HEINOUS ATTACK ON THE ARMY PUBLIC SCHOOL AND DEGREE COLLEGE IN PESHWAR, PAKISTAN AND IN SOLIDARITY WITH THE PAKISTANI PEOPLE AND PAKISTANI COMMUNITY IN THEIR PRAYERS FOR PEACE

WHEREAS, on December 16, 2014, the Pakistani Taliban stormed the Army Public School and Degree College in Peshawar, Pakistan and opened fire, killing at least 145 people, 132 of whom were uniformed schoolchildren, making it the deadliest single attack in the group's history; and

WHEREAS, the Army Public School and Degree College is home to about 1,100 students and staff, most of them sons and daughters of army personnel from around Peshawar; and

WHEREAS, on December 16, 2014, United States President Barack Obama issued a statement strongly condemning the terrorist attack in Peshwar. The President added that "[b]y targeting students and teachers in this heinous attack, terrorists have once again shown their depravity. We stand with the people of Pakistan, and reiterate the commitment of the United States to support the Government of Pakistan in its efforts to combat terrorism and extremism and to promote peace and stability in the region"; and

WHEREAS, on December 16, 2014, United States Senator Robert Menendez, Chairman of the Senate Foreign Relations Committee, issued a statement denouncing the terrorist attack: "I condemn in the strongest and most forceful of terms today's attack targeting innocent children. Pakistan is grieving today and we in the United States mourn alongside the families who have lost their loved ones at the Army Public School in Peshawar. The Pakistani Taliban's extremism and terrorism continues to deny peace and stability to the Pakistani people and their regional neighbors. We in the United States support the Pakistani government in their fight against extremism, and we stand with the people of Pakistan during this dark hour."; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City joins President Obama, Senator Menendez and their colleagues in condemning in the strongest of terms the December 16, 2014 heinous attack by the Pakistani Taliban and murder of innocent schoolchildren at the Army Public School in Peshawar, Pakistan. The people of Jersey City mourn alongside the people of Pakistan and the Pakistani community in Jersey City and across the United States who have lost their loved ones and stand in solidarity with the people of Pakistan in praying for peace and in combating extremism.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.842

Agenda No. 10.Z.37

Approved: DEC 17 2014

TITLE:

Resolution Commending The Eagle Court of Honor Boy Scout Troop 466

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, the Boy Scout Troop 466 of the Jersey City Heights has been an active unit for the past 70 years; and

WHEREAS, its scoutmaster, Mr. Louis Cappelluti, has led the unit for the past 43 years and has produced 33 Eagle Scouts in the last 42 years; and

WHEREAS, in order to achieve Eagle status, a scout must earn 21 merit badges, serve in a troop leadership position, and plan and lead a community-based service project. Most boys take 6 - 7 years to become Eagles, but only 3% of all scouts actually achieve that rank.

WHEREAS, our four newest Eagle Scouts are all Jersey City residents:

Luis Devyn Lozada, a graduate of LaSalle Academy, renovated seven classrooms in his high school by laying down wood flooring in each room.

Roi Vana, a senior at Saint Peter's Prep, renovated a garden in Paulus Hook through cleaning, painting, and landscaping work.

Anuroop Alberts, a senior at Dickinson High School, created a storage room for a food pantry at a church located on Journal Square.

Carlos Urgiles, a freshman at Rutgers University and a graduate of County Prep High School, organized a cleanup of the reservoir located adjacent to Pershing Field in the Heights section.

WHEREAS, the newest Eagle Scouts are recognized for earning the highest awarded rank in scouting history for their relentless efforts and devotion to **Boy Scout Troop 466** of the Boy Scouts of America; and

WHEREAS, Eagle Scouts, display the characteristics of leader and role model, representing the values of **Boy Scout Troop 466** and that of the Boy Scouts of America to the best of their ability; and

WHEREAS, for more than 100 years, the Boy Scouts of America continues to provide educational programs for children and young adults in an effort to instill character, responsibility, fitness, and preparedness as they go on to become exemplary citizens of their communities. It is through the Boy Scouts of **Troop 466** that the Boy Scouts of America serve as an inspiration to young men here in Jersey City and beyond.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Jersey City, do hereby commend Eagle Scouts: **Luis Devyn Lozada, Roi Vana, Anuroop Alberts, and Carlos Urgilles** and the success of **Boy Scout Troop 466**, and of all those who support the efforts of the Boy Scouts of America.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.843

Agenda No. 10.Z.38

Approved: DEC 17 2014

TITLE:

Resolution of the Jersey City Municipal Council calling upon Congress to pass and the President to sign H.R. 1217 and S. 568 to establish the Smithsonian American Latino Museum and designate the Arts and Industries Building as its future location in Washington, D.C

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, According to the 2012 Census Bureau American Community Survey, there are approximately 53 million people of Latino descent living in the United States, of which over 68,256 reside in Jersey City; and

WHEREAS, In fact, the Latino population is the largest ethnic minority group in the country, according to the most recent Census data; and

WHEREAS, In March 2013, Congressman Xavier Becerra and Hudson County's own Senator Robert Menendez introduced H.R. 1217 and S.568, respectively; and

WHEREAS, H.R. 1217 and S.568 would establish within the Smithsonian Institution the Smithsonian American Latino Museum ("the Museum"); and

WHEREAS, This legislation would designate the Arts and Industries Building on the National Mall in Washington, D.C., as the future location for the Museum and would begin a planning period to identify viable fundraising and construction models for the construction and operation of the Museum; and

WHEREAS, The passage of this legislation would guarantee a commitment to the arts, to the principles of diversity and to building a more inclusive community, and would show recognition and appreciation for the vital role that Latinos play in American life, art, culture, industry, neighborhoods and communities across the nation; and

WHEREAS, It is of great importance to support the establishment of the Museum, among the other landmark Smithsonian institutions, to highlight the history of the Latino community and to honor Latinos for their significant contributions to our culture and society.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Jersey City, calls upon Congress to pass and the President to sign H.R. 1217 and S. 568 to establish the Smithsonian American Latino Museum and designate the Arts and Industries Building as its future location in Washington, D.C.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.844

Agenda No. 10.Z.39

Approved: DEC 17 2014

TITLE:

RESOLUTION CONDEMNING THE PAKISTANI TALIBAN FOR THEIR HEINOUS ATTACK ON THE ARMY PUBLIC SCHOOL AND DEGREE COLLEGE IN PESHWAR, PAKISTAN AND IN SOLIDARITY WITH THE PAKISTANI PEOPLE AND PAKISTANI COMMUNITY IN THEIR PRAYERS FOR PEACE

WHEREAS, on December 16, 2014, the Pakistani Taliban stormed the Army Public School and Degree College in Peshawar, Pakistan and opened fire, killing at least 145 people, 132 of whom were uniformed schoolchildren, making it the deadliest single attack in the group's history; and.

WHEREAS, the Army Public School and Degree College is home to about 1,100 students and staff, most of them sons and daughters of army personnel from around Peshawar; and

WHEREAS, on December 16, 2014, United States President Barack Obama issued a statement strongly condemning the terrorist attack in Peshwar. The President added that "[b]y targeting students and teachers in this heinous attack, terrorists have once again shown their depravity. We stand with the people of Pakistan, and reiterate the commitment of the United States to support the Government of Pakistan in its efforts to combat terrorism and extremism and to promote peace and stability in the region"; and

WHEREAS, on December 16, 2014, United States Senator Robert Menendez, Chairman of the Senate Foreign Relations Committee, issued a statement denouncing the terrorist attack: "I condemn in the strongest and most forceful of terms today's attack targeting innocent children. Pakistan is grieving today and we in the United States mourn alongside the families who have lost their loved ones at the Army Public School in Peshawar. The Pakistani Taliban's extremism and terrorism continues to deny peace and stability to the Pakistani people and their regional neighbors. We in the United States support the Pakistani government in their fight against extremism, and we stand with the people of Pakistan during this dark hour."; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City joins President Obama, Senator Menendez and their colleagues in condemning in the strongest of terms the December 16, 2014 heinous attack by the Pakistani Taliban and murder of innocent schoolchildren at the Army Public School in Peshawar, Pakistan. The people of Jersey City mourn alongside the people of Pakistan and the Pakistani community in Jersey City and across the United States who have lost their loved ones and stand in solidarity with the people of Pakistan in praying for peace and in combating extremism.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.17.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk