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

City Clerk File No. Res. 16.516

Agenda No. 10.A

Approved: AUG 17 2016

TITLE: **RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2016 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 2016 Municipal Budget:

	FROM	TO
NRPA Out-of-School Time Program	$0.00	$35,000.00
Child Health (CLPPP)	$0.00	$195,000.00
Food Insecurity Nutrition Incentive (FINI)	$0.00	$6,000.00
Citywide Adopt-A-Lot Program	$0.00	$20,000.00
NJCU Nursing Students Program	$0.00	$12,000.00
Comprehensive Cancer Control	$0.00	$6,000.00
Healthy Communities Healthy Citizens (HCHC)	$0.00	$21,500.00
Healthier JC Program	$0.00	$69,000.00

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

	FROM	TO
NRPA Out-of-School Time Program	$0.00	$35,000.00
Child Health (CLPPP)	$0.00	$195,000.00
Food Insecurity Nutrition Incentive (FINI)	$0.00	$6,000.00
Citywide Adopt-A-Lot Program	$0.00	$20,000.00
NJCU Nursing Students Program	$0.00	$12,000.00
Comprehensive Cancer Control	$0.00	$6,000.00
Healthy Communities Healthy Citizens (HCHC)	$0.00	$21,500.00
Healthier JC Program	$0.00	$69,000.00

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: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 2016 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	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 approve the insertion of any special item of revenue and appropriation in the municipal budget when such item has been made available after the adoption of the budget. (N.J.S.A. 40A:4-87)

I certify that all the facts presented herein are accurate.

J. Metro

Signature of Department Director

8/8/2016

Date

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

City Clerk File No. Res. 16.517

Agenda No. 10.B

Approved: AUG 17 2016

TITLE:

CANCELLATION OF 2016 REAL ESTATE TAXES ON BLOCK 20001 LOTS 20, 21, 22 ALSO KNOWN AS 416B COMMUNIPAW AVE., 418B COMMUNIPAW AVE., 420 COMMUNIPAW AVE. OWNED BY JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, 416b Communipaw Ave., 418B Communipaw Avenue, 420 Communipaw Ave. was being assessed for tax years 2016 ; and

WHEREAS, the parcels should have been tax exempt for the 2016 tax years because the **JERSEY CITY REDEVELOPMENT AGENCY** is an instrumentality of the City of Jersey City; and

WHEREAS, pursuant to N.J.S.A. 54:4-3.3B any property acquired by a municipality or an authority created by the state shall become tax exempt on the first day of January of the following calendar year; and

WHEREAS, the Jersey City Redevelopment Agency acquired title for the parcels on March 9, 2006; and

WHEREAS, the Tax Assessor's office coded the parcels as non exempt for the 3rd and 4th quarters 2016 erononiously; and

WHEREAS, the Tax Collector's files still indicate that taxes are due on the psrcels for the tax year 2016, and the Tax Collector would like to cancel the erroneous charges in the amount of $5,049.44

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate taxes on Block 20001 Lots 20, 21, 22 also known as416 B Communipaw Avenue, 418B Communipaw Avenue, 420 Communipaw Avenue, Jersey City, New Jersey, be and is hereby canceled in the amount of $5049.44.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

CANCELLATION OF 2016 REAL ESTATE TAXES ON BLOCK 20001LOTS 20, 21, 22 ALSO KNOWN AS 416B COMMUNIPAW AVE., 418B COMMUNIPAW AVE., 420 COMMUNIPAW AVE. OWNED BY JERSEY CITY REDEVELOPMENT AGENCY

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	5120	MAUREEN@JCNJ.ORG

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

Resolution Purpose

To correct the tax collector's records due to an erroneous billing amount.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8-4-16

CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR

DATE: 4 AUGUST 2016

TO: MAUREEN COSGROVE, TAX COLLECTOR

FROM: EDUARDO TOLOZA, CITY TAX ASSESSOR
By: MICHELE HENNESSEY, DEPUTY TAX ASSESSOR

SUBJECT: **BLOCK 20001 LOTS 20,21 & 22**
ADDRESS: 416B, 418B & 420 COMMUNIPAW AVENUE
OWNER: JERSEY CITY REDEVELOPMENT AGENCY

==========

Please be advised that the above-captioned properties are owned by the Jersey City Redevelopment Agency and have been placed in the Exempt Class for the 2017 tax year. Therefore, the taxes billed for 2016 should be cancelled.

Kindly prepare a resolution cancelling taxes.

If you have any questions, please do not hesitate to contact me at x.5130.

PROPERTY RECORD CHANGE FORM

FLD CODE (66)	TRANSACTION DATE MONTH	DAY	YEAR	FIELD COUNT

TRANSACTION NO. | COUNTY NO. 09 | DISTRICT NO.

HEADER

ACTION CODE (60)	LIST TYPE	LIST YEAR	REQUESTED ACTION (CHECK ONE BOX ONLY)
	[X] 1 TAX	[X] 2016	[X] 1 CHANGE RECORD CONTENT [ ] 2 ESTABLISH NEW RECORD [ ] 3 DELETE ENTIRE RECORD [ ] 5 DISPLAY RECORD CONTENT [ ] 6 DELETE INVALID TRANSACTION

PROPERTY IDENT (61)	BLOCK NO. • BLOCK SUFFIX	LOT NO • LOT SUFFIX	QUALIFICATION CODES	ADD'L OWNER	Restrict Override (69)
	20001	20			

OWNER

OWNER (01)	BILLING CODE (02)

STREET ADDRESS (03)	MORTGAGE ACCOUNT NO. (59)

CITY, STATE (06)	ZIP CODE (07)	DWELLING UNITS (23)

PROPERTY DESCRIPTION

PROPERTY LOCATION (10)	PROPERTY CLASS CODE (11)	ACCOUNT NUMBER (65)	COMM UNITS (24)	Percent Owned (25)
	1			

LAND DIMENSION (09)	BUILDING DESCRIPTION (13)	BUILDING CLASS CODE (18)
	VACANT LAND	

ADDITIONAL LOTS (37)	ZONING (35)	TAX MAP PAGE (39)	CONSTRUCTION YEAR (19)	CENSUS TRACT (49)	CENSUS BLOCK (50)

DEDUCTIONS (04) Code #	Code #	Code #	OWNERS	AMOUNT	HOME FUG (34)	TENANT REBATE BASE YEAR (96)	TENANT REBATE BASE YEAR TAXES (97)
			T				

DEED (41) BOOK	PAGE	DEED DATE (42) MO	DAY	YEAR	SALES PRICE (43)	SR-1A NON USE CODE (20)	CLASS 4 USE CODE (67)	SALES PRICE CODE (70) A-F-Q

EXEMPT PROPERTY DATA CLASS 15 SERIES	CLASSIFICATION CODE (51) OWNER	USE	DESCRIPTION	STATUTE UNDER WHICH EXEMPTION IS CLAIMED (55) TITLE CHAPTER SECTION	INITIAL FILING DATE (53) MO	DAY	YEAR	FURTHER FILING DATE (54) MO	DAY	YEAR

FACILITY NAME (52)

ASSESSMENTS

LAND TAXABLE VALUE OR PUBLIC UTILITY REPORTED DEPRECIATED BOOK VALUE	(14)	29,200
IMPROVEMENT TAXABLE VALUE OR PUBLIC UTILITY AVERAGE ASSMT RATIO	(15)	
(Less) LIMITED EXEMPTION AMOUNT (INSERT CODE)	(25)	Code
TERM (29) (29) CODE # YEARS (29) CODE # YEARS	(05)	Code
TERM (29) (29) CODE # YEARS (29) CODE # YEARS	(05)	Code
ASSESSMENT CODE (40) [ ] P PARTIAL ASSESSMENT	(05)	Code
NET TAXABLE VALUE	(16)	29,200
SPECIAL TAX DISTRICT CODES (17)		
CLAIMANT SOC SEC NO. (21)	CO-CLAIMANT SOC. SEC. NO. (22)	

TAXES

CALENDAR YEAR BUDGET MUNICIPALITIES		CALENDAR YEAR TAXES
PRIOR YEAR NET AMOUNT OF TAX (57)		
CURRENT YEAR NET AMOUNT OF TAX (58)		

FISCAL YEAR BUDGET MUNICIPALITIES		FISCAL YEAR TAXES
NON-MUNICIPAL 1ST HALF TAX (FEB-MAY)	(71)	
NON-MUNICIPAL 2ND HALF TAX (AUG-NOV)	(72)	
MUNICIPAL 1ST HALF TAX (FEB-MAY)	(73)	
MUNICIPAL 2ND HALF TAX (AUG-NOV)	(74)	

Now Vacant Land See Report Dated 1/5/16

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PROPERTY RECORD CHANGE FORM

FLD CODE (66)	TRANSACTION DATE MONTH	DAY	YEAR	FIELD COUNT
	07	21	16	

TRANSACTION NO. | COUNTY NO. 09 | DISTRICT NO.

HEADER

ACTION CODE (60)	LIST TYPE	LIST YEAR	REQUESTED ACTION (CHECK ONE BOX ONLY)
	[X] 1 TAX	[X] 20 16	[ ] 1 CHANGE RECORD CONTENT [ ] 2 ESTABLISH NEW RECORD [ ] 3 DELETE ENTIRE RECORD [ ] 5 DISPLAY RECORD CONTENT [ ] 6 DELETE INVALID TRANSACTION

OWNER

PROPERTY IDENT (61)	BLOCK NO. • BLOCK SUFFIX	LOT NO. • LOT SUFFIX	QUALIFICATION CODES	ADD'L OWNER	Restrict Override (69)
	20001	20			

OWNER (01) | BILLING CODE (02)

STREET ADDRESS (03) | MORTGAGE ACCOUNT NO. (59)

CITY, STATE (06) | ZIP CODE (07) | DWELLING UNITS (23)

PROPERTY LOCATION (10) | PROPERTY CLASS CODE (11): 15C | ACCOUNT NUMBER (65) | COMM UNITS (24) | Percent Owned (25)

PROPERTY DESCRIPTION

LAND DIMENSION (09) | BUILDING DESCRIPTION (13) | BUILDING CLASS CODE (18)

ADDITIONAL LOTS (37) | ZONING (35) | TAX MAP PAGE (39) | CONSTRUCTION YEAR (19) | CENSUS TRACT (49) | CENSUS BLOCK (50)

DEDUCTIONS (14)

Code	#	Code	#	Code	#	OWNERS	AMOUNT	BENEFIT FLAG (34)	TENANT REBATE BASE YEAR (96)	TENANT REBATE BASE YEAR TAXES (97)

DEED (41) BOOK	PAGE	DEED DATE (42) MO	DAY	YEAR	SALES PRICE (43)	SR-1A NON USE CODE (20)	CLASS 4 USE CODE (67)	SALES PRICE CODE (70) A-F-Q

EXEMPT PROPERTY DATA CLASS 15 SERIES

CLASSIFICATION CODE (51) OWNER	USE	DESCRIPTION	STATUTE UNDER WHICH EXEMPTION IS CLAIMED (55) TITLE CHAPTER SECTION	INITIAL FILING DATE (53) MO	DAY	YEAR	FURTHER FILING DATE (54) MO	DAY	YEAR
04	01	095	54:4-3.3						

FACILITY NAME (52)

ASSESSMENTS

LAND TAXABLE VALUE OR PUBLIC UTILITY REPORTED DEPRECIATED BOOK VALUE (14)

IMPROVEMENT TAXABLE VALUE OR PUBLIC UTILITY AVERAGE ASSMT RATIO (15)

(Less) LIMITED EXEMPTION AMOUNT (TISENT CODE)

TERM (29)	(29) CODE	# YEARS	(29) CODE	# YEARS	(03) Code
					(03) Code
TERM (29)	(29) CODE	# YEARS	(29) CODE	# YEARS	(03) Code
					(03) Code

ASSESSMENT CODE (40) [ ] [ ] PARTIAL ASSESSMENT (03)

NET TAXABLE VALUE (16)

SPECIAL TAX DISTRICT CODES (17)

CLAIMANT SOC SEC NO (21) | CO-CLAIMANT SOC SEC NO (22)

TAXES

CALENDAR YEAR BUDGET MUNICIPALITIES

	CALENDAR YEAR TAXES
PRIOR YEAR NET AMOUNT OF TAX (57)	
CURRENT YEAR NET AMOUNT OF TAX (58)	

FISCAL YEAR BUDGET MUNICIPALITIES

		FISCAL YEAR TAXES
NON-MUNICIPAL 1ST HALF TAX (FEB-MAY)	(71)	
NON-MUNICIPAL 2ND HALF TAX (AUG-NOV)	(72)	
MUNICIPAL 1ST HALF TAX (FEB-MAY)	(73)	FISCAL YEAR TAXES
MUNICIPAL 2ND HALF TAX (AUG-NOV)	(74)	

Taxable to Exempt / Deed Date 7/1/14

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PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

----------Screen:1 of 5

0906 Block: 20001 Lot: 20 Q: M
Prior Block: 2056 Lot: 30.B Q: 01/14/16
Loc: 416B COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: JERSEY CITY REDEVELPMENT AGENCY Billing Code: 00000
Street: 30 MONTGOMERY STREET Account Num: 00374686
Town: JERSEY CITY, NJ Zip: 07302 Mtg Acct#:
Class: 1 Deductions:S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 07/01/14 Bk: 8985 Pg: 894 Price: 110000 NU#: 17 Cd: R: 26.55

	2016	2017	Taxes	2015	Exemptions/Abatements		
Land:	29200	29200	(57):	2992.80	1	0	
Impr:	0	0		2016	2	0	
	0	0	(58):	0.00	3	0	NetCalc
Net:	29200	29200	Partial:		4	0	0

Land Dim: 31.45X103.60 IR Class4Cd: YrBlt: Neigh:
Bldg Desc: VACANT LAND BldgClass: SF: 0
Addl Lots: Type/Use: PrcSF 0 UCd: 20
Style: Zone: Map: 200

1 record(s) found

PROPERTY RECORD CHANGE FORM

FLD CODE	TRANSACTION DATE MONTH	DAY	YEAR	FIELD COUNT
(66)	01	14	16	

TRANSACTION NO. | COUNTY NO. 09 | DISTRICT NO.

HEADER

ACTION CODE (60)	LIST TYPE	LIST YEAR	REQUESTED ACTION (CHECK ONE BOX ONLY)
	[X] 1 TAX	[X] 2016	[X] 1 CHANGE RECORD CONTENT [ ] 2 ESTABLISH NEW RECORD [ ] 3 DELETE ENTIRE RECORD [ ] 5 DISPLAY RECORD CONTENT [ ] 6 DELETE INVALID TRANSACTION

PROPERTY IDENT (61)	BLOCK NO. • BLOCK SUFFIX	LOT NO • LOT SUFFIX	QUALIFICATION CODES	ADD'L OWNER	Restrict Override (69)
	20991	21			

OWNER

OWNER (01)	BILLING CODE (02)

STREET ADDRESS (03)	MORTGAGE ACCOUNT NO. (59)

CITY, STATE (06)	ZIP CODE (07)	DWELLING UNITS (23)

PROPERTY DESCRIPTION

PROPERTY LOCATION (10)	PROPERTY CLASS CODE (11)	ACCOUNT NUMBER (65)	COMM UNITS (24)	Percent Owned (25)
	1			

LAND DIMENSION (09)	BUILDING DESCRIPTION (13)	BUILDING CLASS CODE (18)
	Vacant Land	

ADDITIONAL LOTS (37)	ZONING (35)	TAX MAP PAGE (39)	CONSTRUCTION YEAR (19)	CENSUS TRACT (49)	CENSUS BLOCK (50)

DEDUCTIONS (04) Code #	Code #	Code #	OWNERS	AMOUNT	NEMII TAX (34)	TENANT REBATE BASE YEAR (96)	TENANT REBATE BASE YEAR TAXES (97)
			T				

DEED (41) BOOK	PAGE	DEED DATE (42) MO	DAY	YEAR	SALES PRICE (43)	SR-1A NON USE CODE (20)	CLASS 4 USE CODE (67)	SALES PRICE CODE (70) A-F-Q

EXEMPT PROPERTY DATA CLASS 15 SERIES	CLASSIFICATION CODE (51) OWNER	USE	DESCRIPTION	STATUTE UNDER WHICH EXEMPTION IS CLAIMED (55) TITLE CHAPTER SECTION	INITIAL FILING DATE (53) MO	DAY	YEAR	FURTHER FILING DATE (54) MO	DAY	YEAR

FACILITY NAME (52)

ASSESSMENTS

LAND TAXABLE VALUE OR PUBLIC UTILITY REPORTED DEPRECIATED BOOK VALUE	(14)	29400
IMPROVEMENT TAXABLE VALUE OR PUBLIC UTILITY AVERAGE ASSMT RATIO	(15)	
(Land) LIMITED EXEMPTION AMOUNT (INSERT CODE) TERM (29) CODE (29) # YEARS	(05)	Code
TERM (29) CODE (29) # YEARS	(05)	Code
TERM (29) CODE (29) # YEARS	(05)	Code
ASSESSMENT CODE (40) [ ] P PARTIAL ASSESSMENT	(05)	Code
NET TAXABLE VALUE	(16)	29400
SPECIAL TAX DISTRICT CODES (17)		
CLAIMANT SOC SEC NO (21)	CO-CLAIMANT SOC. SEC. NO. (22)	

TAXES

CALENDAR YEAR BUDGET MUNICIPALITIES	CALENDAR YEAR TAXES
PRIOR YEAR NET AMOUNT OF TAX (57)	
CURRENT YEAR NET AMOUNT OF TAX (58)	

FISCAL YEAR BUDGET MUNICIPALITIES		FISCAL YEAR TAXES
NON-MUNICIPAL 1ST HALF TAX (FEB-MAY)	(71)	
NON-MUNICIPAL 2ND HALF TAX (AUG-NOV)	(72)	
MUNICIPAL 1ST HALF TAX (FEB-MAY)	(73)	
MUNICIPAL 2ND HALF TAX (AUG-NOV)	(74)	

New Vacant Land See Report 1-5-16

DATA CENTER COPY

PROPERTY RECORD CHANGE FORM

FLD CODE	TRANSACTION DATE MONTH	DAY	YEAR	FIELD COUNT
(66)	01	14	16	

TRANSACTION NO. | | | | | | COUNTY NO. 09 DISTRICT NO. | | |

HEADER

ACTION CODE (60)	LIST TYPE	LIST YEAR	REQUESTED ACTION (CHECK ONE BOX ONLY)
	[X] 1 TAX	[X] 2016	[X] 1 CHANGE RECORD CONTENT [ ] 2 ESTABLISH NEW RECORD [ ] 3 DELETE ENTIRE RECORD [ ] 5 DISPLAY RECORD CONTENT [ ] 6 DELETE INVALID TRANSACTION

PROPERTY IDENT (61)	BLOCK NO. • BLOCK SUFFIX	LOT NO • LOT SUFFIX	QUALIFICATION CODES	ADD'L OWNER	Restrict Override (69)
	29991	22			

OWNER

OWNER (01)	BILLING CODE (02)

STREET ADDRESS (03)	MORTGAGE ACCOUNT NO. (59)

CITY, STATE (06)	ZIP CODE (07)	DWELLING UNITS (23)

PROPERTY DESCRIPTION

PROPERTY LOCATION (10)	PROPERTY CLASS CODE (11)	ACCOUNT NUMBER (65)	COMM UNITS (24)	Percent Owned (25)
	1			

LAND DIMENSION (09)	BUILDING DESCRIPTION (13)	BUILDING CLASS CODE (18)
	VACANT-LAND	

ADDITIONAL LOTS (37)	ZONING (35)	TAX MAP PAGE (39)	CONSTRUCTION YEAR (19)	CENSUS TRACT (49)	CENSUS BLOCK (50)

DEDUCTIONS (04) Code #	Code #	Code #	OWNERS	AMOUNT	MAIL FLAG (34)	TENANT REBATE BASE YEAR (96)	TENANT REBATE BASE YEAR TAXES (97)
			T				

DEED (41) BOOK	PAGE	DEED DATE (42) MO	DAY	YEAR	SALES PRICE (43)	SR-1A NON USE CODE (20)	CLASS 4 USE CODE (67)	SALES PRICE CODE (70) A-F-Q

EXEMPT PROPERTY DATA CLASS 15 SERIES	CLASSIFICATION CODE (51) OWNER	USE	DESCRIPTION	STATUTE UNDER WHICH EXEMPTION IS CLAIMED (55) TITLE CHAPTER SECTION	INITIAL FILING DATE (53) MO	DAY	YEAR	FURTHER FILING DATE (54) MO	DAY	YEAR
	FACILITY NAME (52)									

ASSESSMENTS

LAND TAXABLE VALUE OR PUBLIC UTILITY REPORTED DEPRECIATED BOOK VALUE	(14)	26400
IMPROVEMENT TAXABLE VALUE OR PUBLIC UTILITY AVERAGE ASSMT RATIO	(15)	
(Limit) LIMITED EXEMPTION AMOUNT (INSERT CODE)		Code (05)
TERM (29) (29) CODE / # YEARS; (29) CODE / # YEARS		Code (05)
TERM (29) (29) CODE / # YEARS; (29) CODE / # YEARS		Code (05)
ASSESSMENT CODE (40) [ ] P PARTIAL ASSESSMENT		Code (05)
NET TAXABLE VALUE	(16)	26400
SPECIAL TAX DISTRICT CODES (17)		
CLAIMANT SOC SEC NO. (21)	CO-CLAIMANT SOC. SEC. NO. (22)	

TAXES

CALENDAR YEAR BUDGET MUNICIPALITIES	CALENDAR YEAR TAXES
PRIOR YEAR NET AMOUNT OF TAX (57)	
CURRENT YEAR NET AMOUNT OF TAX (58)	

FISCAL YEAR BUDGET MUNICIPALITIES		FISCAL YEAR TAXES
NON-MUNICIPAL 1ST HALF TAX (FEB-MAY)	(71)	
NON-MUNICIPAL 2ND HALF TAX (AUG-NOV)	(72)	
MUNICIPAL 1ST HALF TAX (FEB-MAY)	(73)	
MUNICIPAL 2ND HALF TAX (AUG-NOV)	(74)	

Now Vacant-Land See Report 1-5-16

DATA CENTER COPY

Account Inquiry Summary by Years

Exit Help

Account # 374686 Block/Lot 20001 / 20 /

Owner Name JERSEY CITY REDEVELPMENT AGENCY

Address 30 MONTGOMERY STREET

City/St/Zp JERSEY CITY, NJ 07302

P.Loc 416B COMMUNIPAW AVE.

Bank Code

Ded. Amt .00 Sp. Tax Cd

Lst Sch Date Lst Pay Date 10/28/2014

Principal 752.29

Interest 17.38

Uncoll Interest 00

Total Due 769.67

OTL Certificate # 133786 C

Interest thru Date 12/31/2016

New Account# New Blk/Lot/Qual / / < Prev Next > View Summary

Tax Bills | Add Asses. Bills | Misc. Bills | Payments | Int. Payments | Billing Adj. | Payment Adj.

Tax Yr	Q	Trans/Due Date	Description	Bill/Paid/Adj Amt	Open Balance	Days	Interest	Check#	Bp#	Sr
2016	1	2/01/2016	TAXES BILL	748.20						
2016	1	12/29/2015	CHANGE TO EXEMPT	-748.20						
2016	2	5/01/2016	TAXES BILL	748.20						
2016	2	11/30/2015	CHANGE TO EXEMPT	-748.20						
2016	3	8/01/2016	TAXES BILL	376.15	376.15	149	12.45			
2016	4	11/01/2016	TAXES BILL	376.14	376.14	59	4.93			
2017	1	2/01/2017	TAXES BILL	562.18	562.18					
2017	2	5/01/2017	TAXES BILL	562.17	562.17					

Narrative Edit | Account Edit | Print Account | Duplicate Bill | Refresh | Utilities | TTL Inquiry | OTL Inquiry

Desktop 2:54 PM 8/4/2016

Thursday, Aug 04, 2016 02:54 PM

Account Inquiry Summary by Years

Exit Help

Account # 374678 Block/Lot 20001 / 21 /

Owner Name JERSEY CITY REDEVELOPMENT AGENCY

Address 30 MONTGOMERY ST.

City/St/Zp JERSEY CITY, NJ 07302

P.Loc 418B COMMUNIPAW AVE.

Bank Code

Ded. Amt. .00 Sp. Tax Cd

1st Sch Date 1st Pay Date 11/10/2006

Principal 2,264.09

Interest 64.84

Uncoll. Interest 00.

Total Due 2,328.93

OTL Certificate # 2005-1113-- C

Interest thru Date 12/31/2016

New Account# — New Blk/Lot/Qual / / < Prev Next > View Summary

Tax Bills | Add Asses. Bills | Misc. Bills | Payments | Int. Payments | Billing Adj. | Payment Adj.

Tax Yr	Q	Trans/Due Date	Description	Bill/Paid/Adj Amt.	Open Balance	Days	Interest	Check#	Op#	Src
2016	3	8/01/2016	TAXES BILL	1132.05	1132.05	149	37.48			
2016	4	11/01/2016	TAXES BILL	1132.04	1132.04	59	27.36			
2017	1	2/01/2017	TAXES BILL	566.03	566.03					
2017	2	5/01/2017	TAXES BILL	566.02	566.02					

Narrative Edit | Account Edit | Print Account | Duplicate Bill | Refresh | Utilities | TTL Inquiry | OTL Inquiry

Desktop 2:54 PM 8/4/2016

Thursday, Aug 04, 2016 02:54 PM

Account Inquiry Summary by Years

Exit Help

Account # 374660 Block/Lot 20001 / 22 /

Owner Name JERSEY CITY REDEVELOPMENT AGENCY

Address 30 MONTGOMERY ST.

City/St/Zp JERSEY CITY, NJ 07302

P.Loc 420 COMMUNIPAW AVE.

Bank Code

Ded. Amt. .00 Sp. Tax Cd

Lst Sch Date Lst Pay Date 11/10/2006

Principal 2,033.06

Interest 55.73

Uncpd. Interest .00

Total Due 2,088.79

OTL Certificate # 2005-1112--C

Interest thru Date 12/31/2016

New Account# New Blk/Lot/Qual / / < Prev Next > View Summary

Tax Bills Add Asses. Bills Misc. Bills Payments Int. Payments Billing Adj. Payment Adj.

Tax Yr	Q	Trans/Due Date	Description	Bill/Paid/Adj Amt.	Open Balance	Days	Interest	Check#	Dp#	Sr
2016	3	8/01/2016	TAXES BILL	1016.53	1016.53	149	33.66			
2016	4	11/01/2016	TAXES BILL	1016.53	1016.53	59	22.07			
2017	1	2/01/2017	TAXES BILL	508.27	508.27					
2017	2	5/01/2017	TAXES BILL	508.26	508.26					

Narrative Edit | Account Edit | Print Account | Duplicate Bill | Refresh | Utilities | TTL Inquiry | OTL Inquiry

Desktop 2:55 PM 8/4/2016

Thursday, Aug 04, 2016 02:55 PM

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

City Clerk File No. Res. 16.518

Agenda No. 10.C

Approved: AUG 17 2016

TITLE:

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2007-1523 SOLD TO GREGORY JUDGE

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold tax sale certificate # 2007-1523 on 340 Randolph Avenue., Block19703 Lot 26 to Gregory Judge; and

WHEREAS, Gregory Judge , the third party lien holder for the certificate 2007-1523 lost the original certificate; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to Gregory Judge under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that Gregory Judge is hereby given a duplicate tax sale certificate.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE # 2007-1523 SOLD TO GREGORY JUDGE

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	5120	MAUREEN@JCNJ.ORG

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

Resolution Purpose

To replace a lost third party tax sale certificate for Gregory Judge. To allow the redemption funds to be released to the owner of the certificate.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8-4-16

Date: August 3, 2016

AFFIDAVIT FOR LOST TAX SALE CERTIFICATE # 2007-1523

I hereby certify that the original tax sale certificate for Block 19703, (1947) Lot 26 (18), Qual _____ known as 340 Randolph Ave, has been lost and not assigned to another party.

I am executing this affidavit in order to induce the Jersey City Tax Collector to issue a duplicate certificate for this tax sale certificate.

Gregory Judge

Notary Public

SYLVIA ULLRICH
NOTARY PUBLIC OF NEW JERSEY
ID# 2323945
MY COMMISSION EXPIRES JAN. 13, 2020

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

CERTIFICATE No. 2007-1523

I, MAUREEN COSGROVE, COLLECTOR OF TAXES of the taxing district of the CITY OF JERSEY CITY and State of New Jersey, do hereby certify that on the 28TH day of JUNE in the COUNTY of HUDSON lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937 Title 54, Chapter 5, and at a public sale of the amendments and supplements thereto

I sold to

whose address is CM MANAGEMENT GROUP LLC
111-62 EAST SHEARWATER CT, JERSEY CITY, NEW JERSEY 07305

for ONE HUNDRED FOURTEEN dollars and 33/100 cents, the land in said taxing district described as Block 01947 Lot No 00018 Qualification Code and known as 336 RANDOLPH AVE, JERSEY CITY, NJ 07302 on the tax duplicate thereof and assessed to

GUZMAN, JUAN
336 RANDOLPH AVE.
JERSEY CITY, NJ 07304.

DESCRIPTION	AMOUNT	INTEREST	TOTAL
2007	98.09	1.24	99.33
	000052380 RECEIVED AND RECORDED MTG	08/10/2007 01:41P WILLIE L. FLOOD HUDSON COUNTY REGISTER OF DEEDS Receipt No. 402330	

Tax Account: 341081 — Cost of Sale: 15.00

Additional Lots: — Total: 114.33

Premium: 100.00

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of 0000 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal charges accruing after JUNE 30TH 2007 and assessment installments municipal authority charges accruing after JUNE 30TH 2007 ; not yet due, amounting to 0.00 dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28TH day of JUNE 2007

STATE OF NEW JERSEY
COUNTY OF HUDSON

(SEAL)

MAUREEN COSGROVE, COLLECTOR OF TAXES

BE IT REMEMBERED, that on this 28TH day of JUNE 2007 before me a NOTARY PUBLIC of NEW JERSEY, personally appeared MAUREEN COSGROVE, the Collector of Taxes of the taxing district of THE CITY OF JERSEY CITY in the County of HUDSON who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I being made known to him the contents thereof, he thereupon acknowledged to me, that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Prepared By: Maureen Cosgrove
MAUREEN COSGROVE, PREPARER

NOTARY PUBLIC
ERNEST BORJA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 18, 2010

NOTE: N.J.S.A. 46:15-3 requires that all signatures appearing on the certificate, those of the collector and notary public who takes this acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature in accordance with P.L. 1978, c.80 signed.

Rev. 1/99

BK=16154 PG=00070

ASSIGNMENT OF TAX SALE CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that CM MANAGEMENT LLC. Christina Park President ("Assignor"), in consideration of the sum of $1.00 (One Dollar) and other good and valuable consideration, paid by Gregory Judge, 49 Fairview Ave, Jersey City NJ this 3 day of Jan 2013 the receipt of which is hereby acknowledged has granted, sold, bargained, transferred, assigned and set over Gregory Judge, all its right, title, interest, property and estate in and to the following Tax Sale Certificate made by the City of Jersey City, County of Hudson and State of New Jersey, more particularly described as follows: 340 Randolph Ave

Block No. 19703 Lot No. 26

Tax Sale Certificate Number 2007-1523 sold by M. Cosgrove, Tax Collector of the City of Jersey City, County of Hudson and State of New Jersey, on 7/25/2007 to CM Management Group LLC. And recorded in the Hudson County Clerk's Office on 8/11/2007, Mortgage Book 16154 Page 70.

The assessed owner at the time of the sale was Coleman, John and the property is currently known as Block No. 19703 Lot No. 26 on the Official Tax Map of the City of Jersey City, County of Hudson and State of New Jersey, and is commonly known as 340 Randolph Ave

This Assignment is made without recourse or warranty, except that (i) Assignor has good title to the Tax Sale Certificate and (ii) the signatory set forth below is duly authorized to execute this Assignment. Assignee assumes all risk in connection with the purchase and collection of the subject Tax Sale Certificate.

IN WITNESS WHEREOF, the party of the first part of those presents has hereunto set their hands and seals dated the day and year first above written.

Witness: Lloyd Cain
Lloyd Cain

By: Christina Park
Christina Park
Member

STATE OF New Jersey
COUNTY OF Hudson

BE IT REMEMBERED, on the 3 day of Jan 2013, before me, a Notary Public of New Jersey, personally appeared Christina Park, who I am satisfied is the person who signed the within instrument and acknowledged that he signed and delivered the same as such officer aforesaid and that the within instrument is his voluntary act and deed, for the uses and purposes therein expressed.

Teresa Conklin
Notary Public of New Jersey

TERESA CONKLIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 17, 2011

30223020007430 1/1
2/25/2013 03:48:09 PM ASSIGNMENT
1198 Pg: 695
ela E. Gardner
son County, Register of Deeds
ocipt No. 767003
Ruth Jones, Esq
Greg Judge
49 Fairview Ave
Jersey City NJ
201

FILED
20130225020007430
02/25/2013 03:48:09 PM
ASSIGNMENT
NUMBER OF PAGES : 1
TOALLENDER

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

City Clerk File No. Res. 16.519

Agenda No. 10.D

Approved: AUG 17 2016

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 26602 LOT 1 LOCATION 364 OCEAN AVENUE

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

WHEREAS, the City of Jersey City on May 29, 2013 amended Resolution No. 10-782 to authorize the sale of 364 Ocean Avenue from NVC Real Estate Fund V, LLC to SP Developers, LLC, 188 Lembeck Avenue, Jersey City, New Jersey; and,

WHEREAS, the conditions of sale set forth that the purchaser renovate the property and obtain a Certificate of Occupancy; and,

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

WHEREAS, The Construction Official has signed and issued a Certificate of Occupancy on said property indicating that the property was renovated in compliance with the conditions of sale which were adopted by the Municipal Council on May 29, 2013; and,

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

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

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

1. The City finds and declares that all the terms and conditions of sale contained in the resolution adopted by the governing body of the City of Jersey City on May 29, 2013 have been complied with.

2. Block 26602 Lot 1 Location 364 Ocean Avenue is hereby released from any and all restrictions.

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

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

WITNESS **CITY OF JERSEY CITY**

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.519

Agenda No. 10.D

TITLE: AUG 17 2016

RESOLUTION REMOVING THE RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 26602 LOT 1 LOCATION 364 OCEAN AVENUE

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

Sworn and subscribed to
Before me this day
of 2016.

Notary Public

Robert Byrne, City Clerk

APPROVED: Ann Marie Hilly, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 26602 LOT 1 LOCATION 364 OCEAN AVENUE

Initiator

Department/Division	**Administration**	**Real Estate**
Name /Title	**Ann Marie Miller**	**Real Estate Manager**
Phone/E-Mail	**(201) 547-5234**	**annmarie@jcnj.org**

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

Resolution Purpose

The City placed a restriction on the deed of 364 Ocean Avenue indicating that the purchaser was not able to sell, convey or otherwise transfer the property until the purchaser provided the City with a Certificate Of Occupancy. The purchaser has now provided the Certificate of Occupancy. Therefore, the restriction can be removed.

I certify that all the facts presented herein are accurate.

Signature of Department Director

7/20/16

Date

Jersey City
Dept. of Housing, Economic Development & Commerce
Office of Construction Official
30 Montgomery Street, Room 412

Date Issued	6/28/2016
Control Number	105992
Permit Number	20141180
Permit Issue Date	4/25/2014
Certificate Number	20141180

Certificate

Construction Code Division

(Certificate of Occupancy)

Identification

Work Site Location: 364 OCEAN AVE. JERSEY CITY, NJ Block: 26602 Lot: 1 Qual:

Owner In Fee: SP DEVELOPERS, LLC

Owner Address: 188 LEMBECK AVENUE JERSEY CITY NJ 07305

Telephone: (551) 358-5041

Contractor RA PURAN CONSTRUCTION LLC

Address 188 LEMBECK AVENUE JERSEY CITY NJ 07305

Telephone: (551) 358-5041 Fax:

License Number or Builders Registration Number: Federal Emp. Number:

Home Warranty Number:

Type of Warranty Plan: ☐ State ☐ Private

Use Group: R-2 Construction Classification:

Maximum Live Load: 0 Maximum Occupancy Load: 0

Description of Work/Use: REHAB AS PER PLANS

Certificate Comments:

☑ **Certificate of Occupancy**
This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **Certificate of Approval**
This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **Certificate of Continued Occupancy**
This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **Temporary Certificate of Compliance**
The following conditions must be met no later than
or the owner will be subject to fine or order to vacate:
This certificate has an expiration date of:
Conditions to be met:

☐ **Certificate of Clearance - Lead Abatement 5:17**
This serves notice that based on written certification, lead abatement was performed as per NJAC5:17 to the following extent.

☐ Total removal of lead-based paint hazards in scope of work
☐ Partial or limited time period (years); see file

☐ **Certificate of Clearance - Asbestos Abatement**
This serves notice that based on written certification, asbestos abatement was performed to the following extent.

☐ Total removal of asbestos hazards in scope of work
☐ Partial or limited time period (years); see file

☐ **Certificate of Compliance**
This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

☐ **Temporary Certificate of Occupancy**
The following conditions must be met no later than:
or the owner will be subject to fine or order to vacate:
This certificate has an expiration date of:
Conditions to be met:

Construction Official

Fee: $0.00
Check Number:
Collected By:

Date Printed: 6/28/2016 U.C.C. F260 (rev. 08/05)

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

City Clerk File No. Res. 13-400

Agenda No. 10.Z.20

Approved: MAY 29 2013

TITLE:

RESOLUTION AMENDING RESOLUTION NO. 10-782 TO AUTHORIZE THE SALE OF PROPERTY KNOWN AS 364 OCEAN AVENUE BY NVC REAL ESTATE FUND V, LLC TO SP DEVELOPERS, LLC, PURCHASER

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, 364 Ocean Avenue, Block 26602, Lot 1 (previously known as Block 1463, Lot 4.C (Property) is a seven (7) unit building consisting of one (1) commercial unit and six (6) residential units that the City of Jersey City (City) sold at a public auction on November 4, 2010 for the sum of $147,000 under Resolution No. 10-782; and

WHEREAS, the terms and conditions of the sale required that the purchaser obtain a certificate of occupancy for the Property; and

WHEREAS, the deed conveying the Property to the purchaser contained a restrictive covenant that the purchaser obtain a certificate of occupancy for the Property within 18 (eighteen) months of the transfer; and

WHEREAS, the Property was subsequently conveyed to other purchasers after the public auction by various owners, and none of them obtained a certificate of occupancy; and

WHEREAS, there are presently outstanding fines and violations on the Property; and

WHEREAS, SP Developers, LLC (Purchaser), desires to acquire the Property from NVC Real Estate Fund V, LLC (Seller) for the sum of $135,000; and

WHEREAS, the original conveyance from the City was by deed, dated November 17, 2010 and recorded in the Office of the Hudson County Register in Book 8769 at Page 179 and superseded by a correctory deed, dated May 20, 2011 recorded in the Office of the Hudson County Register on June 30, 2011 in Book 8798 at Page 717; and

WHEREAS, the deed specified the following:

BUYER'S DUTY TO REHABILITATE PROPERTY

1. The City of Jersey City conveys this property to buyer so long as buyer rehabilitates the property in compliance with the Uniform Construction Code and the Property Maintenance Code. See Section 20 in the resolution authorizing said sale which was adopted by the governing body of the City of Jersey City on October 13, 2010 for time schedule.

2. The buyer shall demonstrate compliance with the Uniform Construction Code and the Property Maintenance Code by obtaining a Certificate of Occupancy from the Construction Official.

3. The Construction Official may issue a Temporary Certificate of Occupancy for portions of the building provided such portions are in substantial compliance with code standards. Securing a Temporary Certificate of Occupancy shall not however, constitute compliance with the conditions of sale. Only the issuance of a Final Certificate of Occupancy shall constitute full compliance.

WHEREAS Purchaser agrees to take title subject to said restriction provided that the City dismisses all outstanding fines assessed against the Property; and

WHEREAS, the City will allow Purchaser 540 days from closing to comply with all conditions of sale and to obtain a certificate of occupancy; and

Continuation of Resolution

City Clerk File No. Res. 13-400

Agenda No. 10.Z.20 MAY 29 2013

TITLE:

RESOLUTION AMENDING RESOLUTION NO. 10-782 TO AUTHORIZE THE SALE OF PROPERTY KNOWN AS 364 OCEAN AVENUE BY NVC REAL ESTATE FUND V, LLC TO SP DEVELOPERS, LLC, PURCHASER

WHEREAS, the Seller has agreed to pay to the City the sum of $5,000 in exchange for the City's approval of the sale with restrictions; and

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

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

1. The City finds and declares that it is in the best interests of the City to authorize the sale of the Property known as 364 Ocean Avenue by NVC Real Estate Fund V, LLC to SP Developers, LLC, Purchaser, subject to the terms and conditions hereinabove which are incorporated herein; and

2. The City agrees to waive and/or dismiss any outstanding fines currently affecting Block 26602, Lot 1 (previously known as Block 1463, Lot 4.C (Property)) upon closing; and

3. Upon the presentation by Purchaser of an original or certified to be true copy of a Certificate of Occupancy issued by the City to Purchaser, the City of Jersey City Municipal Council shall approve a resolution removing the restrictions affecting the Property.

/nk

Ann Marie Miller, Real Estate Manager

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

5.29.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.520

Agenda No. 10.E

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 129 CUSTER AVENUE, A/K/A BLOCK 29801, LOT 36, F/K/A BLOCK 1379, LOT 107.A

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

WHEREAS, on January 27, 2006, Henry Cando (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of $23,032.52 made under the Golden Neighborhoods Homeownership Program; and

WHEREAS the Mortgage was recorded in Book 14050 at Page 00178 of the Register of Deeds for Hudson County on February 8, 2006; and

WHEREAS, the loan 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 129 Custer Avenue, Jersey City, also known as Block 29801, Lot 36, f/k/a Block 1379, Lot 107.A; and

WHEREAS, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of $23,032.52 affecting 129 Custer Avenue, Jersey City, also known as Block 29801, Lot 36, f/k/a Block 1379, Lot 107.A.

JLB/he
7/27/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 129 Custer Avenue, A.K.A. Block 29801, Lot 36 and F.K.A. Block 1379, Lot 107.A

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@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 City's mortgage because the GNHP restrictive period has expired.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 7/21/16

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

City Clerk File No. Res. 16.521

Agenda No. 10.F

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 551 BRAMHALL AVENUE A/K/A BLOCK 19601, LOT 6, F/K/A BLOCK 1961, LOT O

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, since January 2011, Charnette D. Thompson has been the owner of 551 Bramhall Avenue a/k/a Block 19601, Lot 6, f/k/a Block 1961, Lot O (Property); and

WHEREAS, the owner purchased the Property borrowing $221,500 from a bank to finance the purchase of the Property, which loan was secured by a first mortgage; and

WHEREAS, the owner also applied for funds from the City's HORP Program in the amount o $24,700; this loan was secured by a 10 year affordable housing mortgage against the property; and

WHEREAS, on February 23, 2011 the City's Mortgage was recorded in Book 17661, at page 815 in the Office of the Hudson County Register, and was subordinate to the owners' First Mortgage; and

WHEREAS, the City's Mortgage requires the homeowner to reside at the property and to maintain the affordability restrictions during the period of ten (10) years; and

WHEREAS, the owner now desires to refinance her First Mortgage, but only to obtain a lower interest rate and lower monthly mortgage payments, and is not seeking to borrow any additional funds; and

WHEREAS, in order to obtain the new First Mortgage, Chase Bank, requires the City to subordinate its Mortgage; and

WHEREAS, the amount of the Bank's first loan shall remain $196,762.41 as the Borrower paid off approximately $24,768; and

WHEREAS, the Property has appraised for $472,000; and

WHEREAS, the payoff amount is $12,350 as there is currently only 5 years remaining under the loan amortization period; and

WHEREAS, the City's original Mortgage shall also remain $24,700. The original mortgage was recorded on February 23, 2011 and will remain in second lien position; and

WHEREAS, the City has reviewed the request for subordination of its mortgage to the loan of Chase Bank and concluded that the fair market value of the property supports both the amount of the new loan and the City's Mortgage; and

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.521

Agenda No. 10.F

AUG 17 2016

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 551 BRAMHALL AVENUE A/K/A BLOCK 19601, LOT 6, F/K/A BLOCK 1961, LOT O**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement in a form to be approved by the Corporation Counsel, subordinating the balance of the City's 2nd Mortgage, affecting 551 Bramhall Avenue, a/k/a Block 19601, Lot 6, f/k/a Block 1961 Lot O, to the interests of a new First Mortgage with Chase Bank in an amount not to exceed $250,000, subject to the receipt of a clear title report through the date of closing.

JML/he
08/08/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 Subordination of Mortgage affecting real property located at 551 Bramhall Avenue, Jersey City, NJ 07304.

Initiator

Department/Division	HEDC	Community Development
Name/Title	Kimberly El-Sadek KE	Chief Program Coordinator/CDBG-HORP
Phone/email	201-547-5086	kel-sadek@jcnj.org

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

Resolution Purpose

Subordination of HORP/SHRP Mortgage affecting real property located at:

Property Address: 551 Bramhall Avenue, Jersey City, NJ 07304
Block: 19601 f/k/a 1961 Lot: 6 f/k/a O

HORP/SHRP Mortgage Amount: $24,700.00
HORP/SHRP Mortgage Term: 10 Years

Execution Date of HORP/SHRP Mortgage: 1/13/2011
Recording Date of HORP/SHRP Mortgage: 2/23/2011 Book: 17661 Page: 815

Current Payoff Amount: $19,760.00
Appraised Value: $472,000.00
Re/Finance Amount: $250,000.00

Subordinating to: First Alliance Home Mortgage
1480 Route 9 North, Suite 302
Woodbridge, NJ 07095

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4.8.2016

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

City Clerk File No. Res. 16.522

Agenda No. 10.G

Approved: AUG 17 2016

TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO SETTLE THE FORECLOSURE MATTER UNDER DOCKET NO.: F-45836-14 AFFECTING THE PROPERTY AT 56 WADE STREET**

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

WHEREAS, since 1971, Minnie Milteer and Morris Milteer (brother) have been the owners of Block 26502, Lot 55 f/k/a Block 1348, Lot B.19 a/k/a 56 Wade Street (Property); and

WHEREAS, on October 24, 2008, Minnie Milteer received from the City a $24,200.00 loan through the City's HORP Program for the purpose of making home improvements and it self-amortizes over a period of ten (10) years provided that the homeowner resides in the property, does not sell the property and complies with all terms of the City's mortgage; and

WHEREAS, the City's loan was recorded on December 10, 2008 as a second mortgage behind a first mortgage held by Mortgage Lenders Network USA, Inc. in the amount of $337,500, recorded on October 18, 2006; and

WHEREAS, however, the City's mortgage did not adequately include the interest of Morris Milteer, who also held title to the Property, and therefore the City's loan does not encumber the entire Property; and

WHEREAS, on December 2, 2008, the owners re-financed the first mortgage with Premium Capital Funding, LLC d/b/a Topdot Mortgage in the amount of $347,806, which was recorded on December 16, 2008 and subsequently assigned to Bank of America (BOA); and

WHEREAS, in 2012, the owners defaulted on the BOA loan and BOA initiated a foreclosure action against Minnie Milteer and Morris Milteer under Docket No.: F-45836-14, which is currently pending in Superior Court; and

WHEREAS, BOA has proposed a settlement whereby the City would be paid $2,500 in exchange for the City agreeing to subordinate its mortgage to BOA's mortgage; and

WHEREAS, pursuant to the City's mortgage, only two years remain before the City's mortgage will expire and may be discharged, and due to the City's failure to include the interest of Morris Milteer in its loan, the City is unlikely to receive any return on its mortgage with the pending foreclosure and therefore, it is in the best interest of the City to settle the matter.

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

1. The Corporation Counsel be authorized to settle this matter for the sum of $2,500.

2. The Business Administrator is authorized to execute a subordination of mortgage agreement, in the form attached hereto to be approved by Corporation Counsel and any other documents appropriate or necessary to effectuate the purposes of the within settlement.

IW/cw
8/1/16

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 SETTLE THE FORECLOSURE MATTER UNDER DOCKET NO.: F-45836-14 AFFECTING THE PROPERTY AT 56 WADE STREET

Initiator

Department/Division	Law	
Name/Title	Itza Wilson	
Phone/email	201-547-5229	

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

Resolution Purpose

The purpose is for the City to settle the matter pending the foreclosure. Minnie Milteer received a HORP loan from the City on October 24, 2008. However, the City did not adequately include the interest of Morris Milteer in its loan, and therefore, the City's mortgage does not encumber the entire property. The City's loan self-amortizes over a period of ten years. Only two years remain before the City's mortgage will expire. The City is unlikely to receive any return on its mortgage with the continuation of the foreclosure. Plaintiff, Bank of America (BOA) has proposed a settlement whereby the City would be paid $2,500 in exchange for the City agreeing to subordinate its mortgage to BOA's mortgage.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Prepared by: _____

Itza G. Wilson
Ass't. Corporation Counsel

STATE OF NEW JERSEY
COUNTY OF HUDSON

SUBORDINATION OF MORTGAGE AGREEMENT

THIS SUBORDINATION OF MORTGAGE AGREEMENT is made on this_____ day of _____, 2016 by and among the following: Minnie L. Milteer, hereinafter referred to as "Owner(s)" or "Borrower(s)," and the City of Jersey City through its Department of Housing, Economic Development and Commerce, Division of Community Development whose address is 280 Grove Street, Jersey City NJ 07302 hereinafter referred to as "City" or "Subordinating Party," and Mortgage Electronic Registration Systems, Inc. as nominee for Premium Capital Funding, LLC D/B/A TopDot Mortgage, a New York Limited Liability Company and its assignee: Bank of America, N.A. whose address is 7105 Corporate Drive, Plano, TX 75024, its successors and/or assigns, hereinafter referred to as "Lender."

WITNESSETH

WHEREAS, the Lender, as a condition precedent to the origination of a Loan to Borrower(s), requires the subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW, THEREFORE, in consideration of such Loan being made and other good and valuable consideration of $1.00, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower(s), the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located in Block 26502, Lot 1348, f/k/a Block 55, Lot B19 a/k/a 56 Wade Street, Jersey City, Hudson County, New Jersey, 07305.

2. The superior debt is more fully described in a note in the original principal sum of $347,806.00 executed by Borrower(s) on December 2, 2008, and made payable to Lender and secured by a Security Instrument which was filed of record on December 16, 2008 in the above County in Book 17234, page 403.

3. The subordinated debt is more fully described in note in the original principal sum of $24,200.00 executed by the Borrower(s) on October 24, 2008 made payable to the City of Jersey City (the Subordinating Party) and secured by a Mortgage as recorded in the County Records office of said County on December 10, 2008 in Mortgage Book 17231 at page 1001.

4. The Subordinating Party who is now the holder of the subordinated debt, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.

5 This Subordination of Mortgage Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this _____ day of _____, 2016.

CITY OF JERSEY CITY

By:_____
Robert Kakoleski, Business Administrator

STATE OF NEW JERSEY)
SS:
COUNTY OF HUDSON)

I CERTIFY that on July , 2016, Robert Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

a) was the maker of the attached instrument;

b) was authorized to and did execute this instrument as Business Administrator of the City of Jersey City, the entity named in this instrument; and

c) executed this instrument as the act of the entity named in this instrument.

_____
Itza G. Wilson
Attorney at Law, N.J.

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

City Clerk File No. Res. 16.523

Agenda No. 10.H

Approved: AUG 17 2016

TITLE:

A RESOLUTION MEMORIALIZING DEPUTY CHIEF KEVIN STEWART

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, the City of Jersey City is proud to recognize the life and accolades of the recently departed **Deputy Chief Kevin Stewart** on **Wednesday, July 20, 2016**; and

WHEREAS, born on April 6, 1955 in Jersey City, **Deputy Chief Kevin Stewart** is the son of Fred Stewart Sr., and the late Barbara Stewart. He received his education from St. Paul's Elementary School, Our Lady of Mercy Grammar School, and Marist High School. He went on to attend Rutgers University, and the University of Maryland to study Fire Science; and

WHEREAS, Deputy Chief Kevin Stewart was appointed to serve as a Jersey City Fire Fighter in 1979, becoming the third generation family member of the JCFD, where his father Fred Jr., and grandfather Fred, Sr. served before him. He was proud to serve on Engine 5, Engine 8 and Rescue 1. He was first promoted to Captain in 1989, before being promoted to Battalion Chief in 1998, and finally Deputy Chief in 2011. Throughout his lengthy career of 37 years, he was the recipient of numerous awards and commendations, including officer of the year in 2001; and

WHEREAS, an active member of his community, **Deputy Chief Kevin Stewart** was also a member of FEMA, Lakehurst NJ Barracks where he served as a Task Force Leader for NJ Task Force 1 Urban Search and Rescue. During this time his unit was one of the first self contained units to arrive at scene of the World Trade Center after 9/11. His team also led search and rescue missions during Hurricane Sandy and Hurricane Katrina; and

WHEREAS, Deputy Chief Kevin Stewart was the loving husband of Irene Stewart (Boczar) of 31 years. Together they are the parents of one beloved daughter, Maeve. He is survived by his father and step-mother, Pat, and siblings, Melissa Giegrich, Andrea Eckhoff, Kerry Coyne, Pamela Castle, Patricia Andrews, Hope Daub, Veronica Andrews, Meg Carey, Michael Andrews, and the late Tom Andrews, as well as his brothers-in-laws and sisters-in-laws, and cousins. He is also survived by his 24 nieces and nephews, and seven great nieces and nephews; and

WHEREAS, Deputy Chief Kevin Stewart will be dearly missed by his extensive and beloved network of family, friends and firefighter community.

NOW, THEREFORE, BE IT RESOLVED THAT the Member of the Jersey City Municipal Council do hereby honor the life and accolades of the recently departed **Deputy Chief Kevin Stewart** in recognition of his accomplishments and generous nature. May his loving family and friends find peace and happiness in his memory, and may his good works continue to live on in the hearts and minds of others.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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.16.524

Agenda No. 10.I

Approved: AUG 17 2016

TITLE:

A RESOLUTION COMMENDING KEVIN SUAREZ FOR COURAGEOUS ACTS OF HEROISM

COUNCIL AS A WHOLE offered and moved adoption the following resolution:

WHEREAS, lifelong Jersey City resident **Kevin Suarez** was born on February 16, 1996 at the Jersey City Medical Center, attended the Rafael Cordero School and Hudson Catholic High school where he was both a star student and a star athlete; and,

WHEREAS, after High School, **Kevin Suarez** enrolled in classes at Montclair State University where he is currently pursuing a Bachelor of Science degree in Mathematics; and,

WHEREAS, Kevin Suarez is an active member of Cityline Church where he participates in Youth Group, Sound Ministry, and local outreach and relief projects; and,

WHEREAS, for the last five years, in addition to his school work, **Kevin Suarez** has held a job with Statue Cruises at Liberty State Park helping passengers embark and disembark safely; and,

WHEREAS, on July 12, 2016, Diogo Fernandes, Antonio Rodrigues, and four children were sailing near Liberty State Park in New York Harbor when their boat began to take on water, and quickly capsizing; and,

WHEREAS, without fear or hesitation, **Kevin Suarez** jumped into the water to assist in the rescue of the six people who had fallen from the capsized boat, pulling a five-year-old child from under the overturned boat; and,

WHEREAS, thanks in large part to the quick action of **Kevin Suarez,** all six people on board the ill-fated sailing vessel survived with only minor injuries;

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby commend **Kevin Suarez** for his selfless acts of bravery in his successful efforts to help save six lives.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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. 16.525

Agenda No. 10.J

Approved: AUG 17 2016

TITLE:

A RESOLUTION COMMEMORATING ZAHIRE D. ESTRELLA, ESQ.

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

WHEREAS, Zahire D. Estrella, Esq. has served the people of Jersey City as Assistant Corporation Counsel for the past four years; and

WHEREAS, in that capacity **Zahire D. Estrella, Esq.** has represented the City on a wide array of legal matters pertaining to torts, bankruptcy and contractual disputes, she trained City employees on proper record keeping and conduct during depositions, served as Counsel to the Historic Preservation Commission and also served as an Assistant Municipal Prosecutor; and

WHEREAS, Zahire D. Estrella, Esq. was part of the legal team which obtained successful verdicts on behalf of the City in two high-exposure trials; one in the Superior Court of New Jersey and one in the United States District Court for the District of New Jersey; and

WHEREAS, prior to joining the City's Law Department, **Zahire D. Estrella, Esq.** distinguished herself as a Fellow at the National Center for Law and Economic Justice where she worked on class action litigation benefiting low-income individuals and helped poor families navigate the application process for benefits through the Federal Temporary Assistance for Needy Families Program; and

WHEREAS, Zahire D. Estrella, Esq. earned her Juris Doctorate from the University of Miami School of Law in 2010 where she served as the Staff Managing Editor of the *University of Miami Black Law Review*; and

WHEREAS, while in law school **Zahire D. Estrella, Esq.** worked in the University of Miami School of Law's Children &Youth Law Clinic where she assisted underprivileged young people obtain justice; and

WHEREAS, while in law school **Zahire D. Estrella, Esq.** also interned for the Honorable Darrin Gayles of the Eleventh Judicial Circuit Court of Florida; and

WHEREAS, prior to attending law school **Zahire D. Estrella, Esq.** earned her Bachelor's Degree in Sociology from Brandeis University, where she was a Ronald E. McNair Scholar; and

WHEREAS, Zahire D. Estrella, Esq. will be leaving the City's Law Department in August to serve as law clerk to the Honorable Joseph A. Dickson, United States Magistrate Judge for the District of New Jersey; and

WHEREAS, Zahire D. Estrella, Esq. is a well-respected member of the Law Department whose talent and enthusiasm will be greatly missed.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize **Zahire D. Estrella, Esq.** for her years of service to Jersey City and congratulate her on prestigious appointment.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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. 16.526

Agenda No. 10.K

Approved: AUG 17 2016

TITLE:

A RESOLUTION COMMEMORATING MICHAEL DOUGHERTY, ESQ.

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

WHEREAS, Michael Dougherty, Esq. has served as the head of litigation for the Jersey City Law Department for the last seven years; and

WHEREAS, Michael Dougherty, Esq. was born on Newark, New Jersey in 1947, the oldest son of Thomas and Leona Dougherty; and

WHEREAS, Michael Dougherty, Esq. graduated from Essex Catholic High School, earned his Bachelor's Degree from Seton Hall University and his Juris Doctorate from Seton Hall University School of Law; and

WHEREAS, Michael Dougherty, Esq. served his Country in the Marine Corps during in the Vietnam War, serving from 1966 to 1968; and

WHEREAS, Michael Dougherty, Esq. married Elizabeth Froehlich in 1973 and they have been married for 43 years; and

WHEREAS, Michael Dougherty, Esq. has been practicing law since 1977 and distinguished himself by being certified as a Civil Trail Attorney in 1986 and was admitted to practice before the United States Supreme Court; and

WHEREAS, Michael Dougherty, Esq. joined the Jersey City Law Department in 2009 and since then he has served as both a leader within the Department and a mentor to the younger attorneys under his supervision.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize **Michael Dougherty, Esq.** for his years of service to Jersey City and congratulate him on his retirement.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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. 16.527

Agenda No. 10.L

Approved: AUG 17 2016

TITLE:

RESOLUTION COMMEMORATING VINCENT ANTHONY SIGNORILE, ESQ.

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

WHEREAS, Vincent Anthony Signorile, Esq. spent the majority of his professional life serving the people of Jersey City; and

WHEREAS, Vincent Anthony Signorile, Esq. attended Marist High School, obtained his Bachelor's Degree in Business Management from Saint Peter's College, his Master's Degree in Public Administration from Farleigh-Dickenson University and his Juris Doctorate from Seton Hall University School of Law; and

WHEREAS, Vincent Anthony Signorile, Esq. began his career as a Council Aide to then Councilman Gerald R. McCann; and

WHEREAS, Vincent Anthony Signorile, Esq. became a Mayoral Aide to Gerald R. McCann upon Mr. McCann's election as Mayor before transitioning to Law Department where he served as a Legal Assistant while attending Seton Hall University School of Law; and

WHEREAS, in May 1989 **Vincent Anthony Signorile, Esq.** was elected to the Municipal Council representing Ward A; and

WHEREAS, while serving on the Municipal Council **Vincent Anthony Signorile, Esq.** simultaneously served as a Commissioner on the Planning Board, a Commissioner on the Environmental Commission and a Commissioner on City's Insurance Fund Commission; and

WHEREAS, in July 1993, at the expiration of his term as Councilman, **Vincent Anthony Signorile, Esq.** left elective office to start his own highly successful law firm, Signorile & Saminski; and

WHEREAS, in 1996, then Mayor Brett Schundler appointed **Vincent Anthony Signorile, Esq.** to the Municipal Court where he would serve as Chief Judge from 1999 until 2003; and

WHEREAS, in 2007 **Vincent Anthony Signorile, Esq.** returned to City Hall to serve as Assistant Corporation Counsel and was subsequently made a supervisor, serving as a leader within the Department and a mentor to the younger attorneys under his supervision; and

WHEREAS, Vincent Anthony Signorile, Esq. is widely known throughout Hudson County as an outstanding attorney and a dedicated public servant.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize **Vincent Anthony Signorile, Esq.** for his years of service to Jersey City and congratulate him on his retirement.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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. 16.528

Agenda No. 10.M

Approved: AUG 17 2016

TITLE:

RESOLUTION APPROVING THE APPOINTMENT OF VISHNU N. KHEMRAJ, ESQ. TO SERVE AS A MUNICIPAL PROSECUTOR IN THE JERSEY CITY MUNICIPAL COURT FOR A TERM 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 Municipal Prosecutors to serve for a 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 **Vishnu N. Khemraj**, residing at 28 Concord Street, Jersey City, New Jersey 07306, for a one year term as a Municipal Prosecutor of the Municipal Court of Jersey City, subject to the advice and consent of the Municipal Council; and

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

1. The appointment of Vishnu N. Khemraj, as a Municipal Prosecutor, be and hereby approved for a one year term.

2. 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/ms
08/08/16

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 APPOINTMENT OF VISHNU N. KHEMRAJ, ESQ. TO SERVE AS A MUNICIPAL PROSECUTOR IN THE JERSEY CITY MUNICIPAL COURT FOR A TERM OF ONE YEAR

Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Mark Albiez	Chief of Staff
Phone/email		

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

Resolution Purpose

Each Municipal Court in New Jersey must have Municipal Prosecutors to prosecute offenses. Due to the recent retirement of an appointed Municipal Prosecutor, it is necessary to appoint a replacement.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Report of Directors
8.e
Meeting 08.17.16

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

STEVEN M. FULOP
MAYOR OF JERSEY CITY

August 8, 2016

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

Re: Appointment of Vishnu N. Khemraj as a Municipal Prosecutor

Dear President and Members:

In accordance with N.J.S.A. 2B:25-4, please be advised that I have appointed **Vishnu N. Kemraj**, residing at 28 Concord Street, Jersey City, New Jersey 07306, for a one year term as a Municipal Prosecutor of the Municipal Court of Jersey City.

In accordance with N.J.S.A. 2B:12-4(b) and Section 8 of the Jersey City Municipal Code, I respectfully request the advice and consent of the Municipal Council to these appointments.

Very truly yours,

STEVEN M. FULOP
Mayor

SMF/ms
cc: Robert Byrne, City Clerk
Jeremy Farrell, Corporation Counsel
Robert J. Kakoleski, Business Administrator

VISHNU N. KHEMRAJ

Licensed in: *New York & New Jersey*

EXPERIENCE:

Khemraj Law Firm PC — Paterson, NJ
Principal — 11/12-Present

- Counsel and represent clients in various areas of the law including: immigration, contract drafting and negotiations, real estate, landlord/tenant, family, bankruptcy, collections, business formations and municipal matters (traffic and criminal)

Traylor & Traylor, PC — Princeton, NJ
Per Diem Attorney — 9/11-8/14

- Represent clients in removal proceedings at immigration court
- Represent clients with naturalizations, residency and conditional residency
- Interview detained clients
- Represent clients during AOS and naturalization interviews

Ford Law Firm LLP — Rye, NY
Associate Attorney — 3/09-4/11

- Counseled Fortune 100 company on various aspects of real estate, land use and contract matters
- Reviewed, drafted and negotiated various agreements and associated documents including leases, amendments, SNDAs, master leases, licenses, settlement agreements, memorandums of agreements etc. with a cumulative value in the ten of millions
- Provided legal advice and counsel to Fortune 100 company's management in diverse matters affecting day-to-day business operations by assisting, advising, investigating, researching and resolving legal matters
- Collaborated with risk management/insurance representative to provide best practice recommendations
- Reviewed Phase I and Phase II Environmental Site Assessment reports and counseled clients accordingly
- Researched and drafted default letters and termination letters
- Reviewed title reports and drafted title summary letters to advise clients on optimal approaches to resolve any title concerns

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EDUCATION:

Thomas M. Cooley Law School, Lansing, MI
Juris Doctor, September 2008 – Litigation concentration

- Honors scholarship
- Thomas Brennan scholarship
- Distinguished Student nominee
- Moot Court
  - Intra-school finalist (out of 58 teams)
- The Pillar, *Editor-in-Chief*
- Grade Appeals Board, *Chairman*
- Student Bar Association, executive member and Senator
- Mentor to first-year law students

Rutgers College (Rutgers University), New Brunswick, NJ
Bachelor of Arts in Psychology, May 2000

- Certification in Criminology
- Minors in Philosophy and Sociology

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

City Clerk File No. Res. 16.529

Agenda No. 10.N

Approved: AUG 17 2016

TITLE:

RESOLUTION REAPPOINTING VERONICA PARK AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the Honorable Steven M. Fulop, Mayor has by letter dated July 13, 2016, reappointed **Veronica Park**, of 230 Seventh Street, Jersey City, New Jersey, as a trustee of the **Jersey City Medical Center Board,** for a term to commence upon adoption of this resolution and expire December 31, 2017.

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

sjg

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

Report of Directors
8.a
Meeting 08.17.16

CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

July 13, 2016

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

Dear Council President and Members,

Kindly be advised that I have reappointed **Veronica Park** of 230 Seventh Street, Jersey City, New Jersey as a member of the **Jersey City Medical Center Board of Trustees.** Ms. Park's term will commence upon the adoption of a resolution and will expire on December 31, 2017.

I respectfully request your advice and consent to this appointment.

Sincerely,

Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Jack Auletta, Jersey City Medical Center (L.H.S.)
Amy Gilmor, Jersey City Medical Center (L.H.S.)
Mark Albiez, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Veronica Park

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV
WWW.CITYOFJERSEYCITY.COM

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

City Clerk File No. Res. 16.530

Agenda No. 10.0

Approved: AUG 17 2016

TITLE: **RESOLUTION DIRECTING THE HUDSON COUNTY CLERK TO PLACE A NON-BINDING REFERENDUM ON THE BALLOT OF THE NEXT ENSUING GENERAL ELECTION, NOVEMBER 2016, AS TO WHETHER OR NOT THE MUNICIPAL COUNCIL SHOULD AUTHORIZE THE IMPOSITION OF AN ANNUAL OPEN SPACE LEVY FOR RECREATIONAL, CONSERVATION AND HISTORIC PROPERTY PURPOSES**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40:12-15.7 authorizes the governing body of municipalities to submit to its voters a referendum concerning the imposition of an annual levy at a rate deemed appropriate for any of the following purposes, or any combination thereof: a) acquisition of lands for recreation and conservation; b) development of lands acquired for recreation and conservation; c) maintenance of lands acquired for recreation and conservation; and d) historic preservation of historic properties, structures, facilities, sites, areas, or objects, and the acquisition of such properties, structures, facilities, sites, areas, or objects; and

WHEREAS, the Municipal Council of the City of Jersey City believes that it would be in the best interests of the public to place a non-binding referendum on the November 2016 general election ballot for the purpose of determining voters' sentiment and support as to whether or not the City of Jersey City should establish a municipal open space recreation and historic property preservation trust fund to be funded by an annual tax not to exceed $0.02 per $100 of assessed valuation of each annual tax levy commencing with the first tax quarter for calendar year 2017; and

WHEREAS, in order to enable the Council to ascertain the voters' sentiment for whether or not it should establish an open space recreation, conservation and historic property preservation trust fund and levy, N.J.S.A. 19:37-1 permits the Municipal Council to request the County Clerk to print upon the official ballots to be used at the next ensuing general election, a proposition, in concise form concerning the issue; and

WHEREAS, the Municipal Council requests of the County Clerk that proposition be printed to read as follows:

> "Should the Municipal Council of the City of Jersey City establish a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7 to be funded at a rate not to exceed $0.02 per $100 of assessed valuation of each annual tax levy commencing with the first tax quarter for calendar year 2017 and used exclusively for the acquisition, development and maintenance of lands for recreation, conservation and historic purposes"; and

WHEREAS, the accompanying Interpretative Statement shall be in substantially the form as follows:

> "The purpose of this non-binding referendum vote is to ascertain the voters' opinion concerning whether or not the City of Jersey City should establish its own Open Space Preservation Trust Fund to fund the acquisition, development and maintenance of recreational, conservation and historic lands. The annual yearly rate would be $0.02 per $100 of assessed valuation, meaning that a property assessed at $100,000 would pay no more than $20 per year to the Open Space Preservation Trust Fund".

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.530

Agenda No. 10.0

AUG 17 2016

TITLE:

RESOLUTION DIRECTING THE HUDSON COUNTY CLERK TO PLACE A NON-BINDING REFERENDUM ON THE BALLOT OF THE NEXT ENSUING GENERAL ELECTION, NOVEMBER 2016, AS TO WHETHER OR NOT THE MUNICIPAL COUNCIL SHOULD AUTHORIZE THE IMPOSITION OF AN ANNUAL OPEN SPACE LEVY FOR RECREATIONAL, CONSERVATION AND HISTORIC PROPERTY PURPOSES

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

1. The Municipal Council of the City of Jersey City does hereby direct the Hudson County Clerk to print upon the official ballots to be used at the next ensuing general election, the proposition as framed above.

2. A copy of the Interpretative Statement appearing above shall accompany the ballot. The Interpretative Statement is subject to such minor modification as the Corporation Counsel deems appropriate or necessary, after consultation with the Council President.

3. The City Clerk is hereby directed to send a certified copy of the within resolution to the Hudson County Clerk as soon as possible.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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. 16.531

Agenda No. 10.P

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MAGNOLIA AVENUE FROM BALDWIN AVENUE TO CHESTNUT AVENUE BEGINNING 6:00 A.M. AND ENDING 11:00 P.M., WEDNESDAY, SEPTEMBER 21, 2016 THROUGH SUNDAY, SEPTEMBER 25, 2016 AT THE REQUEST OF SAINT JOSEPH RC CHURCH FOR THE PURPOSE OF AN ANNUAL PARISH FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Saint Joseph RC Church to close Magnolia Avenue from Baldwin Avenue to Chestnut Avenue beginning 6:00 a.m. and ending 11:00 p.m., Wednesday, September 21, 2016 through Sunday, September 25, 2016 for the purpose of an annual Parish festival; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close Magnolia Avenue does not meet one or more of the requirements set forth in Section 296-71(B)(D), 296-72(2), 296-73(D) and Section 122-8(A)(C) as the application has been submitted by a non-resident, the street closure will be held on a weekday and the event will start earlier than what is permitted; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Magnolia Avenue from Baldwin Avenue to Chestnut Avenue beginning 6:00 a.m. and ending 11:00 p.m. on Wednesday, September 21, 2016 through Sunday, September 25, 2016.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

JDS:pcl
(06.15.15)

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MAGNOLIA AVENUE FROM BALDWIN AVENUE TO CHESTNUT AVENUE BEGINNING 6:00 A.M. AND ENDING 11:00 P.M., WEDNESDAY, SEPTEMBER 21, 2016 THROUGH SUNDAY, SEPTEMBER 25, 2016 AT THE REQUEST OF SAINT JOSEPH RC CHURCH FOR THE PURPOSE OF AN ANNUAL PARISH FESTIVAL

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Reverend James V Pagnotta on behalf of Saint Joseph RC Church, 511 Pavonia Avenue, JCNJ 201.653.0392	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@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 CLOSING OF MAGNOLIA AVENUE FROM BALDWIN AVENUE TO CHESTNUT AVENUE BEGINNING 6:00 A.M. AND ENDING 11:00 P.M., WEDNESDAY, SEPTEMBER 21, 2016 THROUGH SUNDAY, SEPTEMBER 25, 2016

FOR THE PURPOSE OF AN ANNUAL PARISH FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 7/2/16

Department Director — **Date**

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

City Clerk File No. Res. 16.532

Agenda No. 10.Q

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 20, 2016 AND SUNDAY, AUGUST 21, 2016 AT THE REQUEST OF THE JERSEY CITY PUERTO RICAN HERITAGE & FESTIVAL PARADE FOR THE PURPOSE OF THE PARADE & FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Jersey City Puerto Rican Heritage & Festival to close both Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning 8:00 a.m. and ending 11:00 p.m. on Saturday, August 20, 2016 and Sunday, August 21, 2016 for the purpose of the parade & festival; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and 122-8 be waived; and

WHEREAS, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(2)(8), 296-73(D) and 122-8(A)(C) as the application for the street closing has been filed by a nonresident, more than one block at a time will be closed and the event starts earlier than permitted; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Hudson Street to Greene Street 8:00 a.m. and ending 11:00 p.m. on Saturday August 21, 2016 and Sunday, August 21, 2016.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

JDS:pcl
(07.18.16)

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 20, 2016 AND SUNDAY, AUGUST 21, 2016 AT THE REQUEST OF THE JERSEY CITY PUERTO RICAN HERITAGE & FESTIVAL PARADE FOR THE PURPOSE OF THE PARADE & FESTIVAL

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Carmen Vega on behalf of the Jersey City Puerto Rican Heritage & Festival Parade, 110 Hutton Street, JCNJ 201.920.6387	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@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 CLOSING OF BOTH EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 20, 2016 AND SUNDAY, AUGUST 21, 2016

FOR THE PURPOSE OF THE PARADE & FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 7/18/16

Department Director — **Date**

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Exchange Pl & Montgomery St from Hudson St to Greene St

PURPOSE OF EVENT: Parade & Festival

BEGINS: 8AM ENDS: 11PM Saturday & Sunday, August 20 & 21, 2016

APPLICANT: Carmen Vega

ORGANIZATION: Jersey City Puerto Rican Heritage & Festival Parade

ADDRESS: 110 Hutton St, Jersey City NJ 07307

PHONE #: 201.920.6387

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

EXCHANGE PL
SCALE OF FEET
©1906, MARCH 2003, SANBORN
HUDSON ST
CHRISTOPHER COLUMBUS (RAILROAD AV.)
MONTGOMERY
YORK
PLAZA
GREENE ST
JERSEY CITY PRINTING CO. OWNERS
VARIOUS OCCUPANTS
OFFICES
BANK
PARKING
238 R.
F.P.-1974
(C.B. & R.F.)
70
(IRON)
FEDERAL BLDG.
U.S. POST OFFICE
ST.

Event Name: Puerto Rican Festival

Event Date: 8/20 - 8/21/16

JERSEY CITY DIVISION OF RISK MANAGEMENT — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: COI is OK

Signature of Risk Manager: [signature] Date: 5/24/16

JERSEY CITY DEPARTMENT OF TRAFFIC & ENGINEERING — Approved ☒ Denied ☐ Modified ☐ Not Applicable ☐

Comments: PENDING COUNCIL APPROVAL

Signature of Traffic Engineer: [signature] Date: 5.25.16

JERSEY CITY DEPARTMENT OF PARK MAINTENANCE — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Division Director: [signature] Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Department Director: [signature] Date:

JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER — Approved ☒ Denied ☐ Modified ☐ Not Applicable ☐

Comments: Coordinate w/ off duty officers

Signature of District Commander: Capt [signature] Date: 5/12/16

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF — Approved ☒ Denied ☐ Modified ☐ Not Applicable ☐

Comments: SAA

Signature of Police Chief: [signature] Date: 5/16/16

JERSEY CITY POLICE DEPARTMENT | POLICE DIRECTOR — Approved ☒ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Police Director: [signature] Date: 5/20/2016

JERSEY CITY FIRE DEPARTMENT — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: 1 Inspector on site / Permit as Needed / Tags for Rides

Signature of Fire Official: [signature] Date: 5/22/16

JERSEY CITY HEALTH DEPARTMENT — Approved ☒ Denied ☐ Modified ☐ Not Applicable ☐

Comments: Please provide a List of food Vendors.

Signature of Health Officer: Chief [signature] Date:

JERSEY CITY DIVISION OF COMMERCE — Approved ☐ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Director: Date:

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

City Clerk File No. Res. 16.533

Agenda No. 10.R

Approved: AUG 17 2016

TITLE:

A RESOLUTION AUTHORIZING AND APPROVING NEW SITES FOR THE INSTALLATION OF NEW BUS SHELTERS IN CONNECTION WITH THE CITY OF JERSEY CITY'S CONTRACT WITH AR JAMES & COMPANY, LTD AND THE COUNTY OF HUDSON

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

WHEREAS, the City of Jersey City ("City") and AR James & Company, LTD, t/d A.R. James Media ("AR James") entered into a contract dated July 24, 2014, whereby AR James provides for the installation and maintenance of numerous bus shelters throughout the City (the "City/AR James Agreement"); and

WHEREAS, Resolution 15.287 approved on April 22, 2015 amended the City's contract with AR James to include the County of Hudson ("County") as a party to the contract so that bus shelters could be installed in public rights-of-way that are under the County's jurisdiction; and

WHEREAS, AR James, the City and the County agree that new bus shelters should be installed on Bergen Avenue northbound 70 feet north of Montgomery Street, extending 145 feet north; on Columbus Drive eastbound at Grove Street near-side and westbound Marin Boulevard to 100 feet east of Grove Street; on Grand Street eastbound at Marin Boulevard near-side; on Kennedy Boulevard southbound at Spruce Street far-side; on Ocean Avenue northbound at Linden Avenue near-side; on Washington Boulevard northbound at Town Square Place far-side and southbound at Newport Parkway far-side, at Town Square Place far-side and at Columbus Drive near-side; and

WHEREAS, the City wishes to (1) approve the installation of the bus shelters, and (2) authorize all other actions necessary for the installation of the bus shelters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY that the installation of bus shelters on Bergen Avenue northbound 70 feet north of Montgomery Street, extending 145 feet north; on Columbus Drive eastbound at Grove Street near-side and westbound Marin Boulevard to 100 feet east of Grove Street; on Grand Street eastbound at Marin Boulevard near-side; on Kennedy Boulevard southbound at Spruce Street far-side; on Ocean Avenue northbound at Linden Avenue near-side; on Washington Boulevard northbound at Town Square Place far-side and southbound at Newport Parkway far-side, at Town Square Place far-side and at Columbus Drive near-side are approved; and

BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved;

BE IT FURTHER RESOLVED, that the Mayor, Business Administrator, Chief Financial Officer, Corporation Counsel, City Clerk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to:

1. AR James Media

APPROVED: for Joao D'Souza
Director of Traffic & Transportation

APPROVED: Joao R. Souza
Municipal Engineer

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

JDS:pcl
(06.06.16)

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 Resolution

A RESOLUTION AUTHORIZING AND APPROVING NEW SITES FOR THE INSTALLTION OF NEW BUS SHELTERS IN CONNECTION WITH THE CITY OF JERSEY CITY'S CONTRACT WITH AR JAMES & COMPANY, LTD AND THE COUNTY OF HUDSON

Project Manager

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza on behalf of Douglas Carlucci, Office of the Mayor	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Contract Purpose

Resolution 14.152, approved on March 12, 2014, awarded a contract pursuant to the Competitive Contracting Law to A.R. James & Company, Ltd. d/b/a A.R. James Media to construct and maintain bus shelters that include advertising space at various locations throughout Jersey City. Resolution 15.287, approved on April 22, 2015, amended the contract to include the County of Hudson ("County") as a party so that bus shelters could be installed on Kennedy Blvd. which is under the County's jurisdiction. This resolution authorizes the installation of additional bus shelters at locations on Kennedy Blvd.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

Five Years effective August 1, 2014

Type of award Competitive Contracting

If "Other Exception", enter type

Additional Information

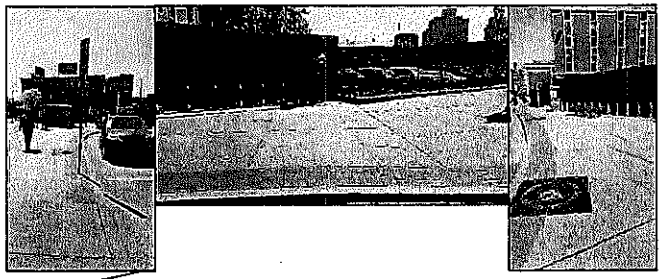
The City of Jersey City, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of establishing bus shelters within its jurisdiction

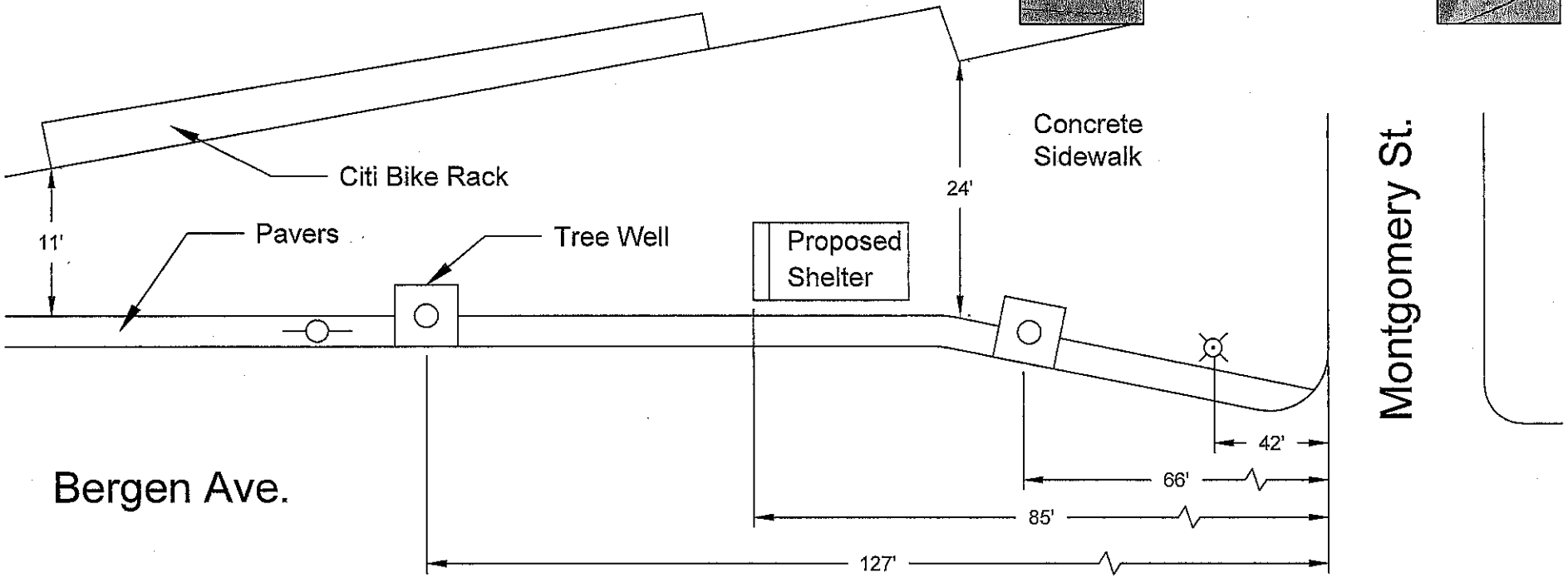
I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 7/12/16

Signature of Department Director — **Date**

Hudson Catholic High School
790 Bergen St





Revisions & Notes

Rev.	Description	Date	App. By

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light, Proposed Shelter

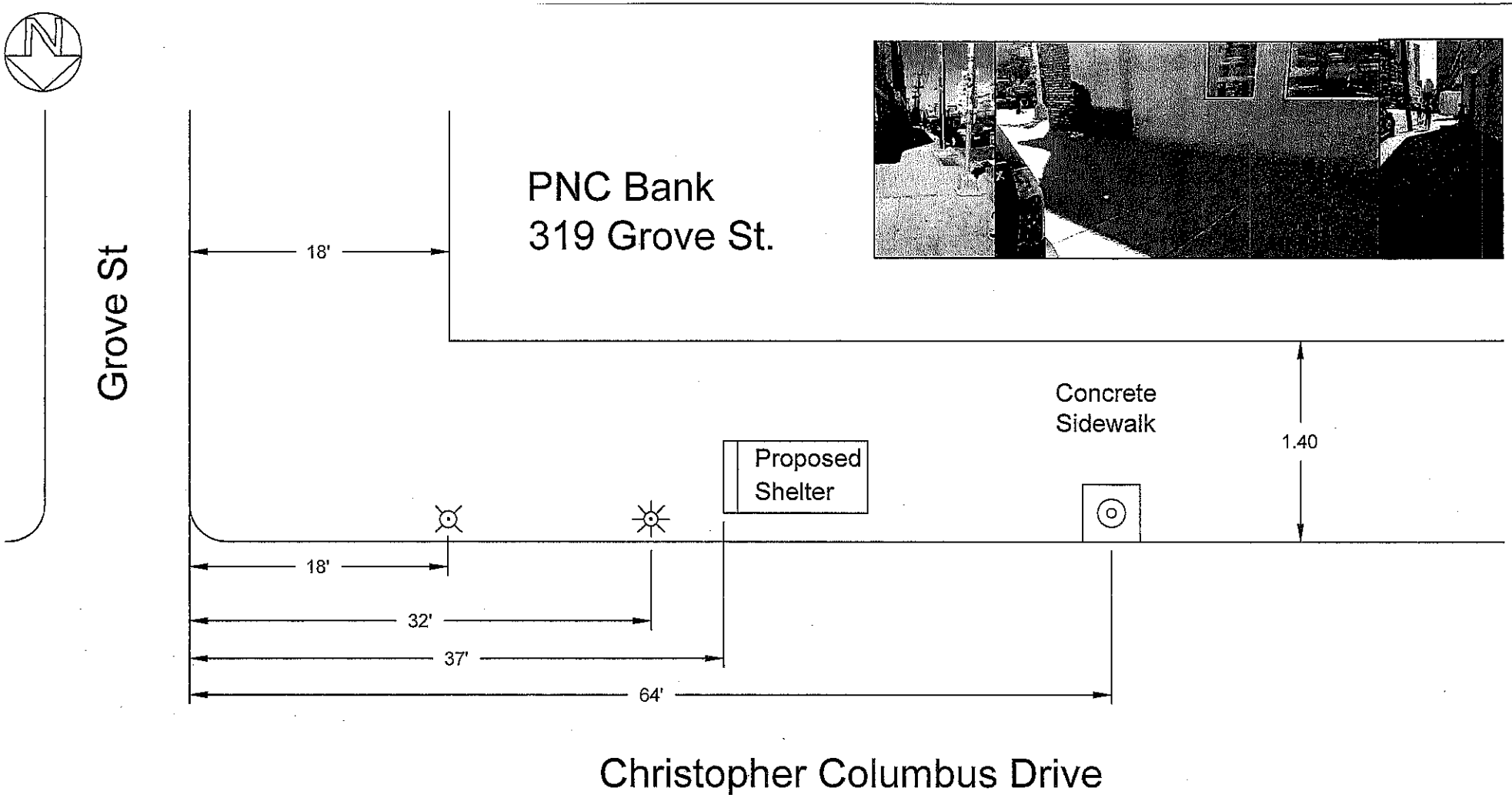
Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	20574
Lines Served	

AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

This Bus Shelter is to be maintained by AR JAMES & CO. LTD
(AR JAMES MEDIA)

Bergen Ave. @ Montgomery St

Approved By	
Approved By	
Scale	
Dwn No	3132-27 JC
Drawn By	JDK



Revisions & Notes

Rev.	Description	Date	App. By
	Re-locate NJT Bus Sign		

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light, Proposed Shelter

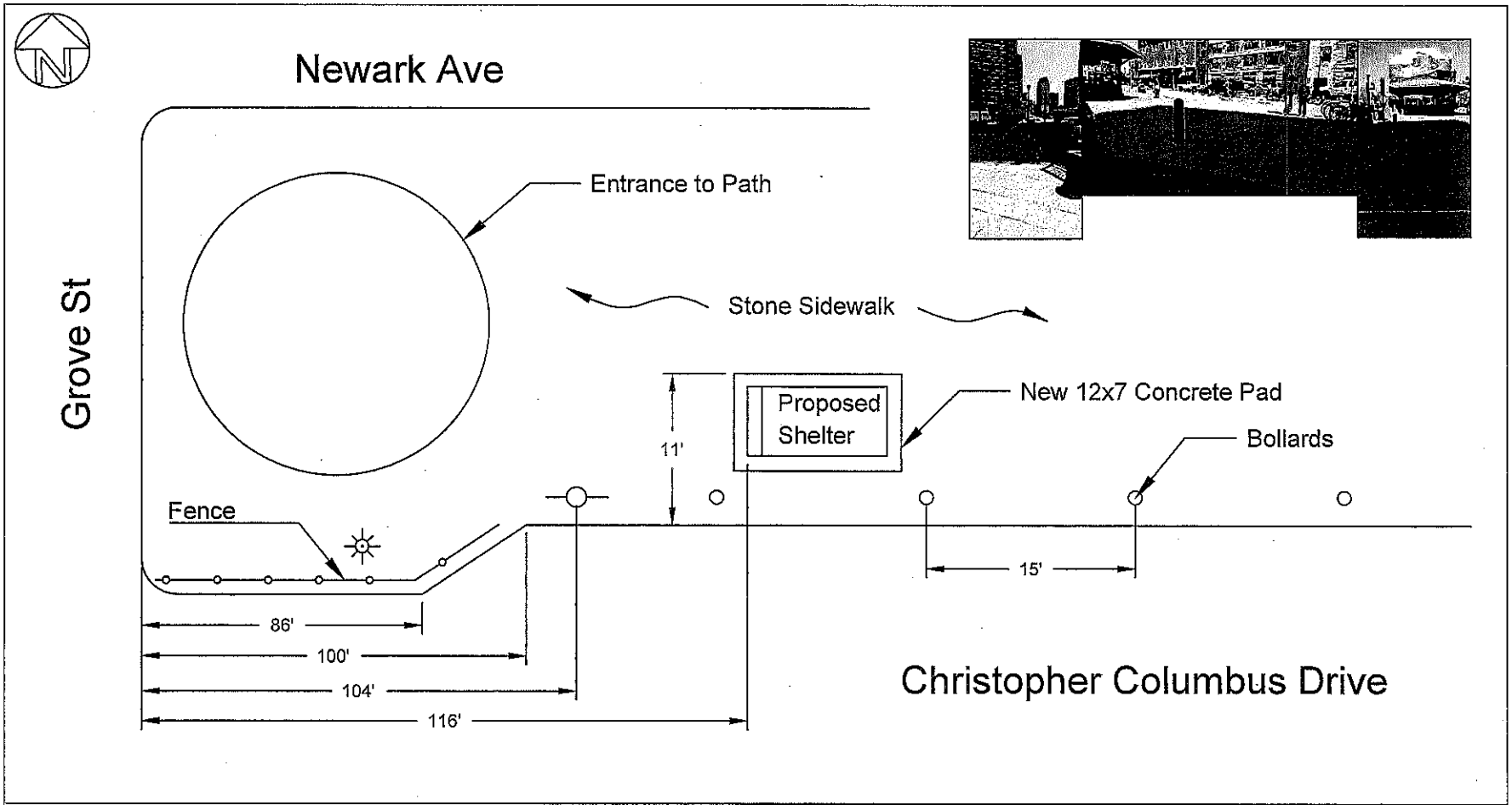
Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	20643
Lines Served	

AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

This Bus Shelter is to be maintained by AR JAMES & CO. LTD
(AR JAMES MEDIA)

Columbus Dr @ Grove St

Approved By	Approved By	
Scale	Dwn No 3132-28 JC	Drawn By JDK



Revisions & Notes

Rev.	Description	Date	App. By
	Needs Concrete Pad		

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light, Proposed Shelter

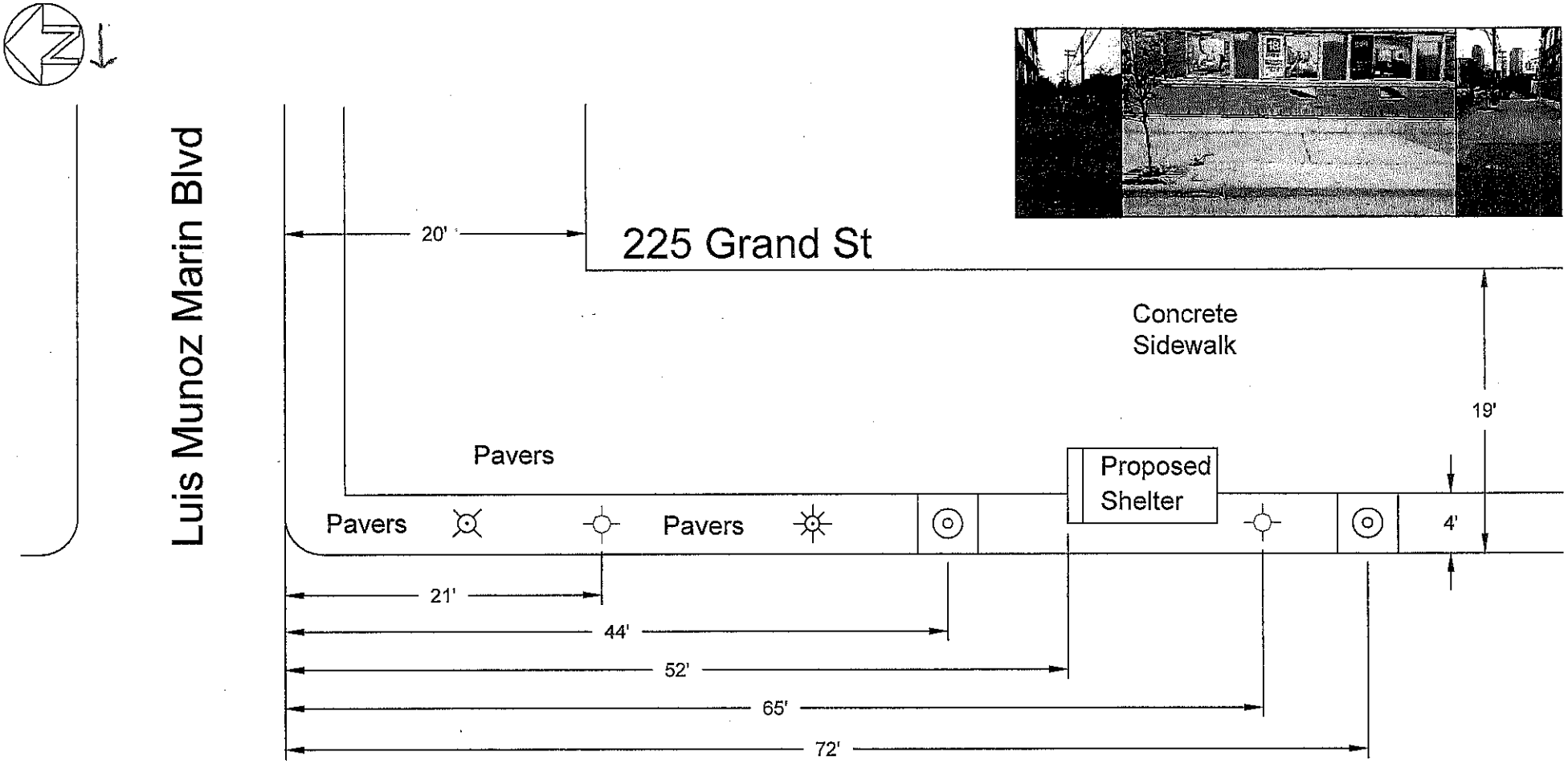
Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	20647
Lines Served	

AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA)

Christ Columbus Drive @ Grove Street

Approved By	Approved By	
Scale	Dwn No 3132-29 JC	Drawn By JDK



Revisions & Notes

Rev.	Description	Date	App. By
	Need Concrete Footings		

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light, Proposed Shelter

Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	20759
Lines Served	

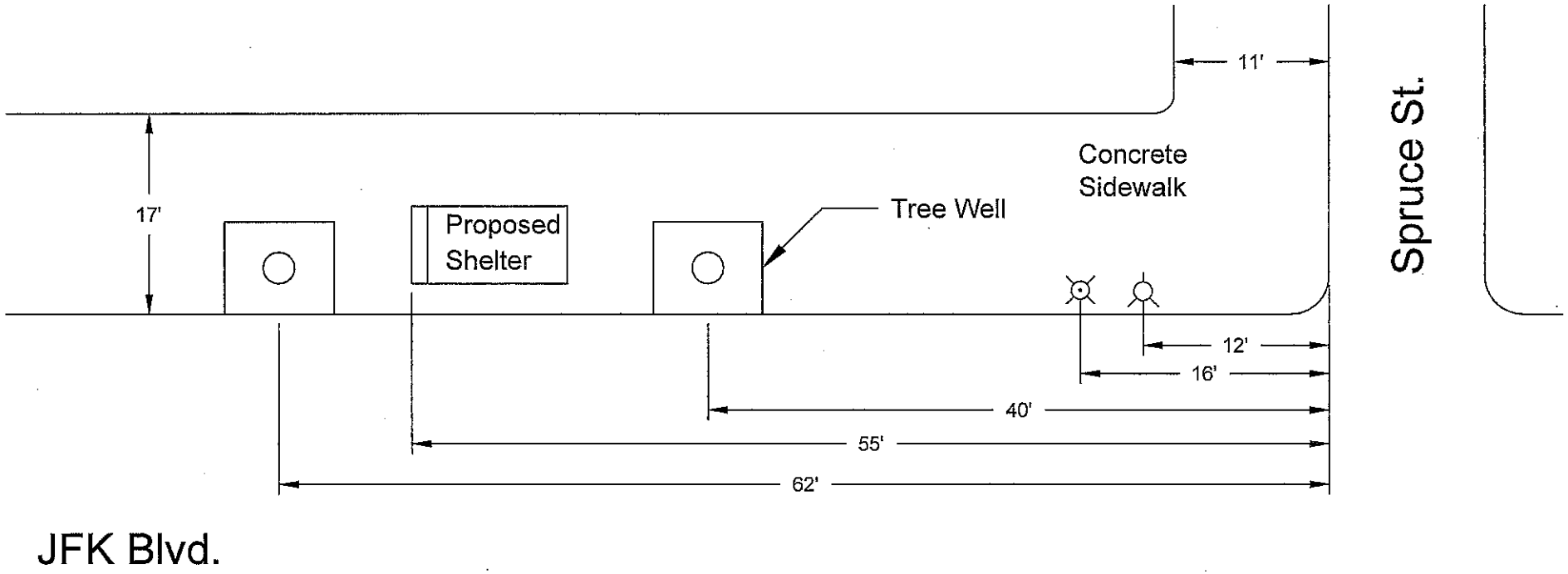
AR JAMES & CO. LTD

2 North Main St.
Allentown N.J. 08501

This Bus Shelter is to be maintained by AR JAMES & CO. LTD
(AR JAMES MEDIA)

Grand St @ Luis Munoz Marin Blvd

Approved By		Approved By
Scale	Dwn No 3132-34 JC	Drawn By JDK



Revisions & Notes

Rev.	Description	Date	App. By

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light, Proposed Shelter

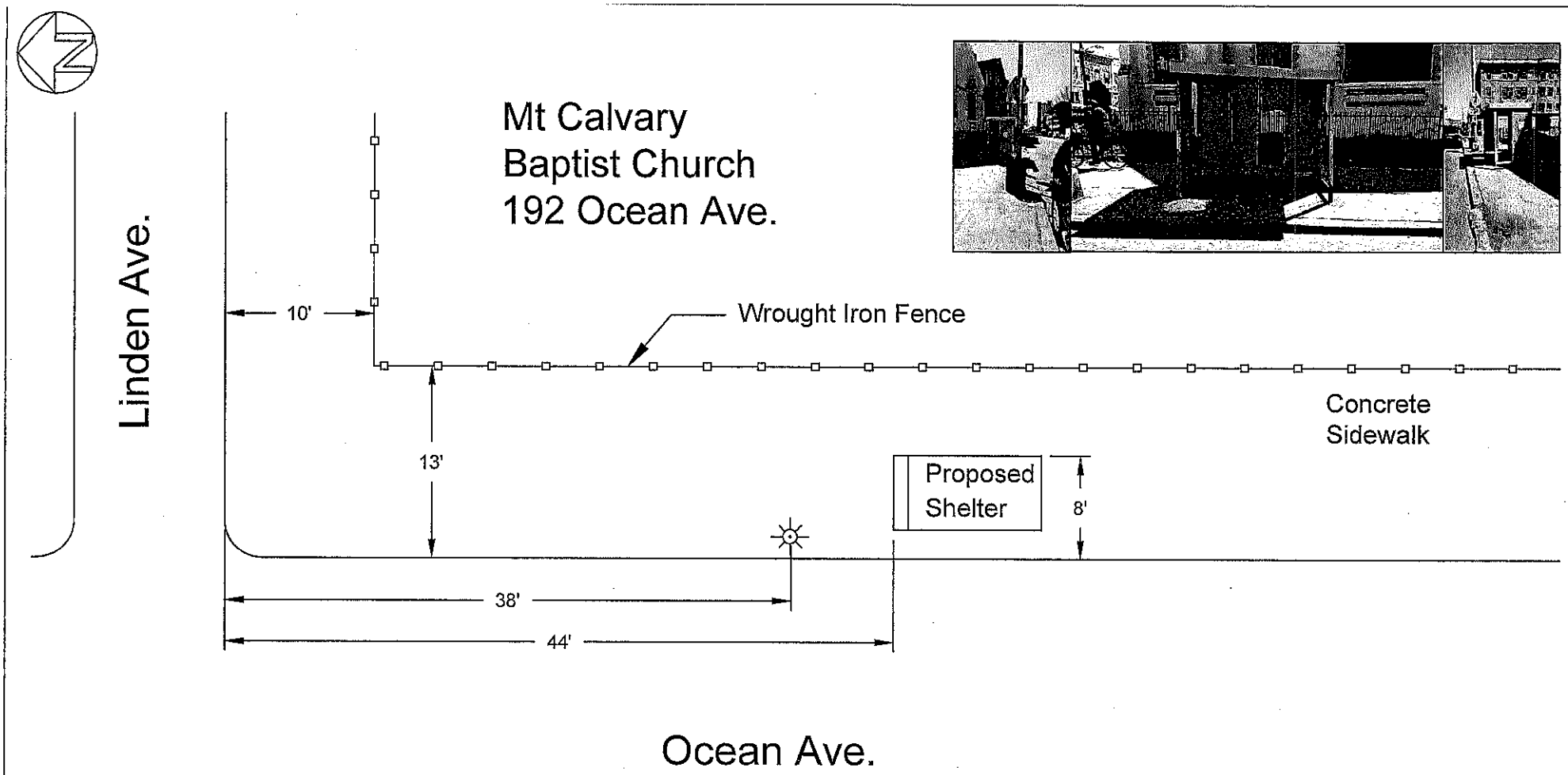
Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	20847
Lines Served	

AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

This Bus Shelter is to be maintained by AR JAMES & CO. LTD
(AR JAMES MEDIA)

JFK Blvd. @ Spruce St.

Approved By		Approved By
Scale	Dwn No 3132-26 JC	Drawn By JDK



Revisions & Notes

Rev.	Description	Date	App. By

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light, Proposed Shelter

Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	20981
Lines Served	

AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

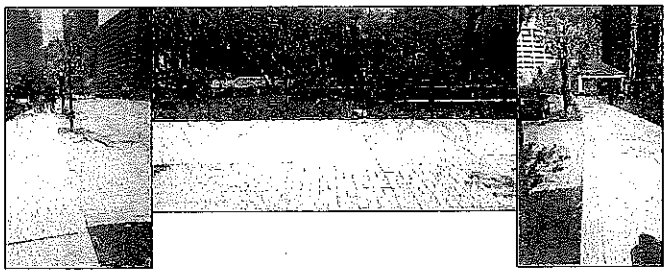
This Bus Shelter is to be maintained by AR JAMES & CO. LTD
(AR JAMES MEDIA)

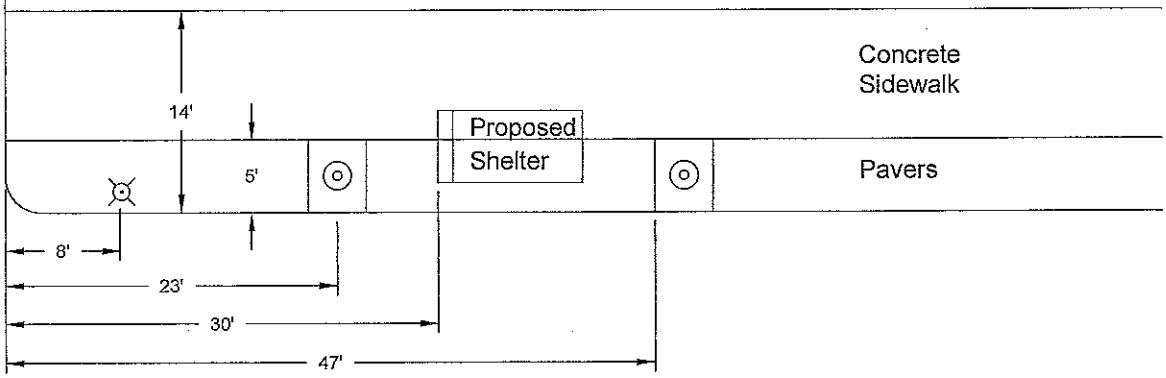
Ocean Ave @ Linden Ave

Approved By	Approved By	
Scale	Dwn No 3132-25 JC	Drawn By JDK

Courtyard By Marriott
540 Washington Blvd

Entrance to Path





Washington Blvd

Revisions & Notes

Rev.	Description	Date	App. By
	Need Concrete Footings		
	Move Bus Stop Sign		

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light

Proposed Shelter

Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	21129
Lines Served	

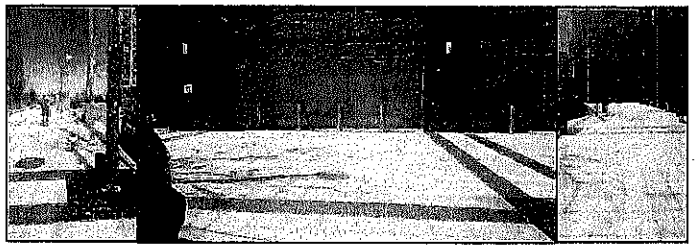
AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

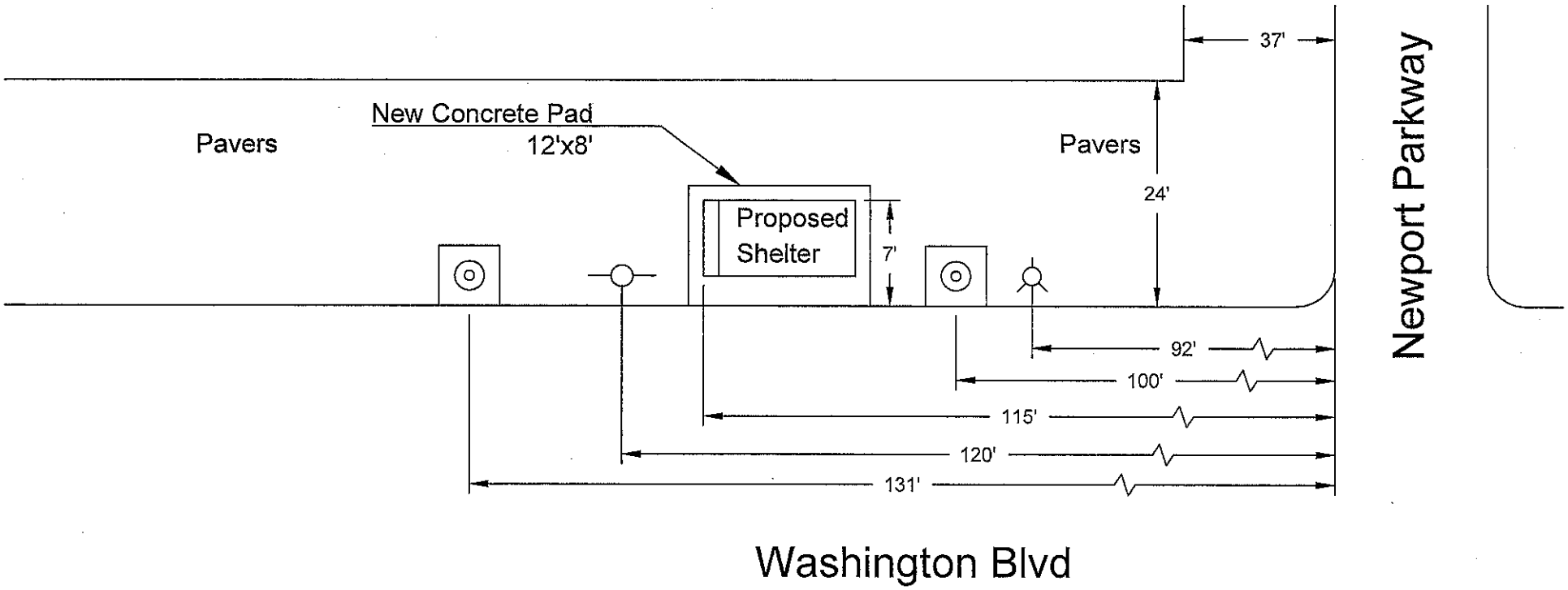
This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA)

Washington Blvd @ Town Square Pl.

Approved By		Approved By
Scale	Dwn No 3132-30 JC	Drawn By JDK

575 Washington Blvd
J.P. Morgan & Chase Co.





Revisions & Notes

Rev.	Description	Date	App. By
	New Concrete Pad		

Legend

Street Light
Fire Hydrant
Utility Pole
Man Hole
Tree
Bus Stop Sign
Traffic Light
Proposed Shelter

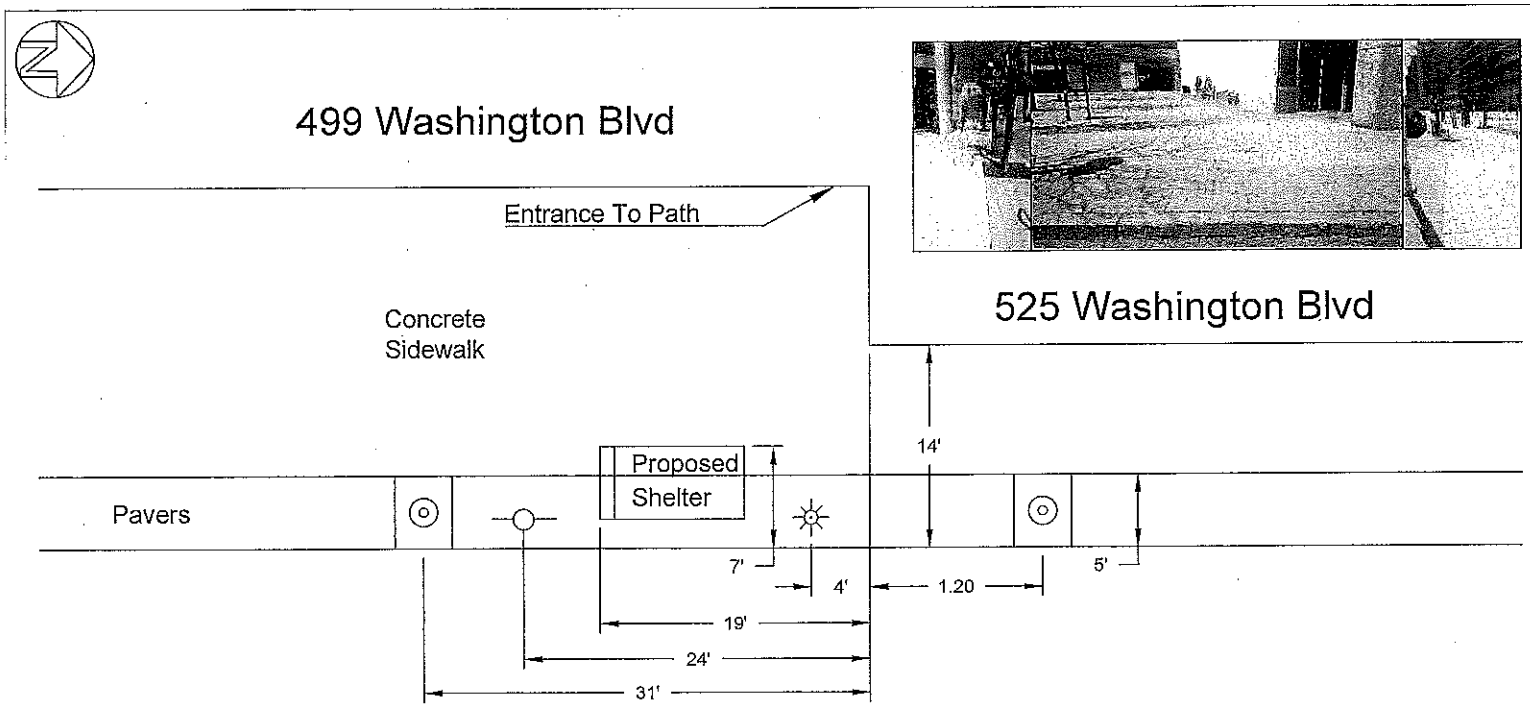
Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	21133
Lines Served	

AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

This Bus Shelter is to be maintained by AR JAMES & CO. LTD
(AR JAMES MEDIA)

Washington Blvd @
Newport Parkway

Approved By	Approved By	
Scale	Dwn No 3132-33 JC	Drawn By JDK



Revisions & Notes

Rev.	Description	Date	App. By
	Need Concrete Footings		

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light, Proposed Shelter

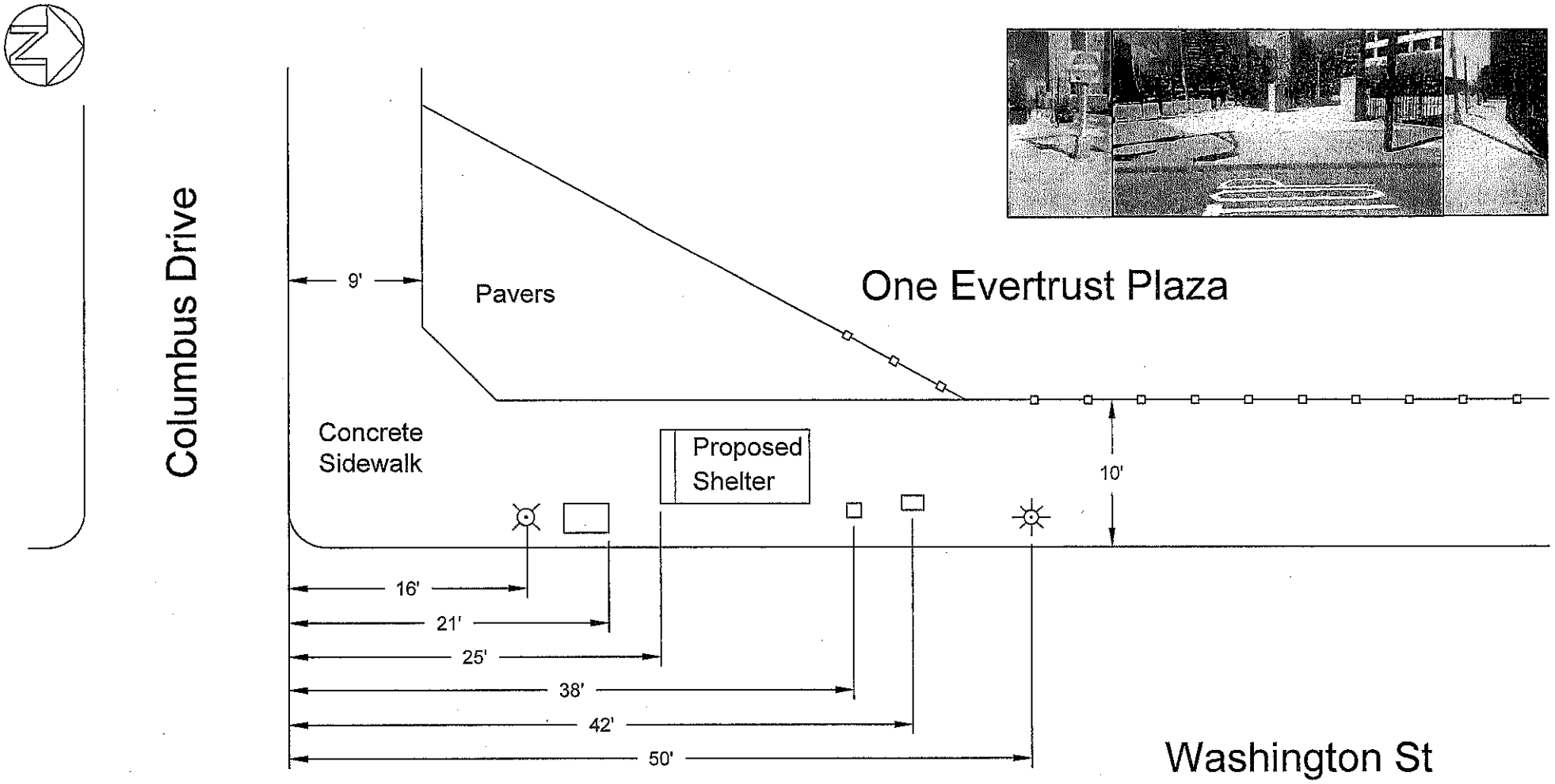
Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	21134
Lines Served	

AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA)

Washington Blvd @ Town Square Pl.

Approved By		Approved By
Scale	Dwn No 3132-31 JC	Drawn By JDK



Revisions & Notes

Rev.	Description	Date	App. By

Legend

Street Light, Fire Hydrant, Utility Pole, Man Hole, Tree, Bus Stop Sign, Traffic Light, Proposed Shelter

Municipality	Jersey City
Utility Company	PSE&G
Abutting Owner	
Right of Way	
Contact Person	
Shelter Type	5x10 Flat Ad Box
Date	4/14/2016
Bus Stop #	21136
Lines Served	

AR JAMES & CO. LTD
2 North Main St.
Allentown N.J. 08501

This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA)

Washington St @ Columbus Drive

Approved By		Approved By
Scale	Dwn No 3132-32 JC	Drawn By JDK

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

City Clerk File No. Res. 16.534

Agenda No. 10.S

Approved: AUG 17 2016

TITLE:

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 54 FOOT LOADING ZONE ON THE SOUTH SIDE OF SECOND STREET BETWEEN THE DRIVEWAYS FOR PORTOFINO WATERFRONT RESIDENCES AND CANDLEWOOD SUITES, MONDAY THROUGH SATURDAY, 9:00 A.M. TO 5:00 P.M.

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

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

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 16-027) be promulgated designating a loading zone at the location described therein.

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

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

(Reg. 16-027) Second Street, south side, beginning 368 feet east of Greene Street and extending to a point 54 feet easterly, Monday through Saturday, 9:00 a.m. to 5:00 p.m.

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

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

JDS:pcl
(07.22.16)

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 54 FOOT LOADING ZONE ON THE SOUTH SIDE OF SECOND STREET BETWEEN THE DRIVEWAYS FOR PORTOFINO WATERFRONT RESIDENCES AND CANDLEWOOD SUITES, MONDAY THROUGH SATURDAY, 9:00 A.M. TO 5:00 P.M.

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of the Portofino Condominium Association, One Second Street, JCNJ 07302 201.656.0008	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Resolution Purpose

A RESOLUTION DESIGNATING A 54 FOOT LOADING ZONE ON THE SOUTH SIDE OF SECOND STREET BETWEEN THE DRIVEWAYS FOR PORTOFINO WATERFRONT RESIDENCES AND CANDLEWOOD SUITES, MONDAY THROUGH SATURDAY, 9:00 A.M. TO 5:00 P.M.

The loading zone will facilitate moving trucks and loading and unloading of merchandise to and from Portofino's and the Candlewood Suites.

The fee for the loading zone will be $75.00 per u-post installation and $75.00 per installation of loading zone sign to be paid by Portofino.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 7/22/16

Signature of Department Director — **Date**

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 16-027 July 22. 2016

LOADING ZONE REGULATION
DESIGNATED

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

Second Street –South Side

Beginning at a point approximately 368 feet east of Greene Street and extending to a point 54 feet easterly therefrom.

Time: Monday through Saturday
9:00 a.m. to 5:00 p.m.

Division of Engineering, Traffic and Transportation

_____
Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

2nd St

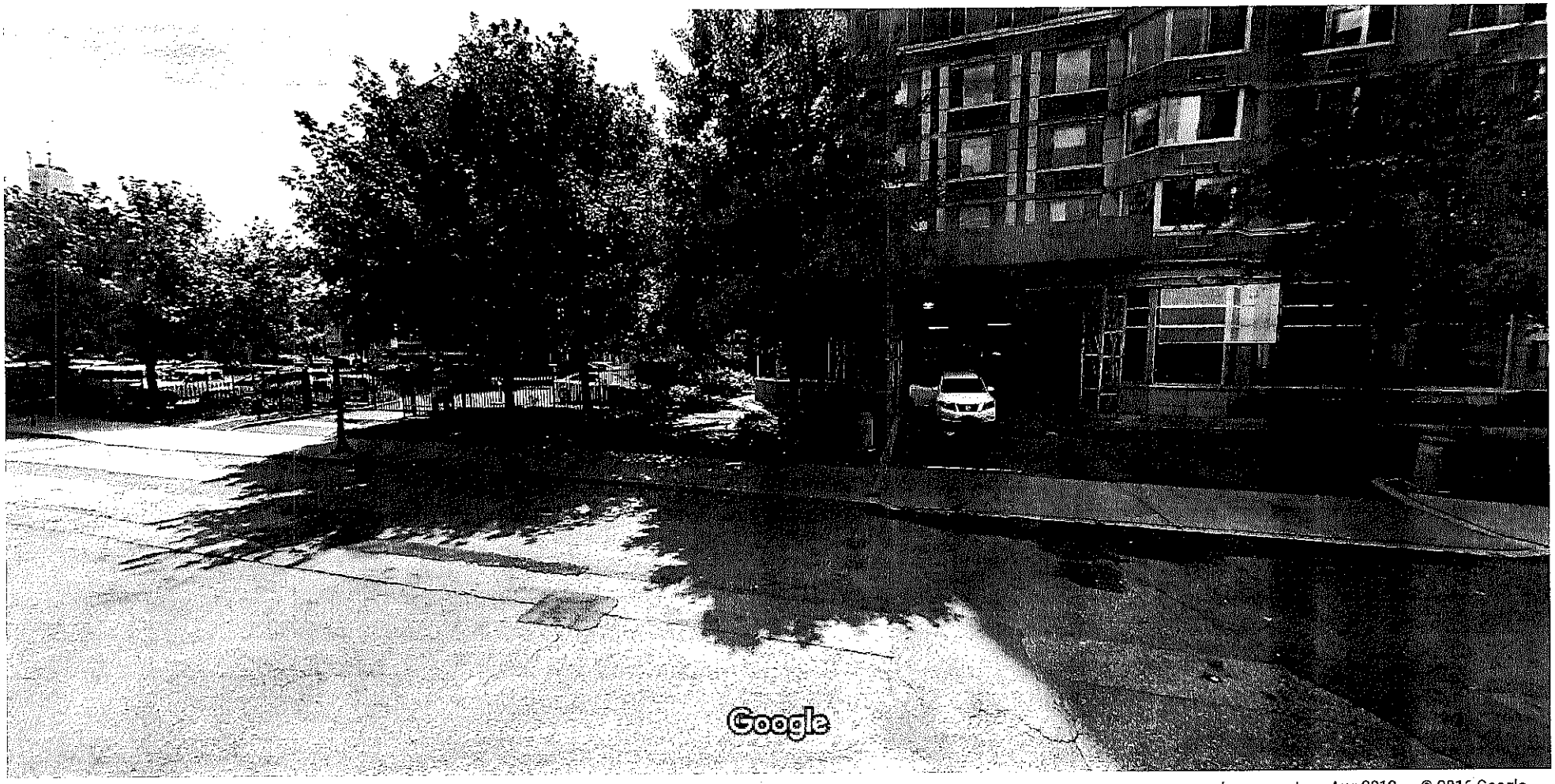


Image capture: Aug 2013 © 2016 Google

Jersey City, New Jersey

Street View - Aug 2013

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

City Clerk File No. Res. 16.535

Agenda No. 10.T

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY AND ACCEPT FUNDS FROM TARGET CORPORATION FOR AUGUST 2, 2016 NATIONAL NIGHT OUT

COUNCIL **Offered and moved adoption of the following resolution**

WHEREAS, the Jersey City Police Department applied for funds from Target Corporation to be used towards National Night Out;

WHEREAS, the Target Corporation has awarded the City of Jersey City $1000.00; and

WHEREAS, these funds will be used towards items purchased for National Night Out on August 2, 2016, and

WHEREAS, the Target Foundation awards jurisdictions funds for Community Relations endeavors, and

WHEREAS, the City of Jersey City has shown the desire to host National Night Out throughout the City, and

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

1. The City of Jersey City authorizes acceptance on behalf of the Jersey City Police Department to accept the $1000.00 award from Target Corporation; and

2. These funds will be used towards items purchased for National Night Out.

APPROVED: Jerome Cole

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 CITY OF JERSEY CITY TO APPLY AND ACCEPT FUNDS FROM TARGET CORPORATION FOR AUGUST 2, 2016 NATIONAL NIGHT OUT

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Jaclyn Marcazo	Sgt.
Phone/email	(201) 547-4736	jmarcazo@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 Grant was to apply for funds from Target Corporation to be used toward National Night Out on August 2, 2016. Target Corporation has awarded the Jersey City Police Department $1000.00 to be used for items that will be purchased to host National Night Out events throughout the City.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

Not Applicable

Type of award Corporation Funds - Target

If "Other Exception", enter type

Additional Information

N/A

I certify that all the facts presented herein are accurate.

Jerome Cole

Signature of Department Director

8/2/16

Date

JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE
1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Monique Snow, Law Department

FROM: Sgt. Jaclyn Marcazo

DATE: August 3, 2016

SUBJECT: Resolution for Target Award

Dear Ms. Snow,

Attached you will find a Fact Sheet and Resolution to Accept a Target Grant Award in the amount of $1,000. These funds will be used towards the Police Department's expenditures for National Night Out on August 2, 2016.

Thank you for your assistance.

Respectfully Submitted,

Sgt. Jaclyn Marcazo

TARGET CORPORATION

VENDOR NAME: JERSEY CITY POLICE DEPT VENDOR NO: 45688

VENDOR DOC#	SAP DOC#	DOC DATE	GROSS	DEDUCTIONS	NET AMOUNT
227681_MARCAZO 9332403_NATIONAL NIGHT OUT	1917233326	06/23/2014	500.00	0.00	500.00

GROSS AMOUNT	DEDUCTIONS	NET AMOUNT	CHECK DATE	CHECK #
500.00	0.00	500.00	07/03/2014	2088846

PLEASE PROVIDE CHECK #, VENDOR #, AND SAP DOCUMENT #
WHEN WRITING OR CALL TARGET (612) 307-9208

*Withholding Tax Amount

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS RED AND BLACK ARE PRESENT

Target Corporation
PO Box 1296
Minneapolis, MN 55440-1296

Wells Fargo Bank NA
Van Wert, OH

VOID

DATE
07/03/2014

56-382
412

CHECK NO.
2088846

9600138673

NET AMOUNT
*$500.00

PAY FIVE HUNDRED AND 00/100------

TO THE ORDER OF
JERSEY CITY POLICE DEPT
OFC OFF DUTY EMPLOYMENT
1 JOURNAL SQUARE PLZA
JERSEY CITY, NJ 07306-4004

THIS CHECK IS VOID IF NOT CASHED WITHIN 180 DAYS.

VOID

⑈2088846⑈

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

City Clerk File No. Res. 16.536

Agenda No. 10.U

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR
2016 BODY ARMOR REPLACEMENT FUND

COUNCIL **Offered and moved adoption of the following resolution**

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger; and

WHEREAS, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the ***2016 Body Armor Replacement Fund,*** and

WHEREAS, the Division of Criminal Justice provides funds to Municipalities for the safety of Police Officers, and

WHEREAS, the City of Jersey City having shown a desire to protect our Police Officers will apply for the Body Armor Replacement Fund, and

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

1. The City of Jersey City authorizes acceptance on behalf of the Jersey City Police Department to submit an application to the New Jersey Division of Criminal Justice, and

2. These funds will be used to provide body armor for sworn police personnel.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR
2016 BODY ARMOR REPLACEMENT FUND

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Jaclyn Marcazo	Sgt.
Phone/email	(201) 547-4736	jmarcazo@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 apply for funds under the 2016 Body Armor Replacement Fund that will cover the cost to purchase body armor for sworn police personnel.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

Two year expiration from the date of the award notice.

Type of award State - NJ Division of Criminal Justice

If "Other Exception", enter type

Additional Information

Application Deadline is August 31, 2016. The amount of funding available is not known at this time and will be determined by the State of New Jersey upon review of the application.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 7/21/2016

JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE
1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Monique Snow, Law Department

FROM: Sgt. Jaclyn Marcazo

DATE: July 21, 2016

SUBJECT: Resolution to Apply – NJ Body Armor Replacement Fund

Dear Ms. Snow,

Attached is a resolution to apply for the New Jersey Body Armor Replacement Fund. These funds will be strictly used to purchase ballistic vests for sworn police personnel.

Thank you for your assistance.

Respectfully Submitted,
Sgt. Jackie Marcazo
Sgt. Jaclyn Marcazo

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

City Clerk File No. Res. 16.537

Agenda No. 10.V

Approved:

TITLE:

RESOLUTION (**Y OF JERSEY CITY**
AUTHORIZING THE I **MINARY INVESTIGATION**
OF CONDITIO **STUDY AREA FOR**
DETERMINATION A **T OR REHABILITATION**

WITHDRAWN

WHEREAS, pursuant to NJSA 40A ... may authorize the Planning Board to undertake a preliminary investigatio ... a in need of redevelopment", as defined by NJSA 40A:12A-3, or "an area in ... 2A-14.; and

WHEREAS, pursuant to NJSA 40A ... public notice and public hearing of the Planning Board as provided by NJS.

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 consists of Block 3702, Lot 32 and Block 11401, Lots 13 & 14 on the Jersey City tax map; and

WHEREAS, the study area contains a parking lot and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

WHEREAS, the study area boundary is depicted on the attached map labeled "Block 3702 and Block 11401 Study Area Boundary Map" dated August 4, 2016; 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," an "area in need of rehabilitation," or 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.

Maryann Bucci-Carter, AICP, PP, Director
Division of City Planning

APPROVED:

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
HALLANAN				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/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE BLOCK 3702 AND BLOCK 11401 STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director of City Planning
Phone/email	201-547-5010	maryannb@jcnj.org

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

Purpose

This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 3702, Lot 32 and Block 11401, Lots 13 and 14 for determination as an area in need of redevelopment or rehabilitation. The study area contains city parking lots that appear to exhibit qualifying characteristics worthy of study.

A map of the area is attached.

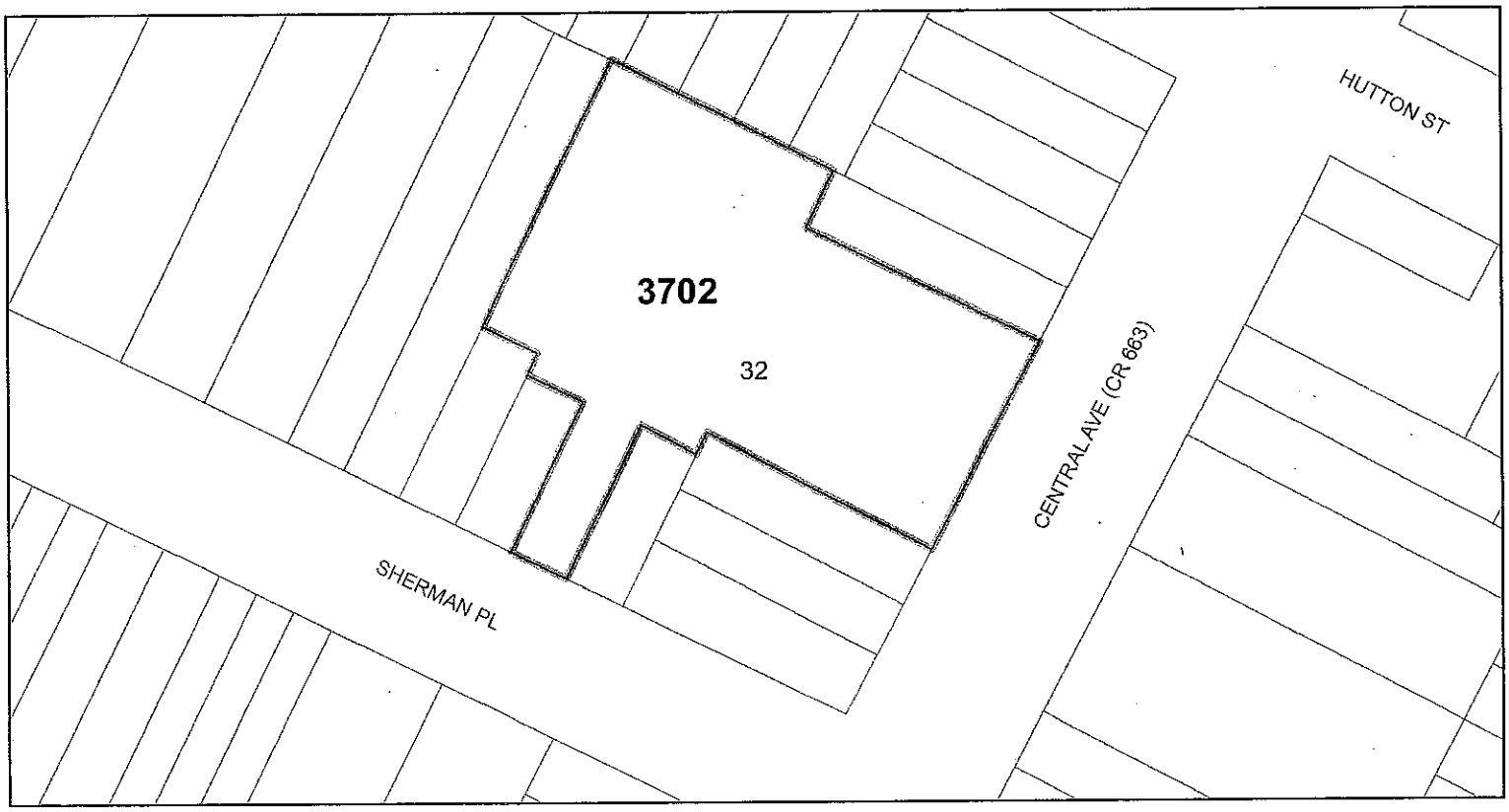
I certify that all the facts presented herein are accurate.

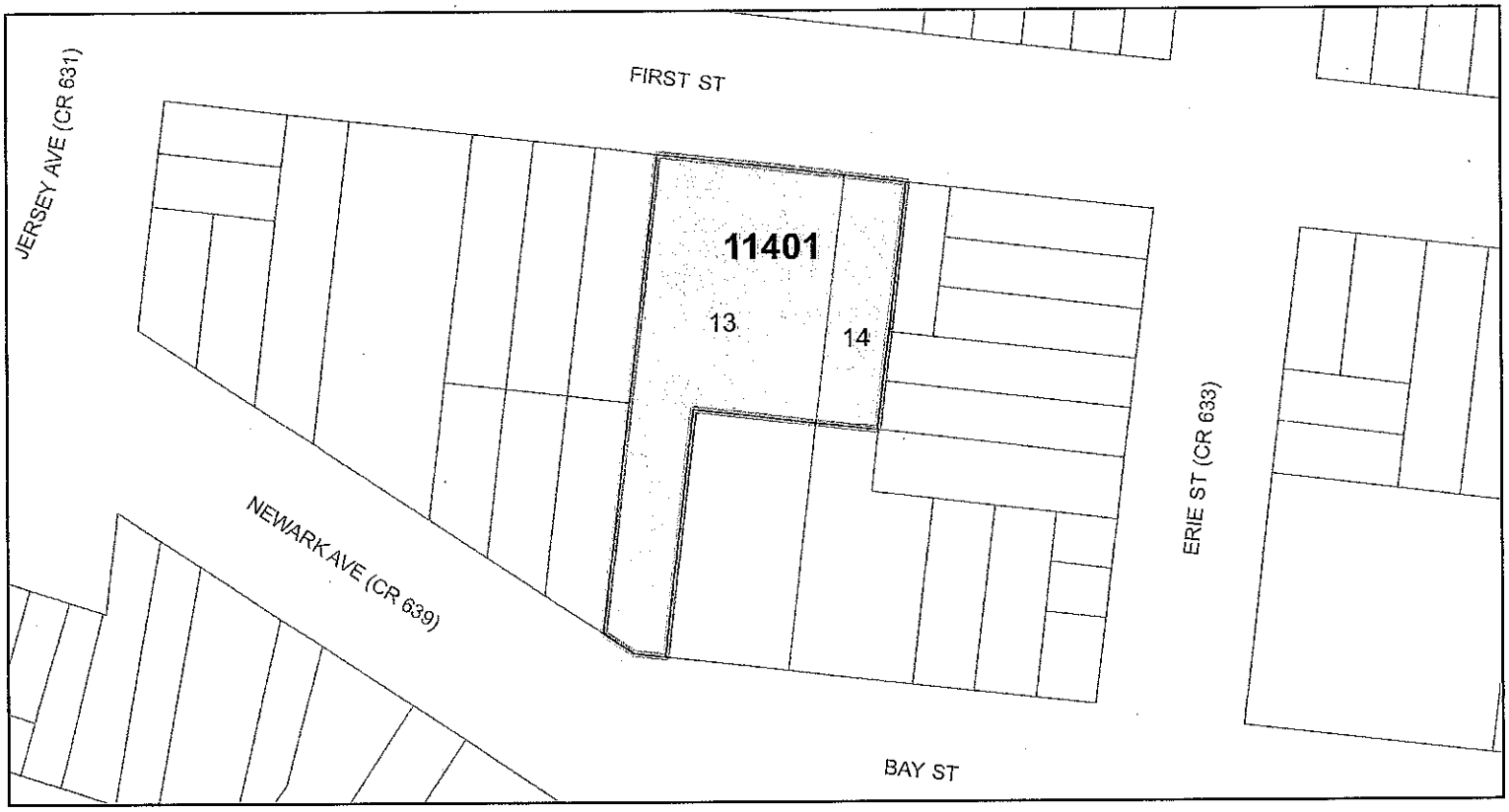
Signature of Department Director 8/8/16 **Date**

Summary Sheet

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE BLOCK 3702 AND BLOCK 11401 STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 3702, Lot 32 and Block 11401, Lots 13 and 14 for determination as an area in need of redevelopment or rehabilitation. The study area contains city parking lots that appear to exhibit qualifying characteristics worthy of study.





BLOCK 3702 AND 11401 STUDY AREA BOUNDARY MAP

AUGUST 4, 2016

Study Area Boundaries

- Block 3702, Lot 32
- Block 11401, Lots 13 & 14

1 inch = 100 feet

N

0 50 100 200 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. 16.538

Agenda No. 10.W

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE ADDITION OF "ADDITIONAL INSURED" PARTIES TO THE CITY OF JERSEY CITY'S CERTIFICATE OF SELF INSURANCE FOR THE COVERAGE OF ENTITIES PARTICIPATING IN THE "JERSEY CITY SUMMER WORKS" INITIATIVE."

WHEREAS, the City is using muliple sites that are not owned or controlled by the City as part of the Jersey City Summer Works; and

WHEREAS, the owners of the various sites have expressed the desire to be named as "additional insured" parties durring the dates and times when their facilities will be used; and

WHEREAS, there is no additional cost incurred by the City to add parties as "additional insured" under the City's insurance policy;

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

1. The office of Risk Management is authorized to add each of the parties listed in Exhibit A as "additional insured" parties to the City's insurance policies for the dates and times listed in Exhibit A.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 ADDITION OF "ADDITIONAL INSURED" PARTIES TO THE CITY OF JERSEY CITY'S CERTIFICATE OF SELF INSURANCE FOR THE COVERAGE OF ENTITIED PARTICIPATING IN THE "JERSEY CITY SUMMER WORKS" INITIATIVE.

Initiator

Department/Division	Office of the Mayor	
Name/Title	Vivian Brady-Phillips	Deputy Mayor
Phone/email	(201) 547-5200	VBrady-Phillips@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 addition of "Additional Insured" parties to the City of Jersey City's Certificate of Self Insurance for the coverage of entitled participating in the "Jersey City Summer Works" initiative.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

City of
JERSEY CITY
Office of Risk Management
280 Grove Street, Room B-6
Jersey City, N.J. 07302

(201) 547-5034
Fax 547-4761

CERTIFICATE OF SELF INSURANCE

The City of Jersey City is a municipal corporation of the State of New Jersey. Pursuant to the authority provided in N.J.S.A 40A:10-1, et. Seq., the City of Jersey City has established a self-insured program to provide workers' compensation, general liability and automobile liability protection for the City's operations as follows:

1. Workers' Compensation - Star Insurance Co., Policy # WCE 0705964, N.J. Statutory coverage with a $1,000,000 per claim retention
2. General/Automobile Liability – Argonaut Insurance, Policy # PE4631054-00, $2 million limit per occurrence with a $1,000,000 per claim retention

This program covers the City of Jersey City, it's officers and employees from any and all claims and demands of third persons arising out of or related to the delivery of municipal duties. This coverage shall extend to and include any and all liability, damage or expense created by any injury or injuries sustained to persons or property for the following activities:

1. **JC Summer Works's Jersey City Summer Internship Program Orientation**

   a. **Location:**
   Charles & Co,
   201 Montgomery Street
   Jersey City, NJ, 07302.
   b. **Date:** June 30th
   c. **Additional Insured:** Charles & Co. its agents, servants and employees.

2. **JC Summer Works's Jersey City Summer Internship Orientation**

   a. **Location:**
   Hudson County Community College
   161 Newkirk St
   Jersey City, NJ 07306
   b. **Date: July 9th**
   c. **Additional Insured: Hudson County Community College** its agents, servants and employees

3. **JC Summer Works's Jersey City Summer Internship Program Friday Professional Development**

a. **Location:**
Jersey City Board of Education
346 Claremont Ave.
Jersey City, NJ 07305
b. **Date:**
July 15th, 2016
c. **Additional Insured:**
Jersey City Board of Education

4. **JC Summer Works's Operation Hope Saturday Jump Start Sessions**

a. **Location:**
Lincoln High School
60 Crescent Avenue
Jersey City, NJ 07304
b. **Dates:**
Saturday, July 16th, 2016
c. **Additional Insured:**
Jersey City Board of Education

5. **JC SummerWorks's Saturday Jump Start Jersey City Medical Center Tour**
a. **Location:**
Jersey City Medical Center
355 Grand Street
Jersey City, NJ 07302
b. **Date:** July 16th
c. **Additional insured:**
Jersey City Medical Center, its agents, servants and employees

6. **JC Summer Works's JobsyWobsy Saturday Jump Start Sessions**

a. **Location:**
Dickinson High School
2 Palisade Ave, Jersey City, NJ 07306
b. **Dates:**
Saturday, July 23rd, 2016
c. **Additional Insured:**
Jersey City Board of Education

7. **JC Summer Works's Saturday Jump Start at Art House**

a. **Location:**
Art House
136 Magnolia Avenue,
Jersey City, NJ 07306
b. **Date:** July 23rd

c. **Additional Insured: Art House, its agents, servants, and employees**

8. **Jersey City Summer Internship Friday Professional Development Session at NJCU**
   a. **Location:**
      NJCU School of Business
      147 Harborside Financial Center Platform
      Jersey City, NJ 07302
   b. **Date:** July 29th, 2016
   c. **Additional Insured:** NJCU, it's agents, servants and employees

9. **JC Summer Works's Saturday Jump Starts College Exploration Day**

   a. **Location: New Jersey City University**
      2039 John F. Kennedy Blvd,
      Jersey City, NJ 07305
   b. **Date: July 30th, 2016**
   c. **Additional Insured: New Jersey City University** its agents, servants and employees

10. **JC Summer Works Saturday Jump Starts N-Power Session**
    a. **Location: Boys and Girls Club**
       225 Morris Boulevard, Jersey City, NJ 07302
    b. **Date: July 30th, 2016**
    c. **Additional Insured:** Boys and Girls Club its agents, servants, and employees

11. **Jersey City Summer Internship Professional Development Session at JPMC**
    a. **Location:**
       JP Morgan Chase & Co.
       575 Washington Blvd
       Jersey City, NJ 07310-1616
    b. **Date:** August 5th, 2016
    c. **Additional insured:** JPMC, it's servants, agents, and employees

12. **JC Summer Works Saturday Jump Starts N-Power Session**
    a. **Location: Boys and Girls Club**
       225 Morris Boulevard, Jersey City, NJ 07302
    b. **Date:** August 6th, 2016
    c. **Additional Insured:** Boys and Girls Club its agents, servants, and employees

13. **JC Summer Works's Saturday Jump Start College Exploration Day**

    a. **Location:** Fairleigh Dickinson University
       285 Madison Ave,
       Madison, NJ 07940
    b. **Date: August 6th**
    c. **Additional Insured: Fairleigh Dickinson University** its agents, servants and employees

14. **Jersey City Summer Internship Friday Professional Development Session at Fidelity**

a. **Location:** Fidelity Investments.
   499 Washington Blvd,
   Jersey City, NJ 07310.
b. **Date: August 12th 2016**
c. **Additional Insured:** Fidelity its agents, servants and employees.

15. JC Summer Works's Saturday Jump Starts College Exploration Day

a. **Location: St. Peters University**
b. 2641 John F. Kennedy Blvd,
   Jersey City, NJ 07306
c. **Date: August 13th**
   Additional Insured: St. Peters University its agents, servants and employees

16. JC SummerWorks's Saturday Jump Start Jersey City Medical Center Tour

a. **Location:**
   Jersey City Medical Center
   355 Grand Street
   Jersey City, NJ 07302
b. **Date: August 20th**
c. **Additional insured:**
   Jersey City Medical Center, its agents, servants and employees

17. JC SummerWorks's JCSI Friday Professional Development Session at BBH

a. **Location:** 1150 Plaza Five, Jersey City, NJ 07311
b. **Date: August 19th**
c. **Additional insured:**
   Brown Brothers Harriman & Co, its agents, servants and employees

18. JC SummerWorks's JCSI Finale

a. **Location:** 2 Exchange Pl, Jersey City, NJ 07302
b. **Date: August 19th**
c. **Additional insured:**
   Hyatt Regency, its agents, servants and employees

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

City Clerk File No. Res. 16.539

Agenda No. 10.X

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF HUDSON FOR THE INSTALLATION OF SIGNAGE AND BICYCLE RACKS UNDER THE HUDSON RIVER WATERFRONT WALKWAY SIGNAGE AND BICYCLE RACK GRANT IMPLEMENTATION PLAN

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the County of Hudson has adopted a plan known as the Hudson River Waterfront Walkway Signage & Bicycle Rack Installation Plan (the "Waterfront Walkway Plan"); and

WHEREAS, pursuant to the Waterfront Walkway Plan, the County has obtained federal grant funding for the installation of wayfinding signage for the Hudson River Waterfront Walkway (the "HRWW") and the installation of bicycle racks at certain locations along the HRWW route; and

WHEREAS, the there is public purpose for the installation of wayfinding signage and bicycle racks, said public purpose being the enhancement of access to the open space and recreational resource which is the HRWW; and

WHEREAS, the City of Jersey City (the "City") shall not be responsible for the cost of the acquisition and installation of the wayfinding signage and bicycle racks; and

WHEREAS, the City shall be responsible thereafter at its own cost to maintain and repair all wayfinding signage and bicycle racks once installation has been completed complete; and

WHEREAS, the City of Jersey City consents to the installation by the County of said signage and bicycle racks within its jurisdictional borders.

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 Memorandum of Agreement with the County of Hudson for the installation of signage and bicycle racks under the Hudson River Waterfront Walkway Signage and Bicycle Rack Grant Implementation Plan.

2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the Memorandum of Agreement shall be in substantially the form of the document attached hereto.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 MEMORANDUM OF AGREEMENT WITH THE COUNTY OF HUDSON FOR THE INSTALLATION OF SIGNAGE AND BICYCLE RACKS UNDER THE HUDSON RIVER WATERFRONT WALKWAY SIGNAGE AND BICYCLE RACK GRANT IMPLEMENTATION PLAN

Project Manager

Department/Division	Department of Business Administration	
Name/Title	Robert J. Kakoleski	Business Administrator
Phone/email	(201) 547-4642	rjkakoleski@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 resolution authorizes the execution of a Memorandum of Agreement between the County of Hudson and the City for the installation and maintenance of wayfinding signage and bicycle racks at certain locations along the Hudson River Waterfront Walkway.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 8/9/16

MEMORANDUM OF AGREEMENT

BETWEEN THE COUNTY OF HUDSON
AND
THE CITY OF JERSEY CITY

INSTALLATION OF SIGNAGE AND BICYCLE RACKS UNDER THE HUDSON RIVER WATERFRONT WALKWAY SIGNAGE AND BICYCLE RACK GRANT IMPLEMENTATION PLAN

This Memorandum of Agreement (hereinafter, the "Memorandum" or "MOA") is made by and between the County of Hudson a body corporate and politic, having offices at 567 Pavonia Avenue, Jersey City, New Jersey (the "County"); and the City of Jersey City, having offices at 280 Grove St., Jersey City, NJ 07302, who collectively may herein be referred to as the "Parties":

WHEREAS, the County of Hudson has adopted a plan known as the Hudson River Waterfront Walkway Signage & Bicycle Rack Installation Plan (herein referred to as the "Waterfront Walkway Plan"); and

WHEREAS, pursuant to the Waterfront Walkway Plan, the County has obtained federal grant funding for the installation of wayfinding signage for the Hudson River Waterfront Walkway (herein referred to as the "HRWW") and the installation of bicycle racks at certain locations along the HRWW route; and

WHEREAS, the Parties find there is public purpose for the installation of wayfinding signage and bicycle racks, said public purpose being the enhancement of access to the open space and recreational resource which is the HRWW; and

WHEREAS, as such the City of Jersey City consents to the installation by the County of said signage and bicycle racks within its jurisdictional borders; and

WHEREAS, to facilitate and identify the rights, responsibilities and obligations between the Parties regarding the installation of the wayfinding signage and the bicycle racks including the ongoing maintenance and repair of the said signage and bicycle racks once installation is completed, the Parties hereby agree to enter into this MOA.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein the Parties agree as follows:

1. The County shall be permitted and the City of Jersey City consents to the installation of wayfinding signage and bicycle racks as designed and specified by the County and as set forth in the Waterfront Walkway Plan (attached herein as Exhibit A) at the locations within the jurisdiction of the the City of Jersey City and as specified in the Waterfront Walkway Plan.

2. The County has received grant funding from the Federal Highway Administration under the 2009 Federal Recreational Trails Program for the installation of the wayfinding signage and bicycle racks and shall use said funding for the cost of acquisition and installation of signage and racks. The City of Jersey City shall <u>not</u> be responsible for the cost of the acquisition and installation of the wayfinding signage and bicycle racks.

3. The installation of all signs and bicycle racks associated with the Waterfront Walkway Plan shall be coordinated between and performed by the County of Hudson Division of Planning and County of Hudson Department of Roads and Public Property, unless otherwise agreed to in writing by the County. The County shall have the discretion to determine and set the schedule of installation.

4. The location of the installation of the wayfinding signage and bicycle racks as identified in the Waterfront Walkway Plan are subject to change based on the review of current site conditions pertaining to said location. The County has the discretion to relocate any

signage and/or bicycle racks due to a change in the site condition of said location. Assuming that the County determines at its discretion that a change in location for said wayfinding signage and bicycle racks is necessary, any such new location must be within a reasonable distance of the HRWW.

5. The City of Jersey City shall cooperate with the County and help facilitate and assist the County in obtaining all necessary permission in the installation of wayfinding signage and bicycle racks. That permission shall include, but not be limited to any local permits or local governing action which might be required.

6. The City of Jersey City shall be responsible thereafter at its own cost to maintain and repair all wayfinding signage and bicycle racks once installation has been completed complete.

7. This agreement shall not be assigned without written permission from the County. In the event of a permitted assignment then it is understood and agreed that this Agreement shall be binding upon any successors, successor-in-title and/or assigns.

8. This MOA constitutes the entire Agreement of the parties and supersedes any prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof, and may not be modified, or amended except by a written agreement specifically referring to this MOA signed by all the parties hereto.

9 All Exhibits attached to this MOA and/or referred to in this MOA are incorporated herein, as though set forth in full.

10. If any term or provision of this MOA or the application shall to any extent be held to be invalid or unenforceable, the remainder of this MOA, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be

affected thereby, and each other term and provision of this MOA shall be valid and shall be enforced to the extent permitted by law.

11. No modification, waiver, amendment, discharge or change of this MOA shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

12. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any legal action or enforcement or any other issue relating to this contract shall be instituted in the Superior Court of the State of New Jersey located in Hudson County.

13. In the event that either party institutes action for enforcement of any term of this MOA, then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecution of any action against the prevailing party.

14. Each Party shall hold harmless, and indemnify the other Party and its agents, servants, employees and representatives and pay any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising, which may be subject to or be caused to incur by reason of any claim, suit or action based upon or arising out of this MOA or actions taken thereunder. Each Party shall reimburse the other Party for attorney's fees, and all costs relating thereof, in event it is necessary that a Party engage its own attorneys and/or expert witnesses to defend in connection with any indemnification claim.

15. The above referenced recitals shall be incorporated in this MOA herein.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

COUNTY OF HUDSON

_____
Name:
Title:

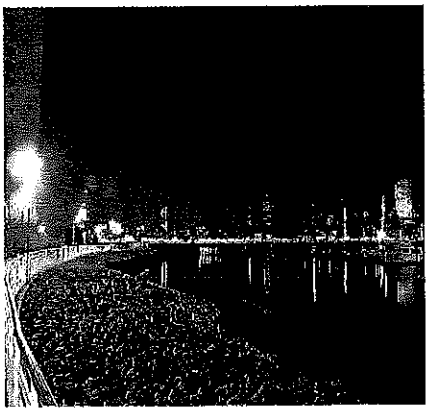
Dated:

(*Entity name*)

_____
Name:
Title:

Dated:

Hudson County
Hudson River Waterfront Walkway
Signage & Bicycle Rack Grant Implementation Plan



2015
DRAFT

Funded By:
The New Jersey Department of Environmental Protection
The Federal Highway Administration
The National Recreational Trails Program

DRAFT

Preparation and Approval of the Hudson County Hudson River Waterfront Walkway Signage & Bicycle Rack Grant Implementation Plan, June 2015

The Hudson County Hudson River Waterfront Walkway Signage & Bicycle Rack Grant Implementation Plan was prepared by the Hudson County Division of Planning for the Hudson County in accordance with the County Planning Act. The plan preparation was approved on December 11, 2008 by the Hudson County Board of Chosen Freeholders per resolution No. 542-12-2008.

Hudson County Hudson River Waterfront Walkway Signage & Bicycle Rack Grant Implementation Plan

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The original of this report was signed and sealed in accordance with N.J.S.A. 40:27-2; N.J.S.A. 45-14A-12; and N.J.A.C. 13:41-1.2

Signature:_____ Date: _____

Massiel Ferrara, PP, AICP, Division Chief
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Hudson County

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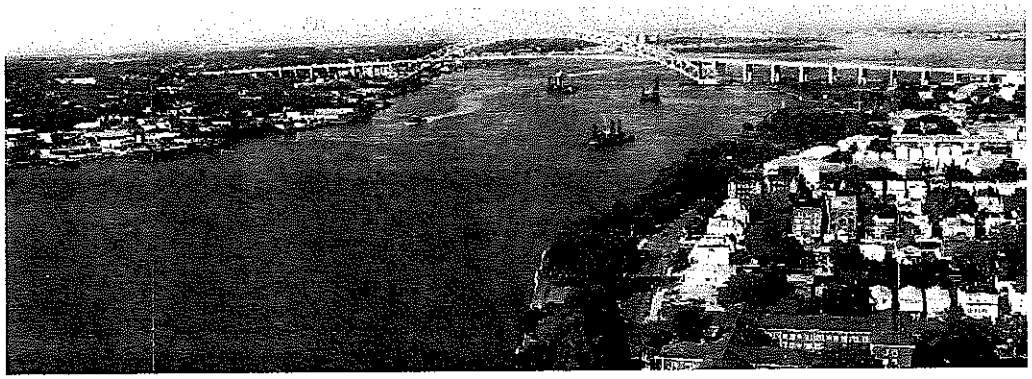
Table of Contents



I. Introduction/Grant Description.....1
II. Trail Descriptions.....2
III. Signage Plan.....5
Signage Installation Plan.....6
Proposed HRWW Signage Locations.....7
Signage Location Map.....8
Signage Phases.....9
City of Bayonne.....9
City of Jersey City.....12
City of Hoboken.....32
Township of Weehawken.....38
Town of West New York.....42
Town of Guttenberg.....45
Township of North Bergen.....46
IV. Proposed Bicycle Rack Locations.....47
Bicycle Rack Locations.....48
Bike Rack Location Map.....49
Bike Rack Installation Plan.....50
City of Bayonne.....51
City of Jersey City.....52
City of Hoboken.....58
Town of West New York.....64
Town of Guttenberg / Township of North Bergen.....65
V. Image Credits.....66

Attachments

1. **Implementation Budget**
2. **Municipal Response Letters**

Introduction

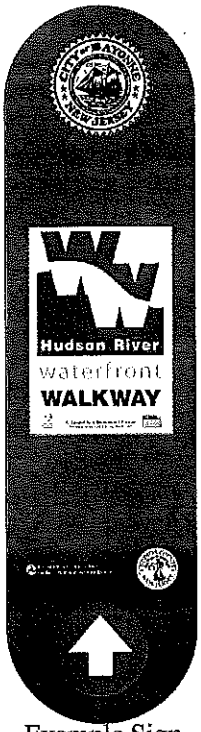
In the 1980's, the New Jersey Department of Environmental Protection (NJDEP) created waterfront development regulations at N.J.A.C. 7:7E-8.11 et. seq. which codified the "Public Trust Doctrine" requiring waterfront property owners to facilitate public access to any tidally influenced water bodies. Hudson County has since worked diligently to develop a complete walkway that spans the entire length of the waterfront from Bayonne up to North Bergen in Hudson County, which then continues north through Bergen County. The Hudson River Waterfront Walkway functions as both an important recreational resource for residents of the County, and as a tourist attraction spurring economic activity. Way-finding signage and appropriate accommodations for bicycle and pedestrian access are important for improving means of access and promoting the enjoyable usage of this important County resource.

Grant Description

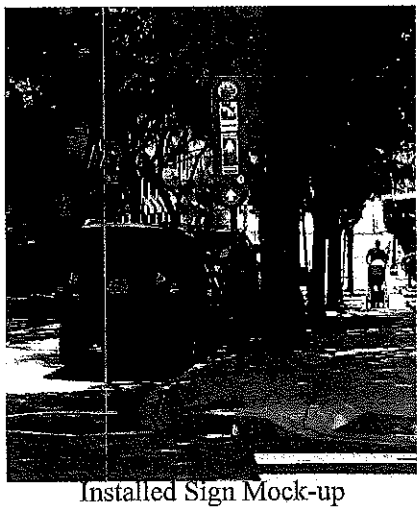
On December 1, 2008, the Hudson County Board of Chosen Freeholders approved Resolution No. 542-12-2008 which authorized submission of a grant application to the New Jersey Department of Environmental Protection, Department of Parks and Forestry, Office of Lands Management for National Recreational Trails for way-finding, interpretive signage and bicycle racks. The resolution also approved acceptance of the grant. The Federal Highway Administration approved funding for Hudson County's trail proposal under the 2009 Federal Recreational Trails Program for $25,000. The County will work with the seven (7) Hudson River municipalities and the Hudson River Waterfront Conservancy of New Jersey, Inc. as well as property owners to identify appropriate sites to install way-finding, interpretive signage and bicycle racks along the Hudson River Waterfront Walkway. The seven (7) Hudson River Municipalities include: the City of Bayonne, the City of Jersey City, the City of Hoboken, the Township of Weehawken, the Town of West New York, the Town of Guttenberg, and the Township of North Bergen. As per the requirements of the funding, all permits required for any project must be obtained before construction can begin, with a copy of said permits to be sent to the Office of Natural Lands Management. In addition, Hudson County must obtain approval from each municipality, consult the Department of Environmental Protection's Division of Land Use Regulation as well as several community organizations before work on any project begins. Specific requirements are detailed in the "Recreational Trails Program Requirements for Projects Funded in New Jersey" which is included as an attachment to this report.

Sign Description

The signage installed as part of this plan is intended to provide wayfinding for pedestrians and cyclists, directing them to the Hudson River Waterfront Walkway and other appropriate regional routes. To maximize signage durability and visibility all signs will be printed on reflective bright-blue metal. Each sign will be individually designed to display the appropriate governmental bodies, funding sources, nearby regional routes, and accurate directional arrows. From top to bottom each sign will be comprised of the following elements where appropriate: (1) municipal seal (2) Hudson River Waterfront Walkway logo (3) East Coast Greenway logo (4) Liberty Water Gap Trail logo (5) NJ Transit Logo (6)US Department of Transportation logo (7) Hudson County seal (8) directional arrow. The signs will be 8 inches by 30 inches if there are no East Coast Greenway or Liberty Water Gap trail logos and 8 inches by 39 inches if there are regional logos. Signs will be installed on existing posts where possible or on new u-posts if necessary.



Example Sign

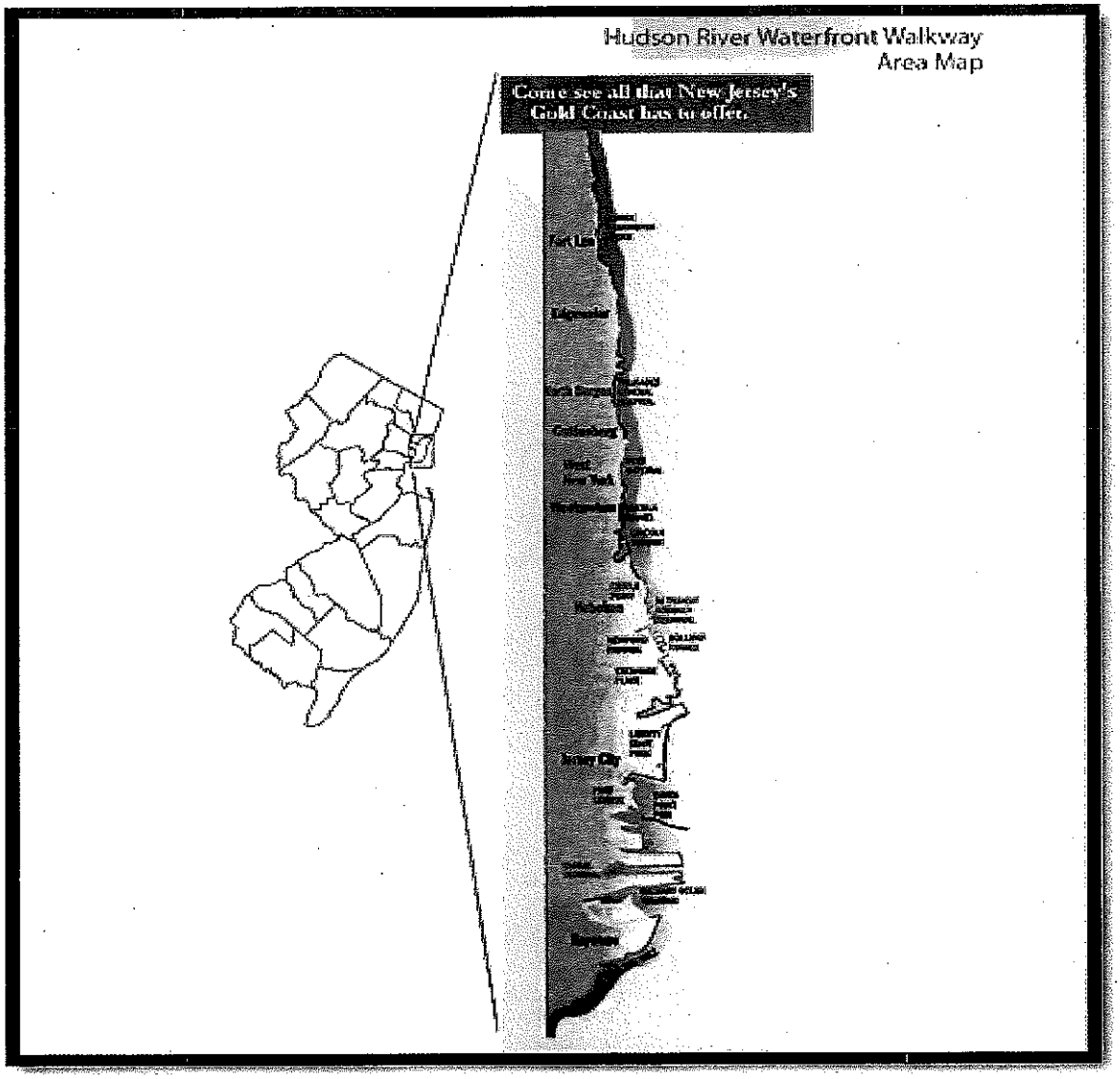

Installed Sign Mock-up

Hudson River Waterfront Trail Descriptions

There are three trails that overlap along the Hudson River waterfront. The Hudson River Waterfront Walkway, The East Coast Greenway and the Liberty Watergap Trail. The logos associated with each of these routes will be easily identifiable, where appropriate, on the wayfinding signs installed as a part of this plan.

Hudson River Waterfront Walkway

Significant progress has been made towards the development of the Hudson River Waterfront Walkway which acts as an important pedestrian and bicycle corridor within the County. The County has taken great pride in working with its municipalities on the Implementation of the Hudson River Walkway Plan. The walkway serves a critical role in the circulation of pedestrians and bicyclists throughout the County.

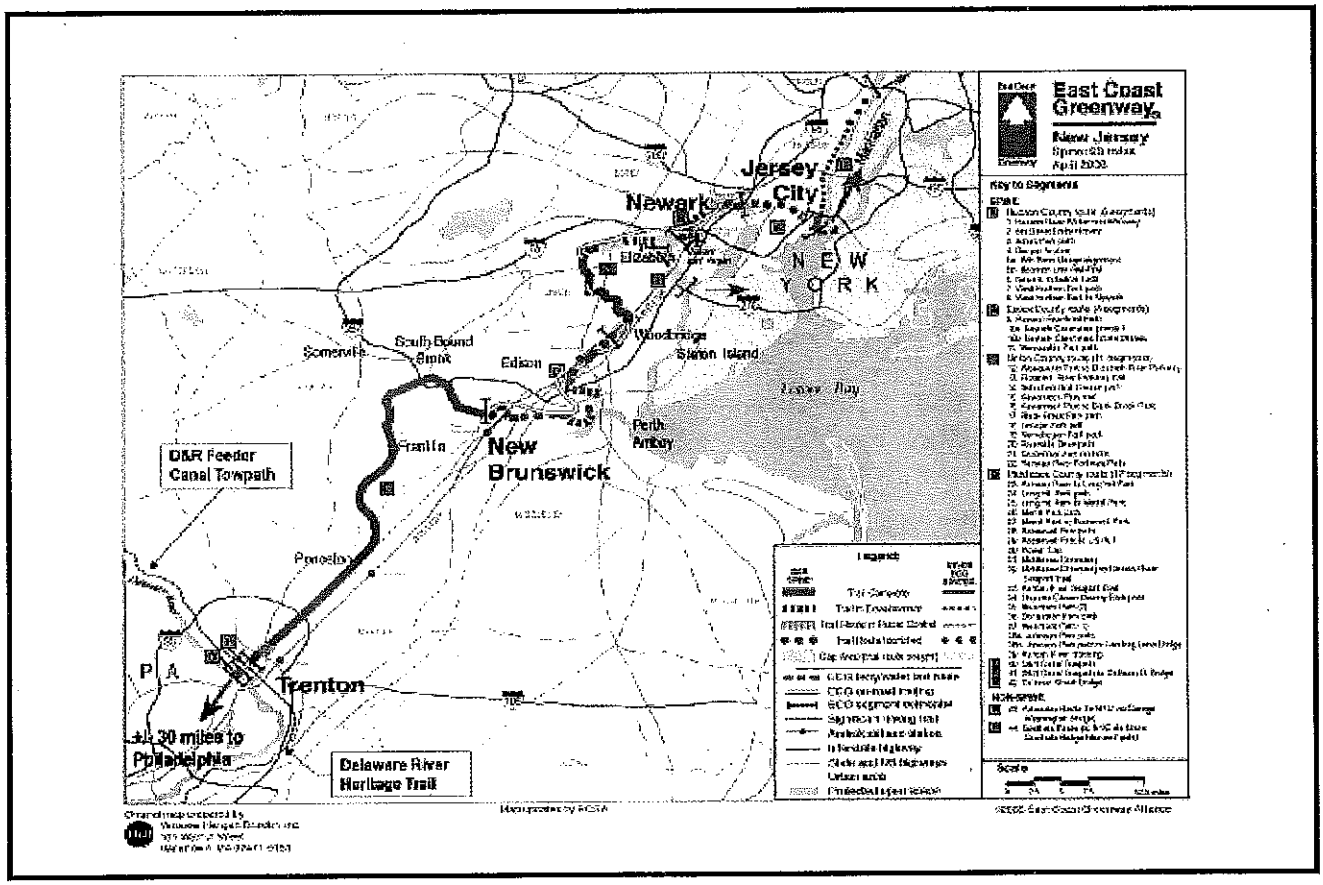


The East Coast Greenway

The East Coast Greenway (ECG) is a long-distance, city-to-city, multi-modal transportation corridor for cyclists, walkers, and other non-motorized users. The goal is to connect existing and planned trails that are locally owned and managed to form a continuous, safe, green route which can be easily identified by the public through signage, maps, user guides, and common services. In total, the Greenway will be a 2,600-mile path linking East Coast cities from Maine to Florida, with 92 miles through New Jersey, attracting residents and visitors alike. The East Coast Greenway is, ideally, an off-road facility with on-road bicycle and sidewalk connections only where necessary. A paved or firm trail surface will accommodate multiple users, including road bicycles and walkers. On-road bicycle facilities and sidewalks will provide for safe bicycling and walking linkages. An estimated 81 percent of the proposed route would be off-road, or 52 of the nearly 64 miles of the ECG through northern New Jersey. The East Coast Greenway may provide another trail through the County. Its proposed path would follow the Bergen Arches from Jersey City and an east-west path across Secaucus and Kearny in the western part of the County.

East Coast Greenway

The East Coast Greenway Route Through New Jersey

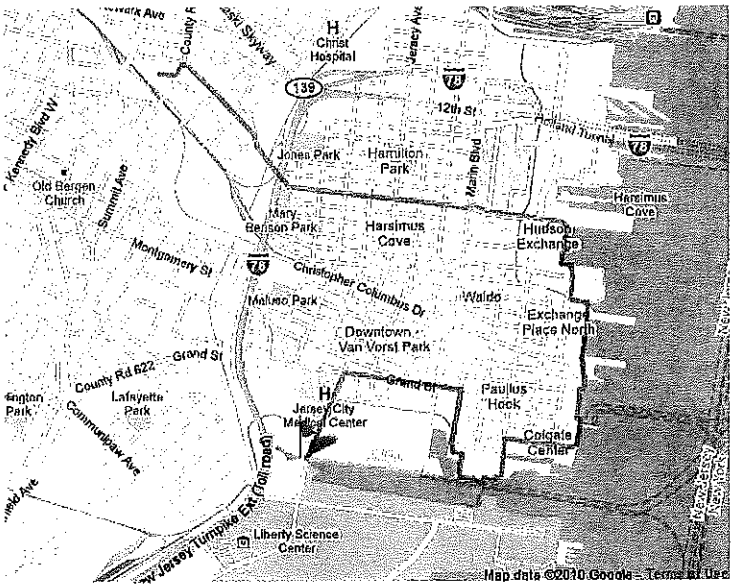


The Liberty Watergap Trail

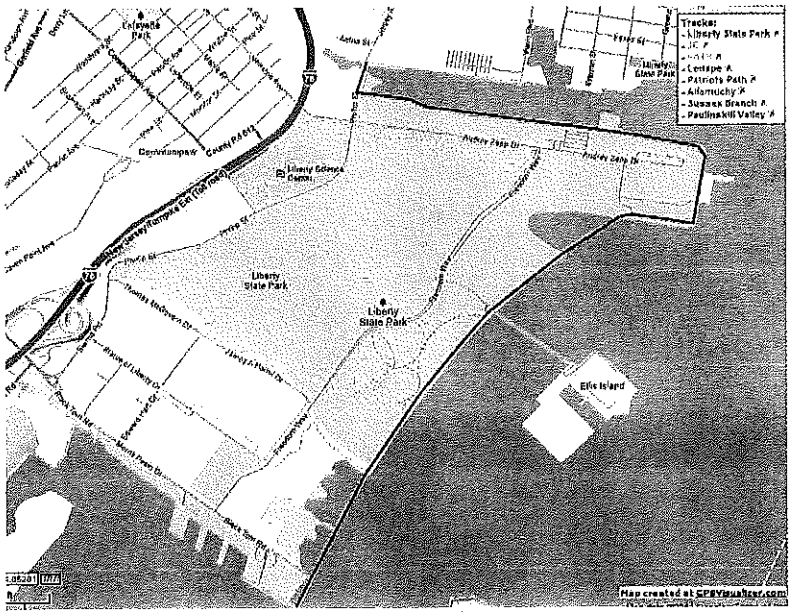
The Liberty Watergap Trail is a 156-mile long trail that runs from Jersey City's Liberty State Park to the Delaware Water Gap National Recreation Area. The trail is designated for non-motorized multi-use recreational activity and connects five counties in New Jersey. Uses along the trail vary depending on compatibility with the environment and policies of park agencies managing existing trails. The trail connects various regions of the state together and is a tourist destination . The Liberty-Water Gap Trail runs 5 miles along the Hudson River Waterfront Walkway.

Liberty Water Gap Trail

Route Through Jersey City



Proposed Liberty State Park Route



Signage Plan

Signage Installation Plan

Phase 1- Jurisdictional Agreements

August / September 2015

Excercise either interlocal agreements or franchise agreements where a sign location or sign post is not under Hudson County jurisdiction. Coordinate with municipal governments, New Jersey Transit, or private entities where applicable in order to develop a maintenance plan for all wayfinding signs.

Phase 2- Purchasing

August 2015

Order Hudson River Waterfront Walkway signs meeting specifications of each location.

Phase 3- Install on Hudson County Property

September / October 2015

Hudson County Department of Roads and Public Property to install "immediate installation" locations where there are existing posts suitable for sign placement.

Phase 4- Install on Existing Posts

September / October 2015

Hudson County Department of Roads and Public Property, applicable relevent municipal agencies, New Jersey Transit, or private entities to install signs at locations under Hudson County jurisdiction and where interlocal agreements have been made.

Phase 5- Install New Posts and Signs

September / October 2015

Hudson County Department of Roads and Public Property, applicable relevent municipal agencies, New Jersey Transit, or private entities to install U-Posts at locations where there is no existing or available post. Install HRWW signs on new u-posts.

Plan A

Goals	Task	Short-Term Goals Implementation					
Purchase	Signage & Bike Racks						
Installation	Along County Roads						
	Along Municipal Roads						
Maintenance	Agreements with Municipalities						
	Along County Roads						
	Along Municipal Roads						
Funding	Apply for Funding						
Planning	Additional Signage & Bike Racks						
		Aug-15	Sep-15	Oct-15	Nov-15	Dec.-15	Feb-15

Plan A

Goals	Task	Long-Term Implementation					
Purchase	Signage & Bike Racks						
Installation	Along County Roads						
	Along Municipal Roads						
Maintenance	Agreements with Municipalities						
	Along County Roads						
	Along Municipal Roads						
Funding	Apply for Funding						
Planning	Additional Signage & Bike Racks						
		Feb-15	Mar-16	Apr-16	May-16	3 Q. 2015	2015-17

Purchase: This plan reflects the Hudson County Division of Planning purchasing all signs & bike racks.

Installation: Signs that are to be located along County Roads should be installed within two-months.

Maintenance: In both Plan A and Plan B, the municipal maintenance agreement discussions would begin immediately.

Funding: The typical grant funding applications are due between January and March.

Planning: The Hudson County Division of Planning would use any acquired funding to create new signage implementation plans.

Plan B

Goals	Task	Short-Term Goals Implementation					
Purchase	Along County Roads*						
	Along Municipal Roads*						
Installation	Along County Roads						
	Along Municipal Roads						
Maintenance	Agreements with Municipalities						
	Along County Roads						
	Along Municipal Roads						
Funding	Apply for Funding						
Planning	Additional Signage & Bike Racks						
		Aug-15	Sep-15	Oct-15	Nov-15	Dec.-15	Feb-15

*Signage & Bike Racks

Plan B

Goals	Task	Long-Term Implementation					
Purchase	Along County Roads*						
	Along Municipal Roads*						
Installation	Along County Roads						
	Along Municipal Roads						
Maintenance	Agreements with Municipalities						
	Along County Roads						
	Along Municipal Roads						
Funding	Apply for Funding						
Planning	Additional Signage & Bike Racks						
		Feb-15	Mar-16	Apr-16	May-16	3 Q. 2015	2015-17

*Signage & Bike Racks

Purchase: This plan reflects the Hudson County Division of Planning purchasing all signs and bike racks that are to be located along County roads. However, the signs along municipal roads would not be purchased until all the maintenance agreements with the municipalities are completed.

Installation: The signs would be installed within two-months along County roads. The signage installation along the municipal roads would be delayed due to the initial formulation of the maintenance agreements and subsequent purchase of signs.

Maintenance: In both Plan A and Plan B, the municipal maintenance agreement discussions would begin immediately. However, the purchasing and installation of signage along municipal roads would not be executed until all municipal maintenance agreements are finalized.

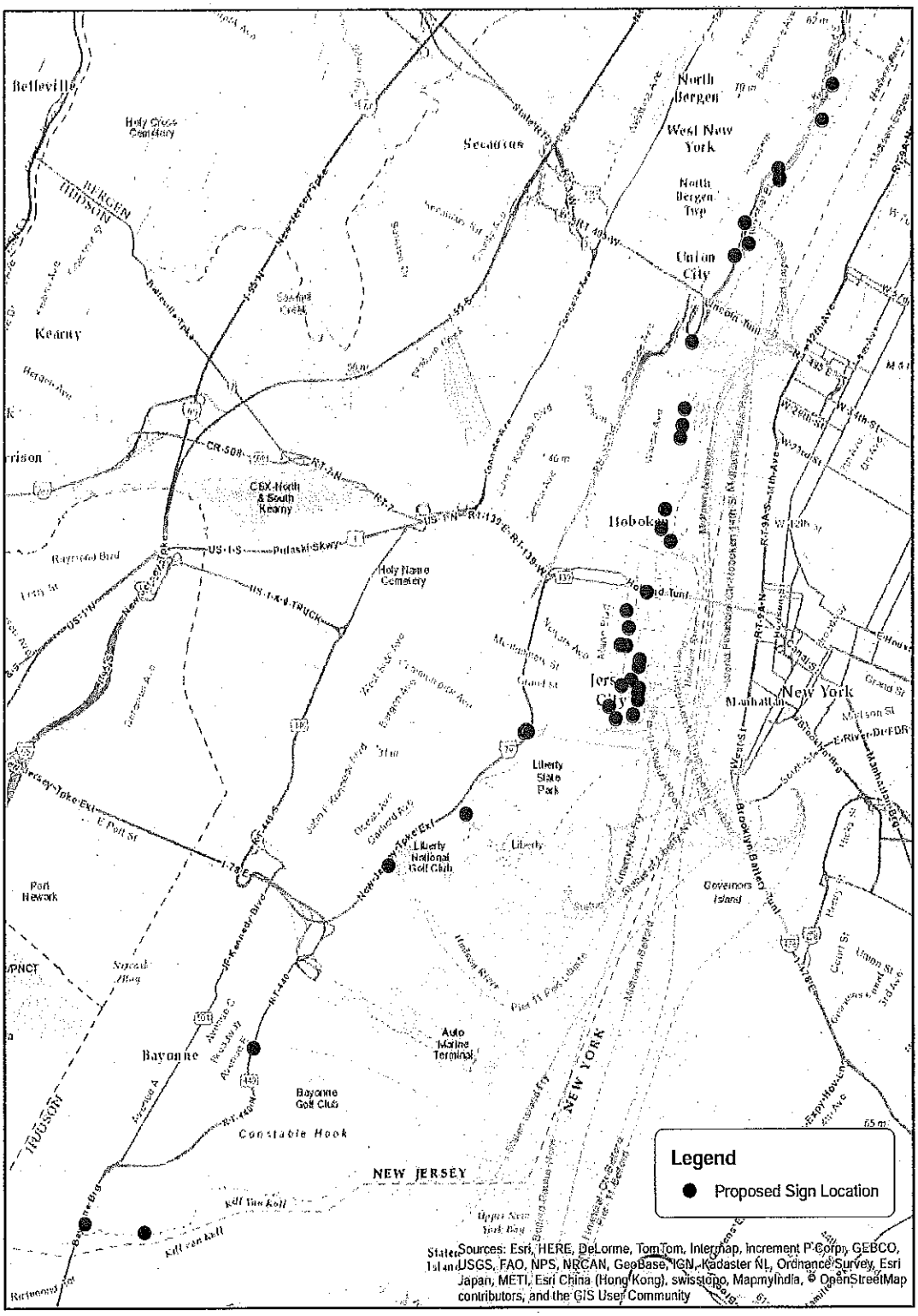
Funding: The typical grant funding applications are due between January and March.

Proposed HRWW Signage

Municipality	Signage Point	Location	Installation Level
Bayonne	1	Kennedy Blvd. & 1st Street	A
	2	Broadway & 1st Street	A
	3	32nd Street & Route 440	A
Jersey City	4	Intersection of Caven Point Road and Chapel Avenue	A
	5	Eastern Approach to the Burma Road Traffic Circle	Option 1 - B; Option 2 - A
	6	HBLR - Liberty State Park - In Front of Station	A
	7	HBLR - Liberty State Park - Intersection of Communipaw Avenue and Johnston Avenue	A
	8	Johnston Avenue - Entrance of LSP	A
	9	Warren Streeet & Morris Street	A
	10	Eastern Terminus of Dudley Street at the Intersection with Washington Street	Option 1-A/ **Option - B**
	11	HBLR - Essex St. - South Side of Platform - Northbound Track	A
	12	HBLR - Essex St. - South Side of Platform - Southbound Track	A
	13	Hudson Street & Grand Street	Option 1-A/ **Option - B**
	14	HBLR - Exchange Place - South Side of Platform	A
	15	HBLR - Exchange Place - North Side of Platform	A
	16	Exchange Path Station	Option 1-A/ **Option - B**
	17	Montgomery Street & Washington Street	Option 1 & 2 -A/ **Option 3 - B**
	18	HBLR - Harborside Financial Center - South Side of Platform	A
	19	HBLR - Harborside Financial Center - North Side of Platform	A
	20	Washington Street & 2nd Street	Option 1-A/ **Option - B**
	21	HBLR - Harsimus Cove - South Side of Platform	A
	22	HBLR - Harsimus Cove - North Side of Platform - Southbound Track	A
	23	HBLR - Harsimus Cove - North Side of Platform - Northbound Track	A
	24	HBLR - Pavonia/Newport	Option 1-A / Option 2-A Option 3 -A / Option 4-B
	25	Newport Parkway & North Boulevard	Option 1-A/ **Option - B**
Hoboken	26	North Corner of Hoboken Terminal Station	A
	27	1st Street & Hudson Street	Option 1, 2, & 3 - A
	28	3rd Street & Hudson Street	A
	29	Intersection of Hudson Street and Sinatra Drive North	Option 1, 2, & 3 - A
	30	Hudson Street & 12th Street	Option 1 & 2 - A
	31	Washington Street & 14th Street	A
Weehawken	32	HBLR - Lincoln Harbor - North Side of Platform	A
	33	Liberty Place and Kennedy Blvd. East - Liberty Steps	A
	34	East of Intersection of Pershing Road and Boulevard East	A
	35	Port Imperial Blvd. near Ferry Terminal	A
West New York	36	Port Imperial Blvd. & Riverwalk Place - Northbound	A
	37	Port Imperial Blvd. & Riverwalk Place - Southbound	A
	38	Anthony Defino Way near WNY Municipal Pool	A
Guttenberg	39	River Road & Lydia Drive	A
North Bergen	40	River Road & 77th Street	A

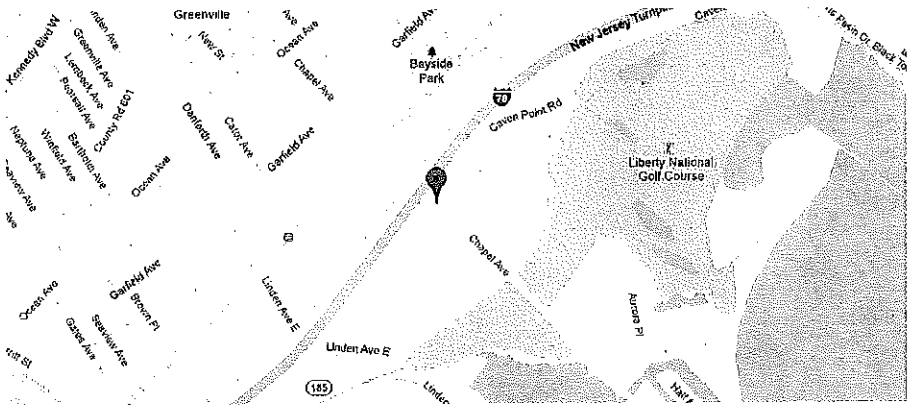
Chart Key	
A	Immediate Installation - Existing Post
B	New Post needed
Bold	Municipal Preference

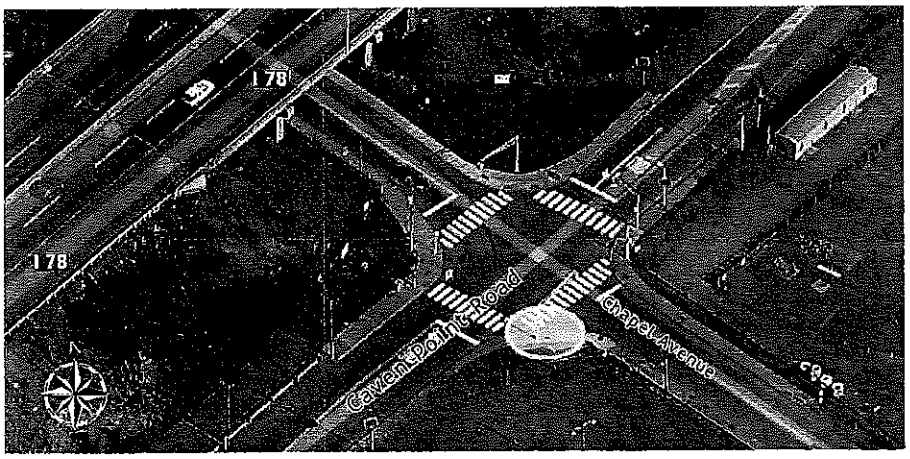
Signage Location Map

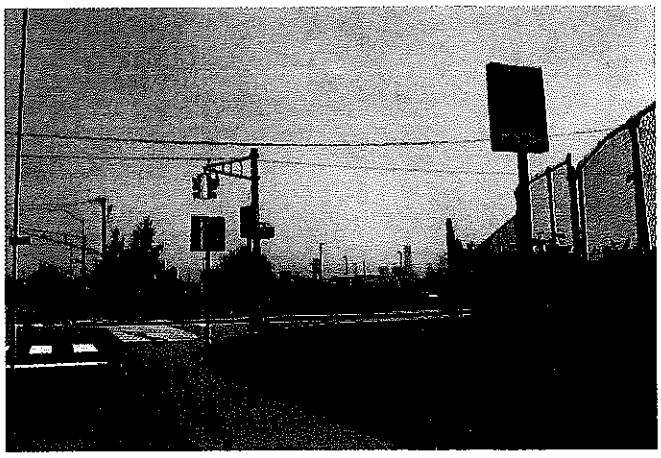


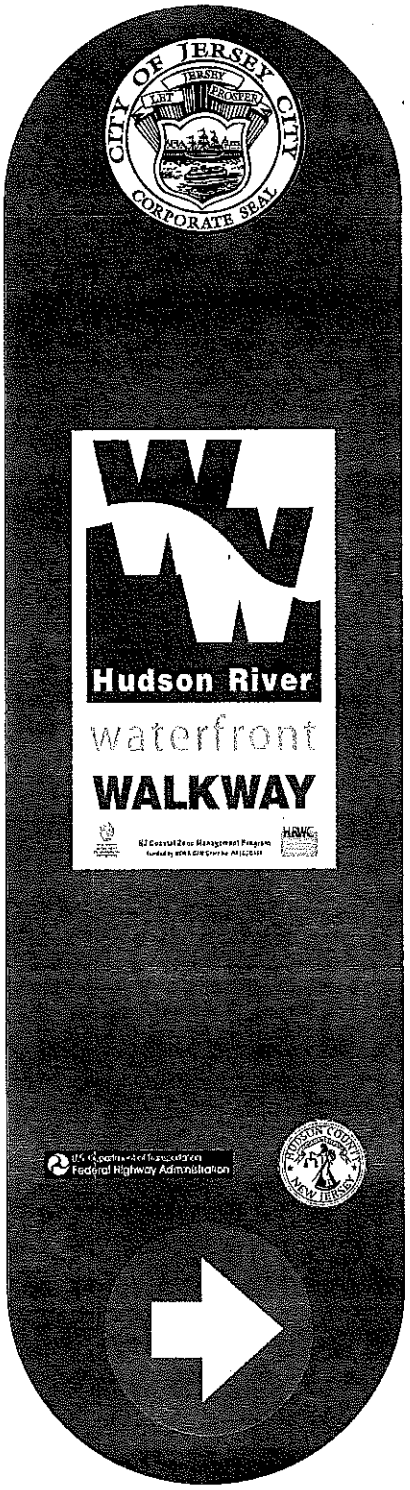
Signage Point #4

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Intersection of Caven Point Road and Chapel Avenue
Posting Options: HRWW signage under "The Pointe" sign on existing pole at Southwestern corner.
Sign Description: City of Jersey City seal, HRWW logo, Hudson County seal, USDOT logo, and right-turn directional arrow.



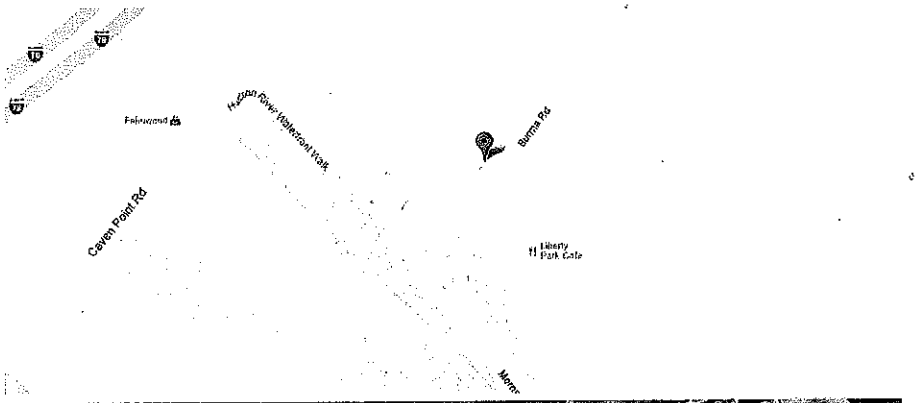


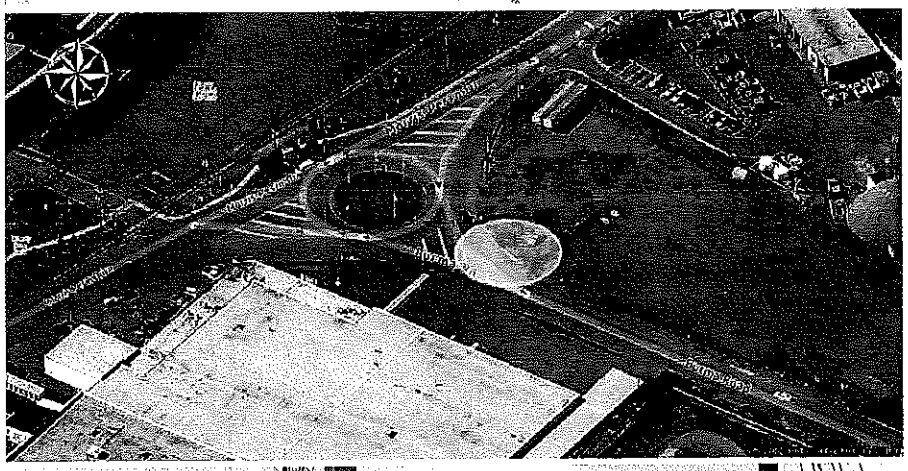




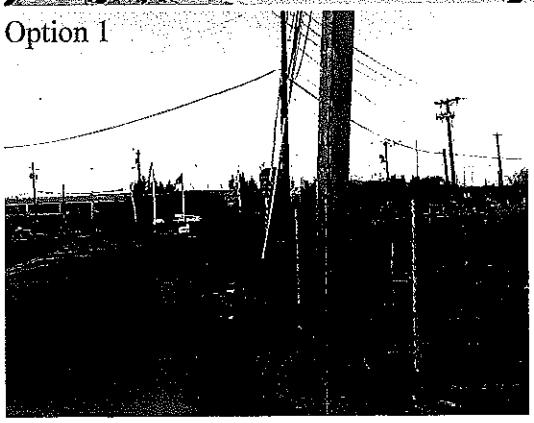
Signage Point #5

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Eastern Approach to the Burma Road Traffic Circle
Posting Options:
1- Install U-Sign Post before existing telephone pole on eastern approach to Burma Road Traffic Circle - facing west bound traffic
2- On existing Bike Lane Sign facing west bound traffic
Sign Description: City of Jersey City seal, HRWW logo, East Coast Greenway logo, Liberty Water Gap trail, USDOT logo, Hudson County seal, and left-turn directional arrow.





Option 1



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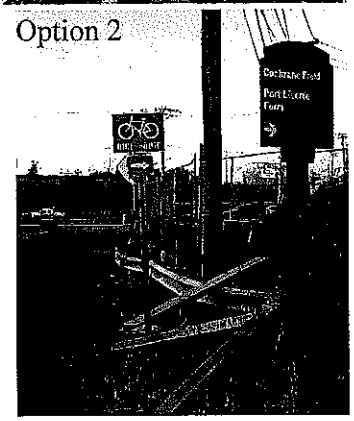
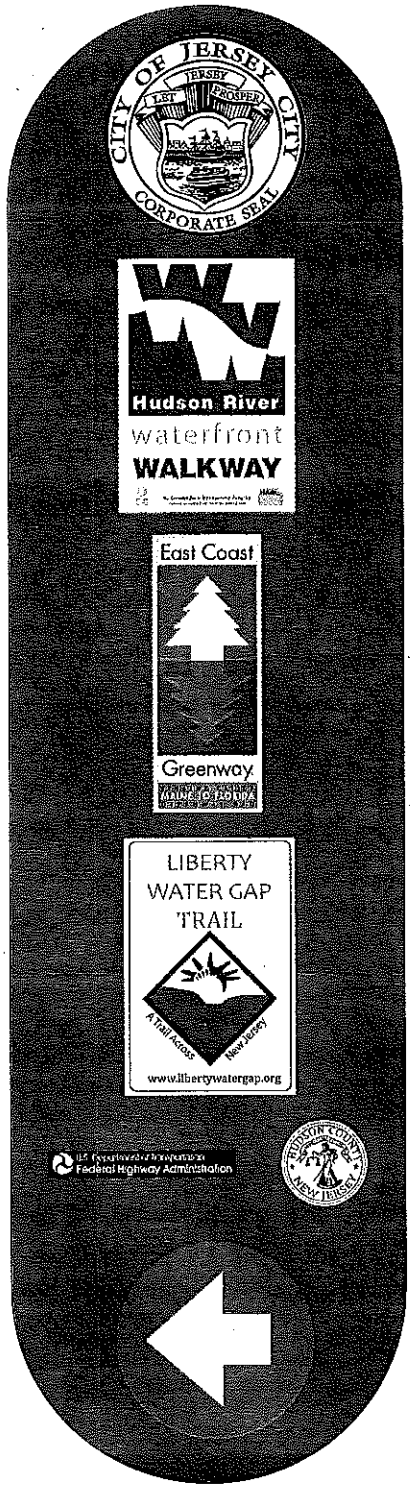
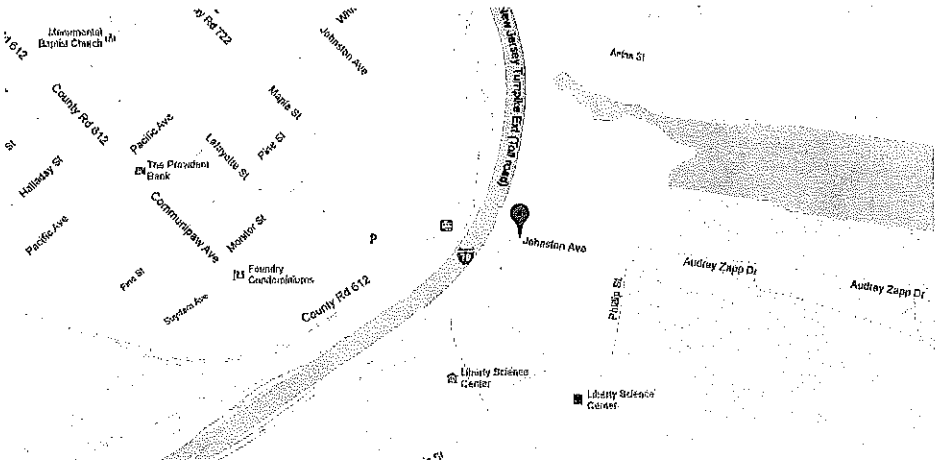
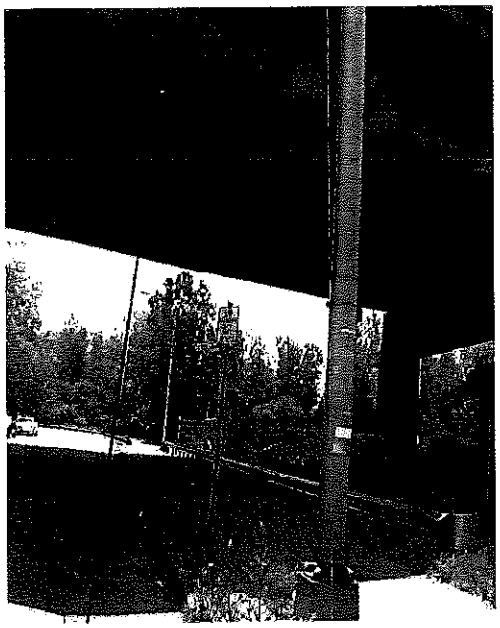


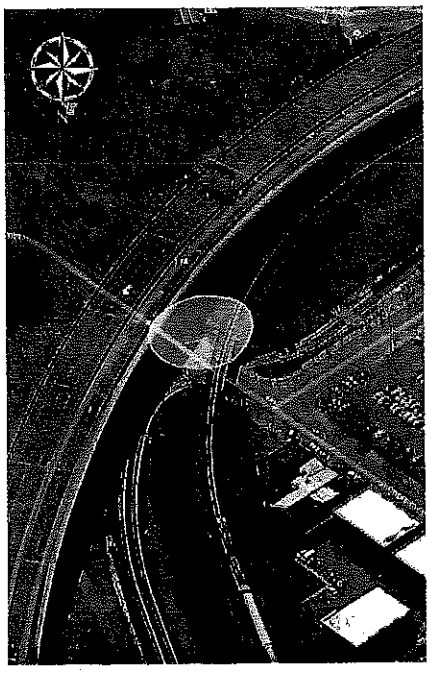


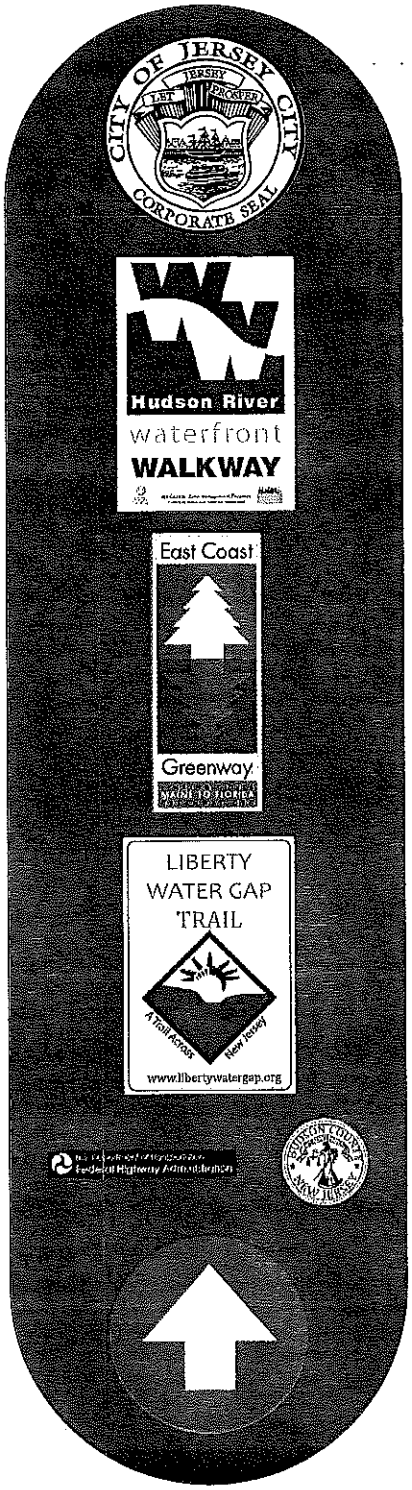
Signage Point #8

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Johnston Avenue entering Liberty State Park
Placement Options: HRWW sign under "No Parking" sign under Turnpike Extension.
Sign Description: City of Jersey City seal, HRWW logo, East Coast Greenway logo, Liberty Water Gap Trail logo, USDOT logo, Hudson County Seal, and forward directional arrow.



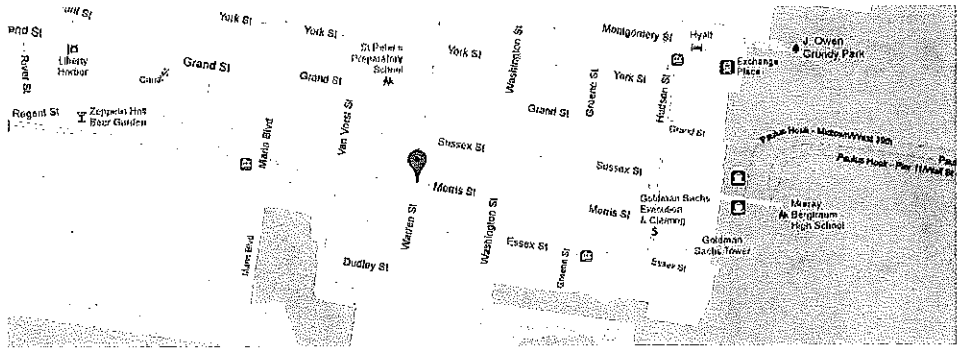


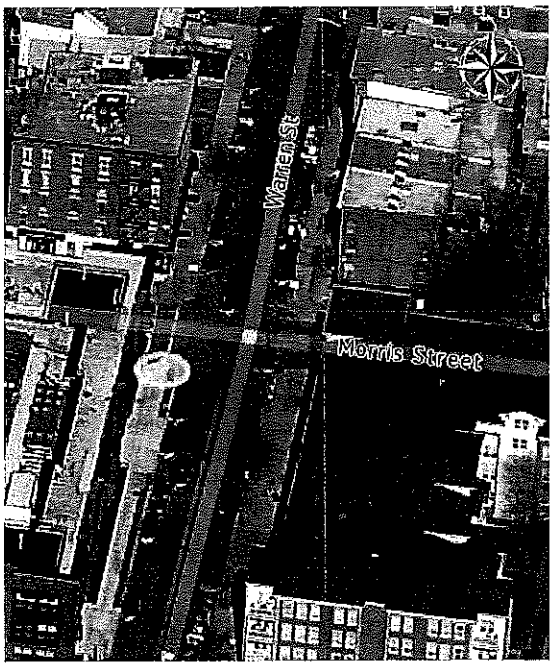


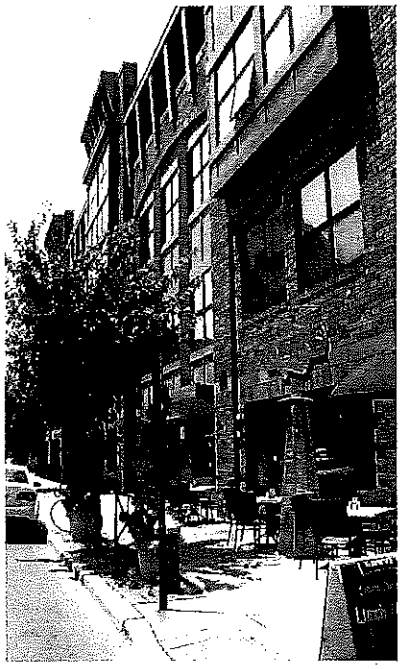


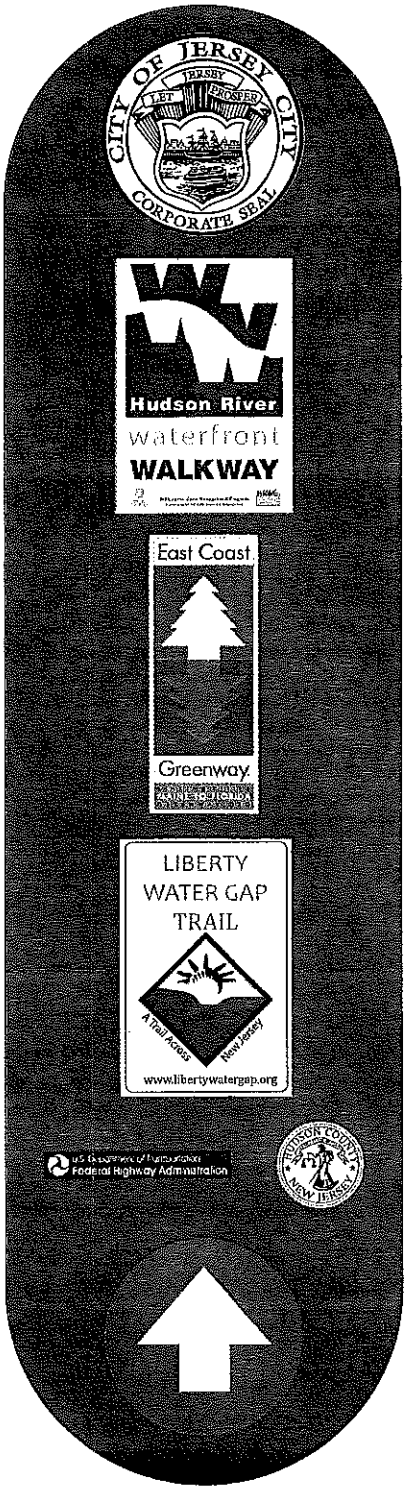
Signage Point #9

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Intersection of Warren Street and Morris Street - southwest corner
Placement Options: Empty sign post facing oncoming traffic on Warren Street. Ready for immediate installation.
Sign Description: City of Jersey City Seal, HRWW logo, East Coast Greenway logo, Liberty Water Gap Trail, USDOT logo, Hudson County seal, forward directional arrow.









Signage Point #10

Municipality: City of Jersey City **Jurisdiction:** Jersey City

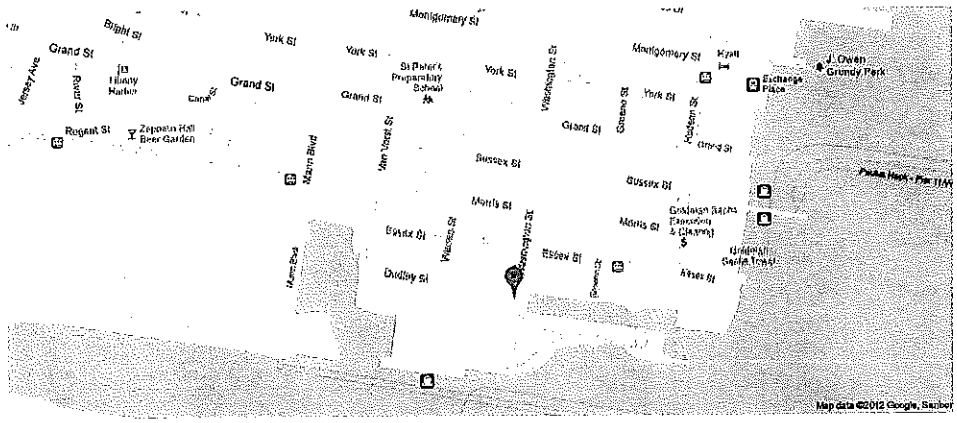
Location: Eastern terminus of Dudley street at the intersection with Washington Street

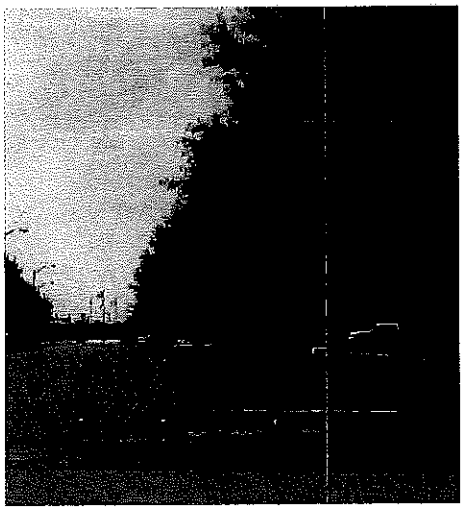
Placement Options:

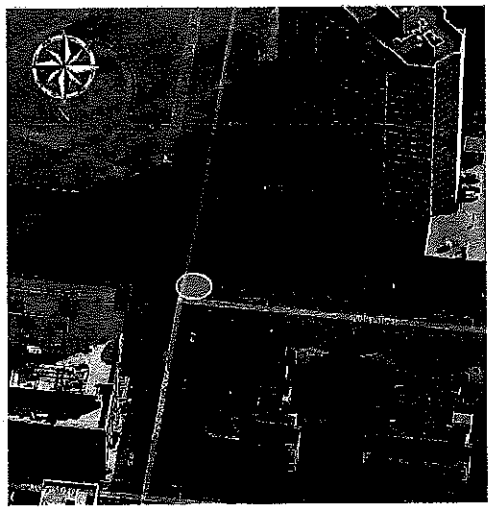
1-HRWW sign below existing "Attention" sign in middle of Washington Street, on right metallic pole. Ready for immediate installation.

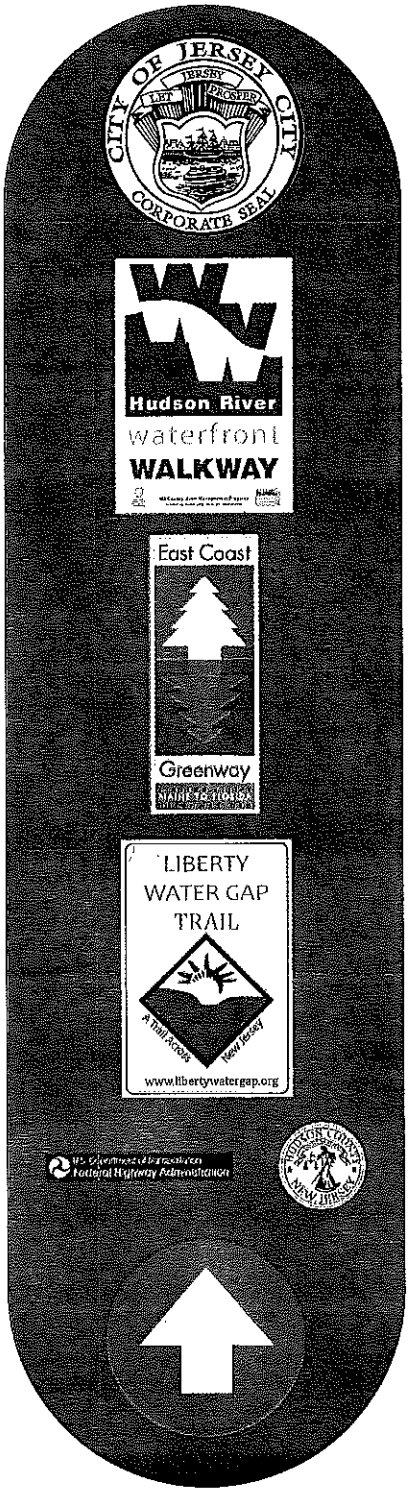
2-Install new U-post in sidewalk (*City's Preference*)

Sign Description: City of Jersey City logo, HRWW logo, East Coast Greenway logo, Liberty Water Gap Trail logo, USDOT logo, Hudson County seal, forward directional arrow.



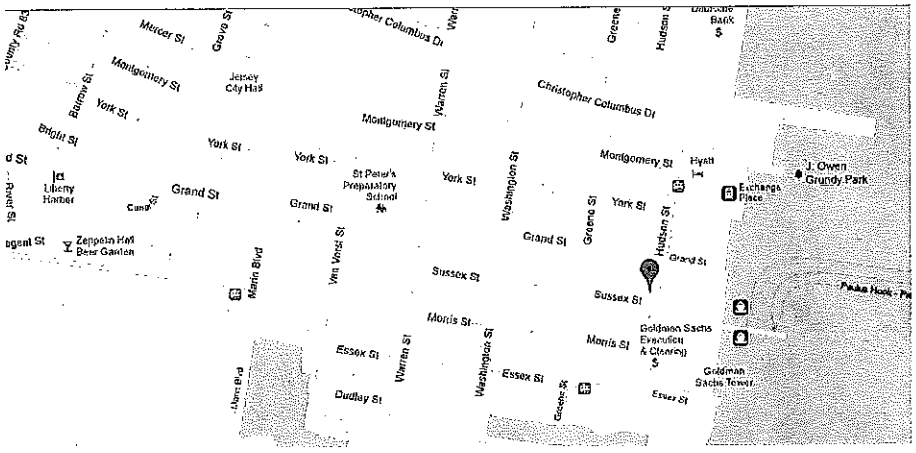


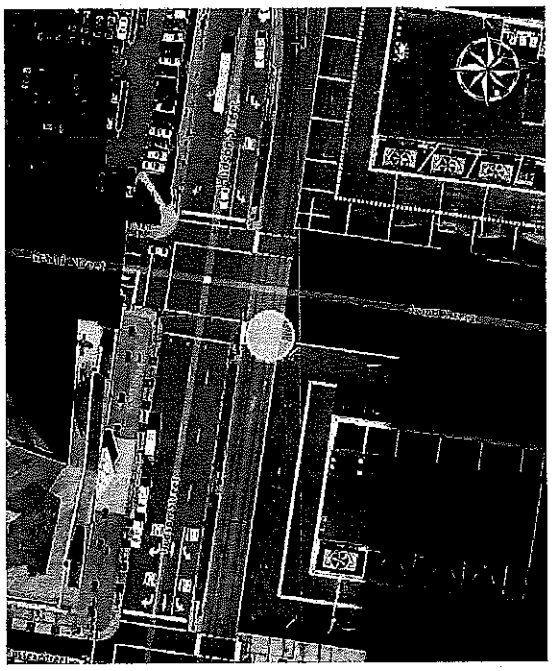


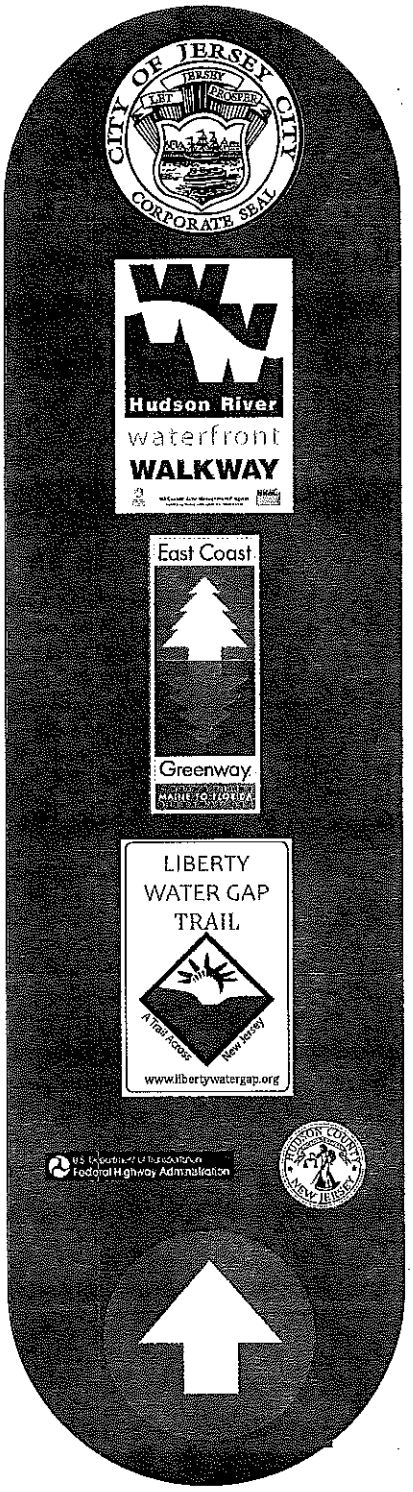


Signage Point #13

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Hudson Street and Grand Street-Southeast corner
Placement Options:
1- HRWW sign under existing bike sign. Ready for immediate installation.
2- Install new U-Post in sidewalk (*City's Preference*)
Sign Description: City of Jersey City, HRWW logo, East Coast Greenway logo, Liberty Water Gap trail, USDOT logo, Hudson County Seal, forward directional arrow.

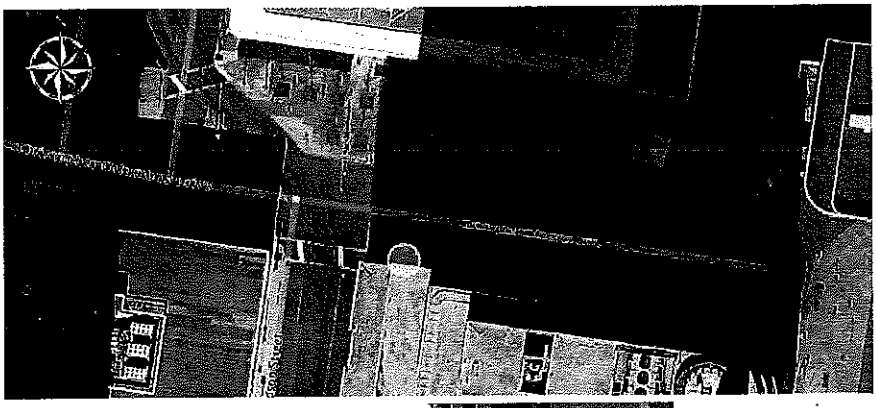


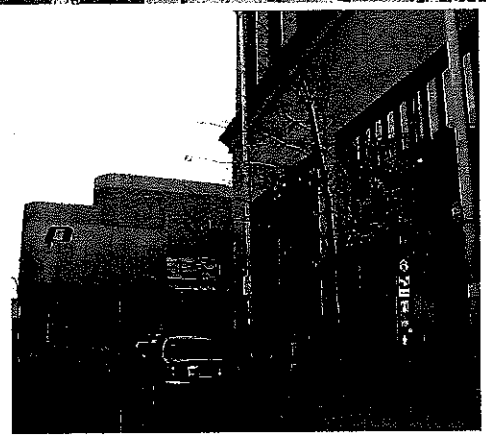


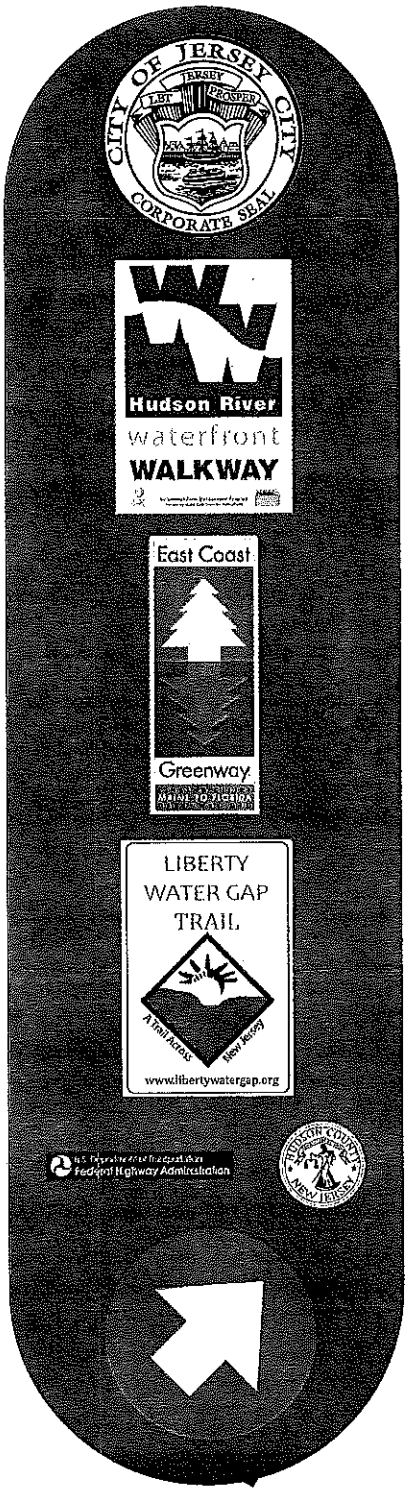


Signage Point #16

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Exchange Place PATH Station at Christopher Columbus Drive and Hudson Street
Placement Options:
1 -HRWW sign under existing bike sign on metallic post. Ready for immediate installation.
2- Install new U-post in sidewalk (*City's Preference*)
Sign Description: City of Jersey City seal, HRWW logo, East Coast Greenway logo, Liberty Watergap Trail logo, USDOT logo, Hudson County Seal, forward and diagonal forward-right arrow.

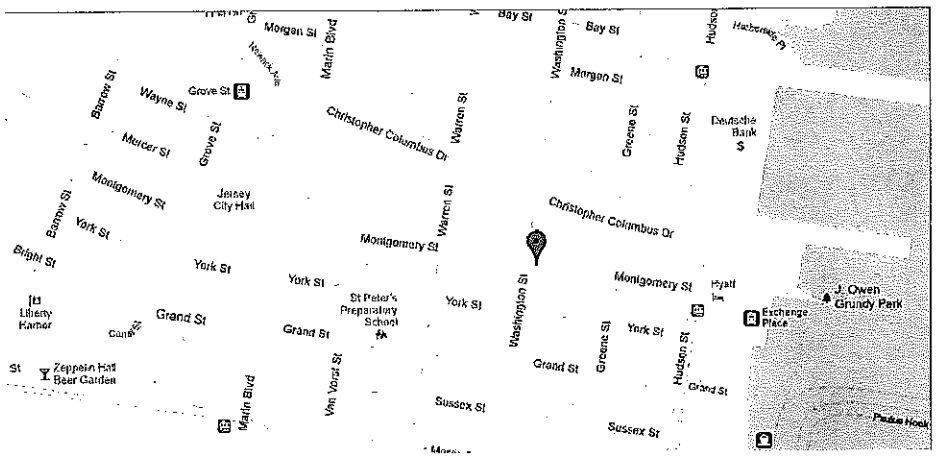


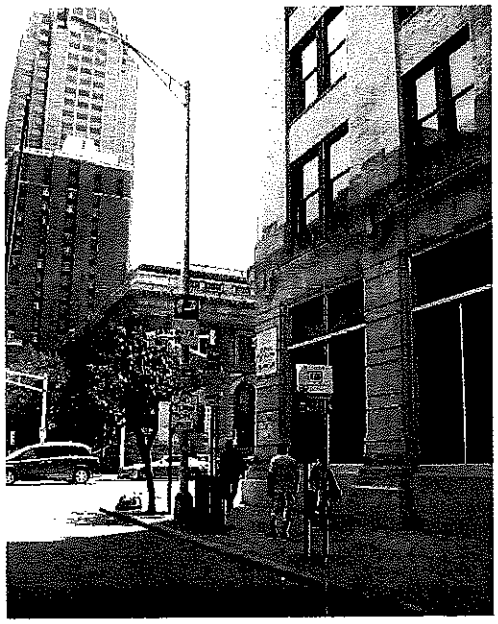


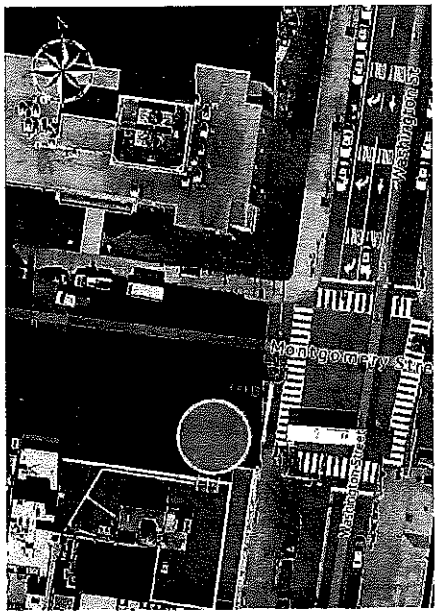


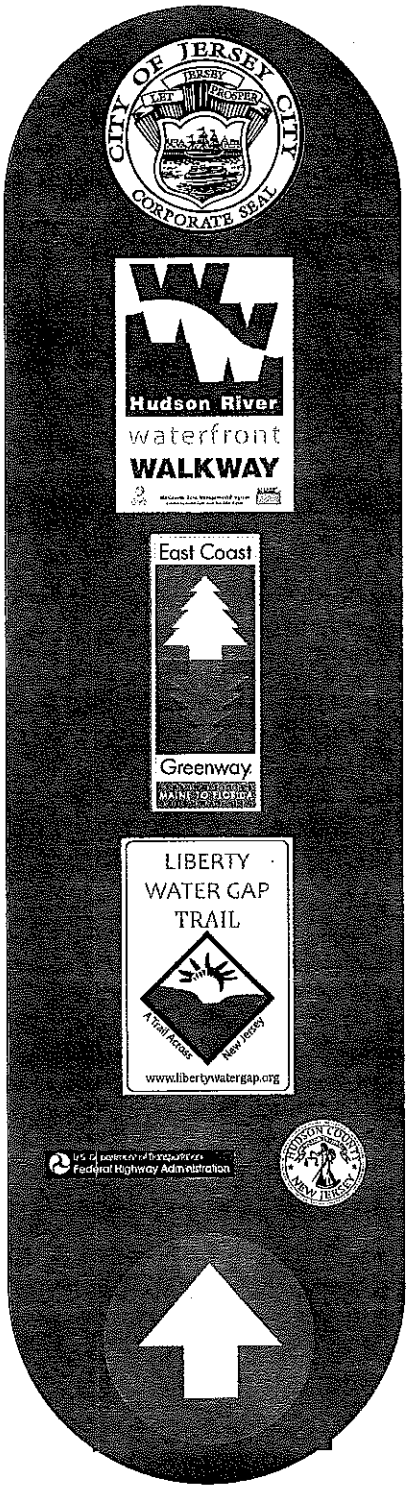
Signage Point #17

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Intersection of Montgomery Street and Washington Street
Placement Options:
1-HRWW sign on existing New York Waterways post.
2-On exiting NJ Transit bus information sign post.
3-Install on new U-Post (*City's Preference*)
Sign Description: City of Jersey City seal, HRWW logo, East Coast Greenway logo, Liberty Watergap Trail logo, USDOT logo, Hudson County seal, and forward directional arrow.



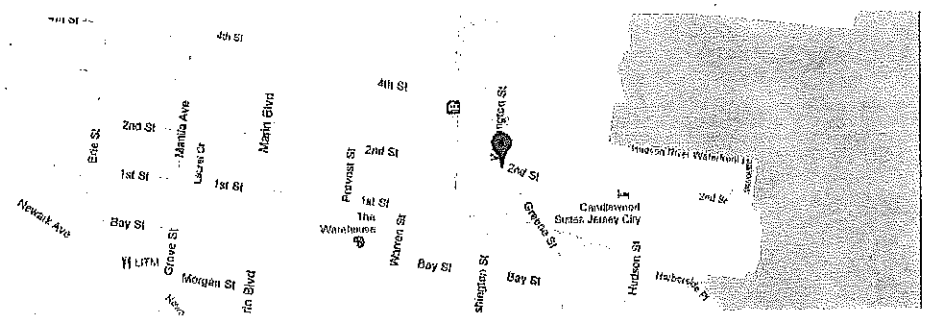


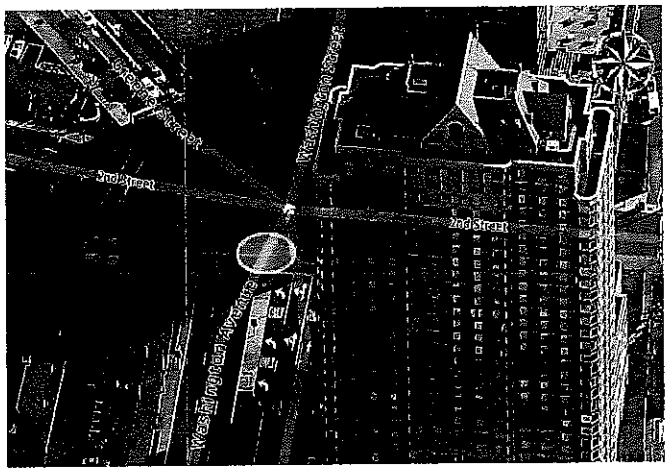


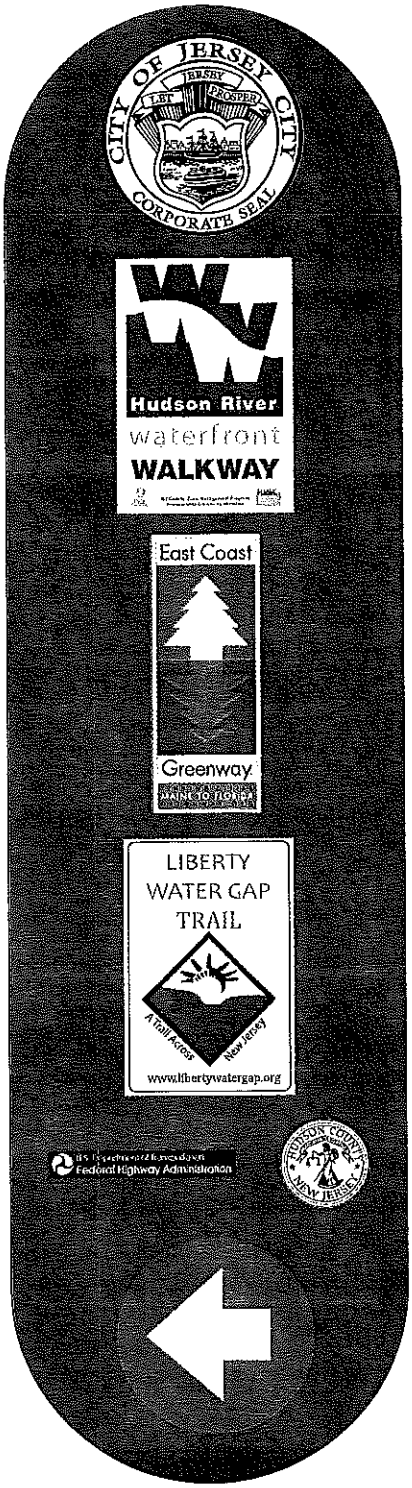


Signage Point #20

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Intersection of Washington Street and 2nd Street
Placement Options:
1- HRWW sign under turn direction sign for 2nd Street facing Eastbound traffic.
2- Install new U-Post in sidewalk (*City's Preference*)
Sign Description: City of Jersey City seal, HRWW logo, East Coast Greenway logo, Liberty Watergap Trail logo, USDOT logo, Hudson County seal, and left directional arrow.

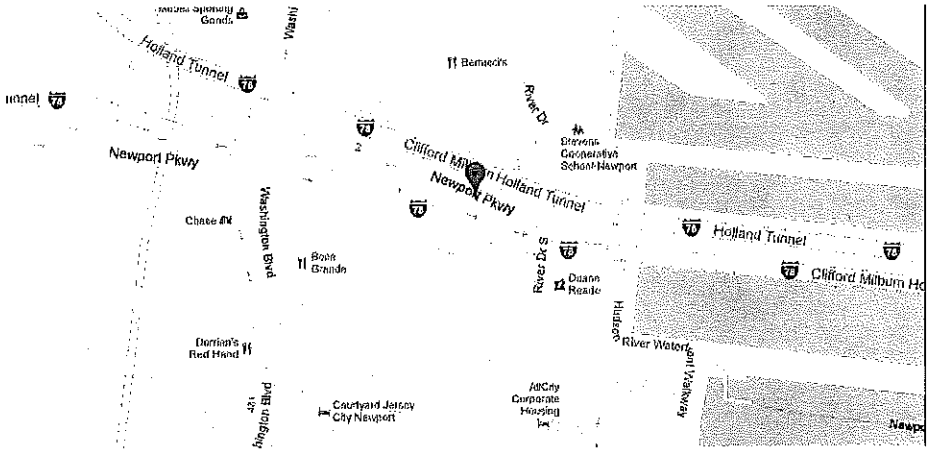


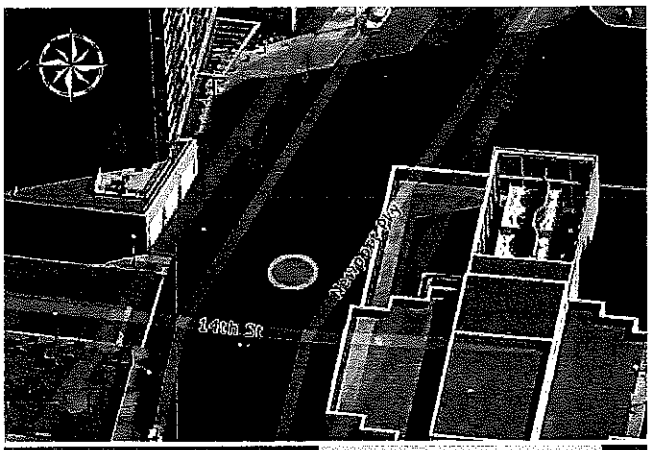


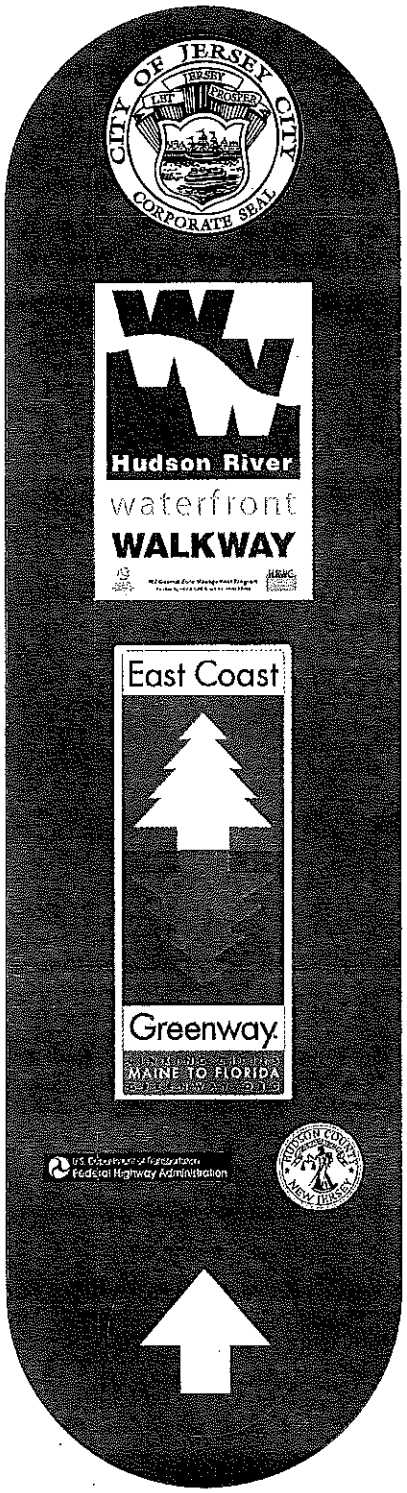


Signage Point #25

Municipality: City of Jersey City **Jurisdiction:** Jersey City
Location: Intersection of Newport Parkway and North Boulevard
Placement Options:
1- HRWW Sign on existing sign post under "Ice Rink Open" sign.
2- Install new U-post in sidewalk (*City's Preference*)
Sign Description: City of Jersey City seal, HRWW logo, East Coast Greenway logo, USDOT logo, Hudson County seal, forward directional arrow.







Bicycle Rack Plan

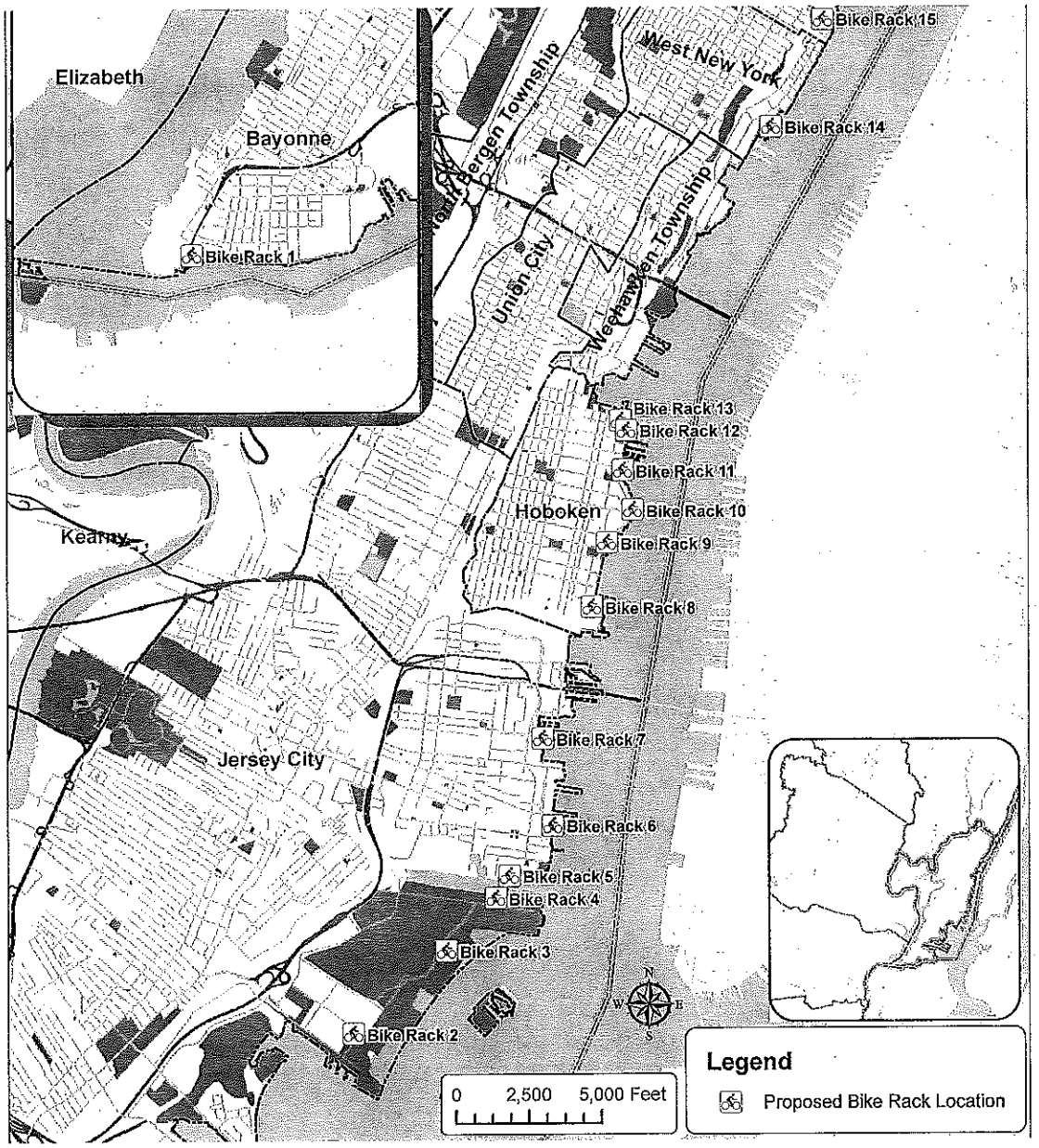
Bicycle Racks

Municipality	Bike Rack #	Location	Surface Type	Installation Level	Bike Rack Capacity	Quanity	Color
Bayonne	1	Kennedy Blvd. & 1st Street	Option 1 & 2 - P	C	5	2	No Color
Jersey City	2	LSP - "Freedom Field" Picnic Pavilions	U	B	7	1	Black
	3	LSP - Green Park Area	U	B	5	1	No Color
	4	LSP- Liberty Landing Ferry Stop	U	B	7	1/2	No Color
	5	LSP - Penisula Park	Option 1 - P/ Option 2 - U	B	7	1	No Color
	6	JC - Exchange Place	P	C	5	1	Black
	7	JC - End of 6th Street (Thomas Gangemi Dr.)	P	C	7	1	Black
Hoboken	8	Sinatra Dr. at Newark Ave.	U	B	7	1	Black
	9	Sinatra Dr. near 5th St.	P	B	5	1	No color
	10	Sinatra Dr. between 8th & 9th ave.	P	B	7	1	Black
	11	Sinatra Dr. near 11th Street	U	C	7	1	Black
	12	Sinatra Dr. North & 14th Street	P	B	7	1	Black
	13	Sinatra Dr. North & 15th Street	P	B	5	1	Black
West New York	14	Eastern End of Riverwalk Place	P	C	5	1	Black
Guttenberg/North Bergen	15	River Road - Site of Upcoming Park	U	B*	7	2/3	No color

LSP = Liberty State Park; * = Along with Construction schedule

Chart Key	
Abrev.	**Surface Type**
P	Paved
U	Unpaved
Abev.	**Installation Level**
A	County Property
B	Permission of Entity/Maintenance Agreement Required
C	Permission of Entity/Maintenance Agreement Required

Bike Rack Location Map



Bicycle Rack Installation Plan

Implementation Details:

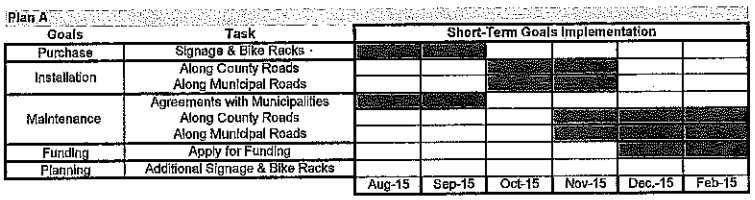
Jurisdictional Agreements: Excercise either interlocal agreements or franchise agreements where a bike rack location does not fall under the jurisdiction of Hudson County. Coordinate with municipalities and developers (on private property locations) and develop a maintenance plan for the upkeep of bicycle racks.

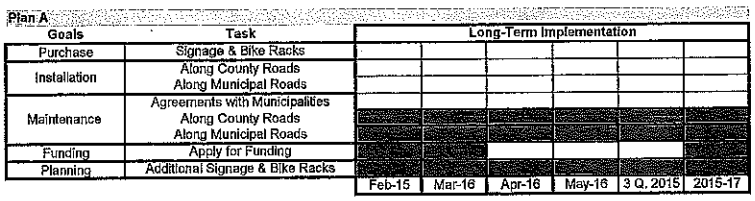
Purchase: Order bike racks that meet local ordinances for each municipality.

Installation: Install bike racks at locations under Hudson County jurisdiction and where interlocal agreements have been executed.

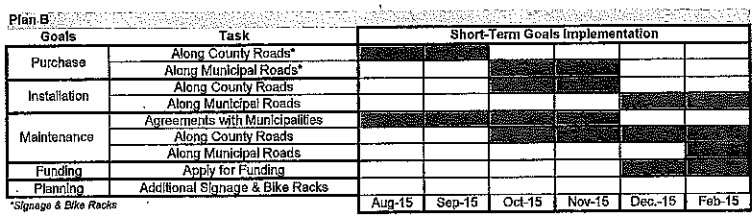
Public Outreach: Notify the public through the Hudson County website and municipal websites of the addition and availability of new bike racks along Hudson River Waterfront Walkway.

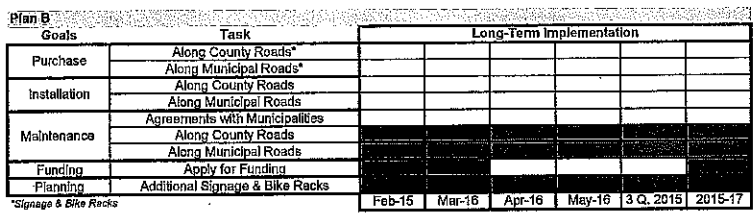
Considering these details, the County has formulated two schedule options for implementation:





Purchase: This plan reflects the Hudson County Division of Planning purchasing all signs & bike racks.
Installation: Signs that are to be located along County Roads should be installed within two-months.
Maintenance: In both Plan A and Plan B, the municipal maintenance agreement discussions would begin immediately.
Funding: The typical grant funding applications are due between January and March.
Planning: The Hudson County Division of Planning would use any acquired funding to create new signage implementation plans.

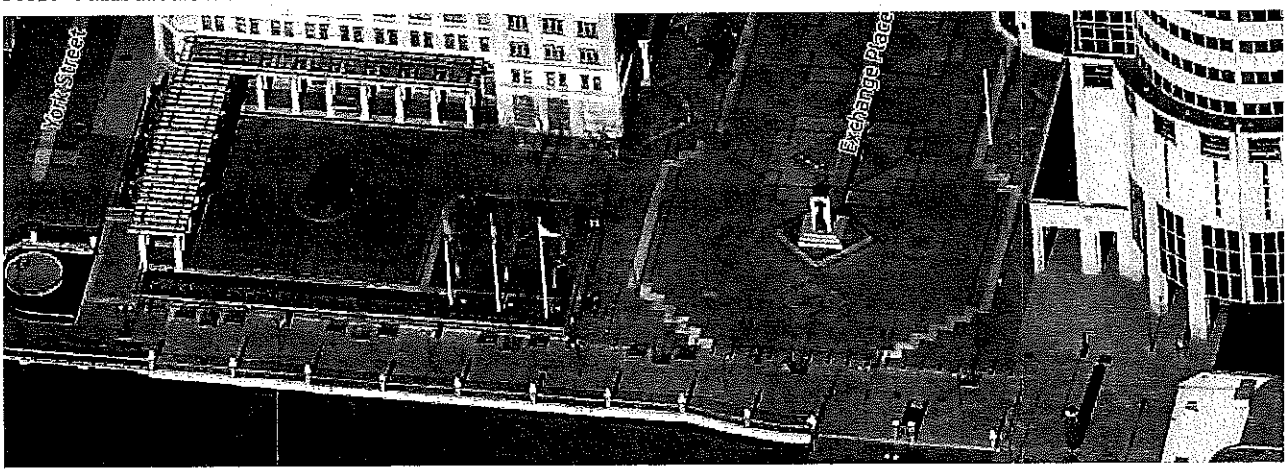




Purchase: This plan reflects the Hudson County Division of Planning purchasing all signs and bike racks that are to be located along County roads. However, the signs along municipal roads would not be purchased until all the maintenance agreements with the municipalities are completed.
Installation: The signs would be installed within two-months along County roads. The signage installation along the municipal roads would be delayed due to the initial formulation of the maintenance agreements and subsequent purchase of signs.
Maintenance: In both Plan A and Plan B, the municipal maintenance agreement discussions would begin immediately. However, the purchasing and installation of signage along municipal roads would not be executed until all municipal maintenance agreements are finalized.
Funding: The typical grant funding applications are due between January and March.
Planning: The Division would use any acquired funding to create new signage implementation plans.

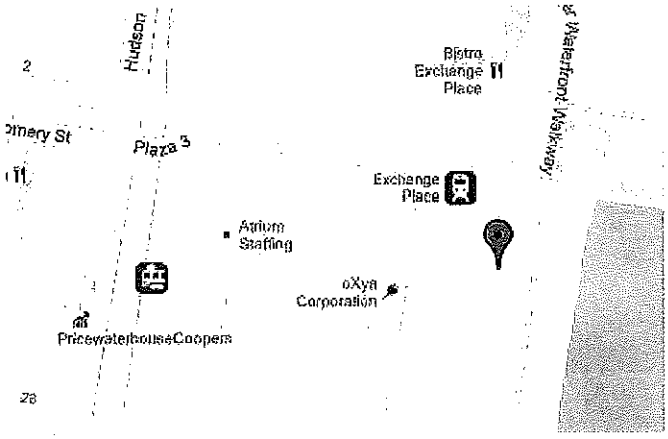
Bicycle Rack #6

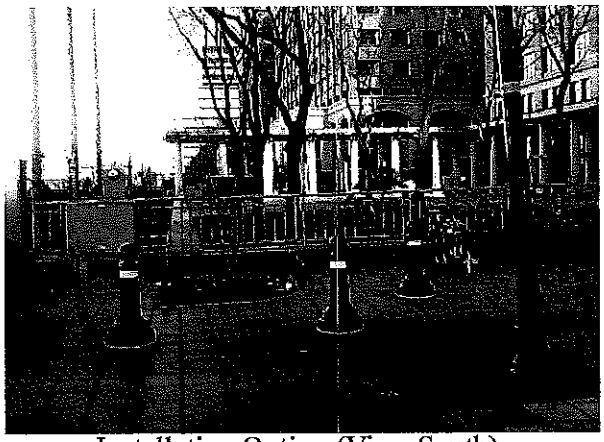
Municipality: Jersey City **Jurisdiction:** Private (Hartz Mountain?) - to be confirmed
Location: Exchange Place
Installation Options: Next to existing rack, behind the bollards.
Other Inspection Observations: Many other bike racks along the Walkway are installed into the similar surface; should keep with the uniform color of black. There are multiple gates for entry, which limits installation options.
Notes: Jurisdiction to be confirmed.



Existing Bike Rack

Installation Option Next to Existing Rack



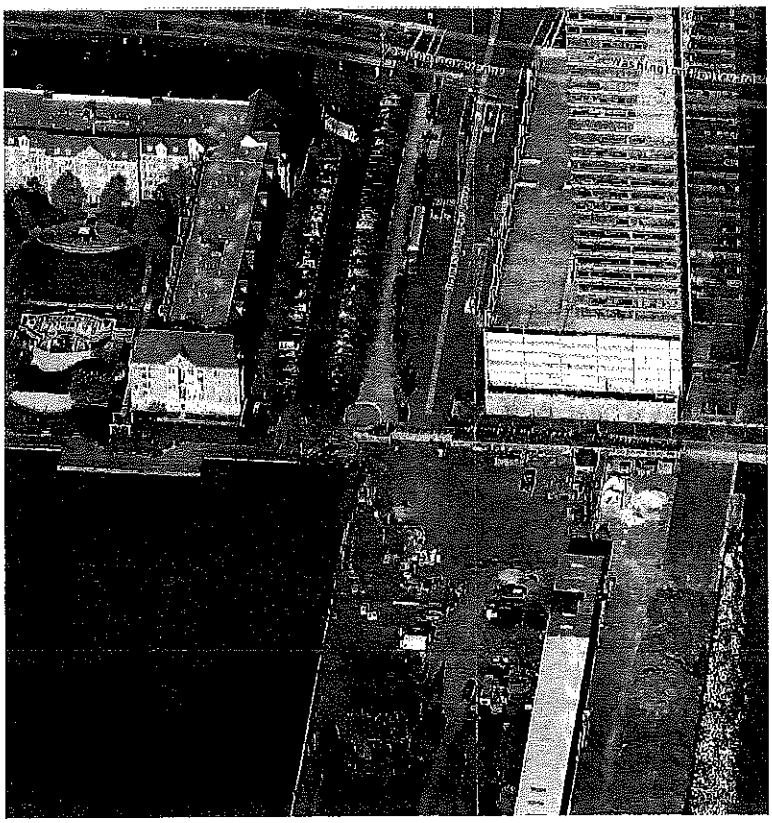


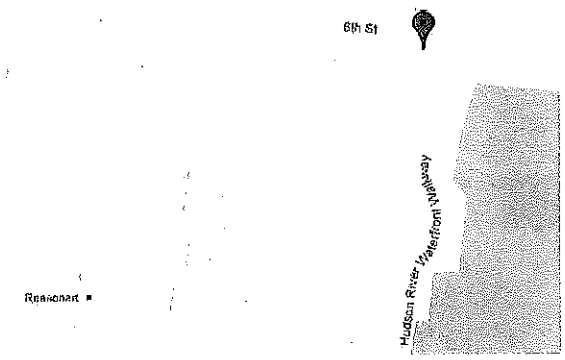
Installation Option (View South)

Bicycle Rack #7

Municipality: Jersey City **Jurisdiction:** City of Jersey City/Private - to be confirmed.
Location: Eastern Terminus of 6th Street (Thomas Gangemi Drive.)
Installation Options: Install on the pavement at the least intrusive position at this junction of the Waterfront Walkway.
Other Inspection Observations: Many other bike racks along the Walkway are installed on similar surfaces; should keep with the uniform color of black.
Notes: Jurisdiction to be confirmed.

Sign at the Junction of the Walkway





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

City Clerk File No. Res. 16.540

Agenda No. 10.Y

Approved:

TITLE:

RESOLUTION AUTHOI VITH EDEN WOOD REALTY, LLC OF NEW E CITY OF JERSEY CITY TO ENTER PROPI USE SPACE IN THE LICENSOR'S BUILDING ECTION WITH THE JERSEY CITY ART AND 2016

WITHDRAWN

COUNCIL moved adoption of the following resolution:

WHEREAS, the City of Jei ual Jersey City Art and Studio Tour ("Tour") on Oct

WHEREAS, the City desires to use in connection with the Tour the entire building and adjacent driveways consisting of approximately 40,000 interior square feet at 150 Pacific Avenue ("Property") that is owned by Eden Wood Realty, LLC and

WHEREAS, Eden Wood Realty, LLC agrees to permit the City to enter onto its Property for the purpose of conducting an art exhibition which includes live music, performance art, and refreshments provided that the City executes the License Agreement attached hereto; and

WHEREAS, the License Agreement requires that the City indemnify Eden Wood Realty, LLC; and

WHEREAS, the License Agreement requires that the City pay the cost of all utilities used by the City in connection with the City's use of the Property; and

WHEREAS, the estimated cost of the utilities is $500.00; and

WHEREAS, funds in the amount of $500.00 are available in Account no. 01-201-20-112-304; and

WHEREAS, the License Agreement requires that the City provide a Certificate of Insurance that names Eden Wood Realty, LLC as additional insured.

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

1. The City and its employees, agents, or contractors are authorized to enter onto Eden Wood Realty, LLC Property located at 150 Pacific Avenue, New Jersey to perform the activities described in the License Agreement attached here to; and

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.540

Agenda No. 10.Y

TITLE: **RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH EDEN WOOD REALTY, LLC OF NEW JERSEY II (LICENSOR) ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY THE LICENSOR TO USE SPACE IN THE LICENSOR'S BUILDING AT 150 PACIFIC AVENUE IN CONNECTION WITH JERSEY CITY ART AND STUDIO TOUR ON OCTOBER 7, 8 & 9, 2016**

2. Subject to such modif ·opriate by Corporation Counsel, the Mayor ɔ execute the License Agreement attached h

WITHDRAWN

3. The term of the Lice ıday, August 22, 2016 through, Sunday, Nov

I _____, Donna at funds in the amount of $100.00 are available in Accoun

Operating Account	Purcahse Order No.	Amount
01-201-20-112-304		$500.00

EC
8/3/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
HALLANAN				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 LICENSE AGREEMENT WITH EDEN WOOD REALTY, LLC OF NEW JERSEY II (LICENSOR) ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY THE LICENSOR TO USE SPACE IN THE LICENSOR'S BUILDING AT 150 PACIFIC AVENUE IN CONNECTION WITH JERSEY CITY ART AND STUDIO TOUR ON OCTOBER 7, 8 & 9, 2016

Project Manager

Department/Division	Cultural Affairs	
Name/Title	Elizabeth Cain	Director
Phone/email	(201) 547-4303	ECain@jcnj.org

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

Contract Purpose

Cost (Identify all sources and amounts)

$500 for cost of utilities.

Contract term (include all proposed renewals)

Type of award License Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

8/9/16

Date

10.Y. RES 16.540

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LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "Licensee" or City") and Eden Wood Realty, LLC (hereinafter referred to as "Licensor"), whose address is 47 Parsippany Rd, Whippany, NJ 07981.

By this Agreement the Licensor grants permission to the City to enter onto property owned by the Licensor which is known as Building "O" located at 150 Pacific Avenue (hereinafter referred to as the "premises"). City intends to use the premises for the purposes of the annual Jersey City Art and Studio Tour on October 7, 8 & 9, 2016. City is permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

1. The term of this License Agreement shall start on the date of execution by the City and Licensor and shall end on ~~November 7~~October 31, 2016.

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~~2.~~ The City shall be permitted to use the entire building and adjacent driveways consisting of approximately 40,000 interior square feet at ~~150 Pacific Avenue for the following activities:~~

~~(a) to enter onto~~ the premises for the sole purpose of conducting a public art exhibition which includes live music, performance art, and refreshments, including the installation and removal of all equipment and property necessary for such purposes.

2. Use of the premises for activities other than those listed above are permitted only upon the review and written approval of Licensor ~~Officials~~.

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3. Any damage to property owned by or under the jurisdiction of the Licensor resulting from or in any way arising out of the use of the premises by the City will be repaired by the City at its own cost and expense. If the City fails to make such repairs within a reasonable time after being requested to do so, the Licensor shall have the right to make such repairs and the City agrees to reimburse the Licensor for all costs and expenses thereof.

4. The City agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein, and/or as a result of any conditions created by the City in the premises. The City further agrees to indemnify and hold harmless the Licensor, its officers, directors, employees, members, managers or agents from and against any and all claims, suits and demands based upon ~~any~~or arising out of the ~~risks so assumed~~City's use and/or occupancy of the premises, and for all costs and

expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the City shall, at no cost or expense to the Licensor, defend against such claims.

5. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

6. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the Licensor, nor is it intended to relieve the City from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

7. The entire agreement between the Licensor and City is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

8. Licensor officials, officers, directors, employees, members, mangers, or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof. Licensor's liability hereunder shall be limited to the equity interest of Licensor in the premises, and no other assets of Licensor shall be subject to any liability or claim arising out of this Agreement.

9. The Licensor shall not be responsible for any loss or theft sustained by the City ~~during~~or any of its guests, invitees, licensees, employees, agents, or contractors, during the City's use of the premises.

~~10. The~~10. Upon the execution of this License Agreement, the City shall provide the Licensor with a Certificate of Insurance that shall name the Licensor as an additional insured. The amount of the insurance shall be:

a) Comprehensive General and Auto Liability in the amount of $5,000,000 per occurrence and $5,000,000 in aggregate.

b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000.

All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the City's use of the ~~property~~premises shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as

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authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

11. All equipment installed or used by the City in connection with its use of the premises ~~that may be removed without damage to the Licensor's premises~~ shall ~~be deemed to be~~remain the property of the City and shall be removed by it at the termination of the use of the ~~Premises~~premises by ~~November 11~~October 31, 2016. In the event that the same is not removed, after reasonable efforts are made to contact the City, the same shall be deemed abandoned after ~~November 11~~October 31, 2016 and the Licensor shall have the right to dispose of the same and charge the City for any cost of disposing thereof.

~~12. The~~12. Upon the execution of this License Agreement, the City shall provide in writing to the Licensor the name(s) of authorized representative(s) of the City who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the City.

13. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Eden Wood Realty, LLC

47 Parsippany Road
Whippany, NJ 07981

City: Elizabeth Cain
Director of Cultural Affairs
280 Grove Street
Jersey City, NJ 07302

Robert J. Kakoleski
Business Administrator
280 Grove Street
Jersey City, NJ 07302

~~17~~14. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of the City. The City shall not

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assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement.

~~18~~15. All of the above terms and conditions shall be binding on the City, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

~~19~~16. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

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17. In addition to all rights and remedies to which Licensor may be entitled at law or in equity, in the event that Licensee defaults in any of its obligations under this License Agreement, Licensor shall have the right, upon notice to the City, to immediately terminate this License Agreement and the license granted hereunder, and Licensor shall the right, at its option, to re-enter the premises and to remove all personalty, property and equipment of the City, at the sole cost and expense of the City.

18. The City shall ensure that all of its guests, invitees, licensees, employees, agents, or contractors shall park their cars only in those portions of the parking area as may be designated for that purpose by Licensor.

19. The City shall use its best efforts to ensure that the City's use of the premises shall not interfere with the use or occupancy by other tenants within the office/warehouse complex in which the premises are located.

20. This Agreement shall terminate on ~~November 7~~October 31, 2016.

21. ~~The~~ Within ten (10) days after receipt of written notice from Licensor, the City shall pay ~~a total of $500~~ to Licensor all sums necessary to ~~compensate~~reimburse Licensor for the cost of ~~estimated~~all utilities consumed at the premises during the term of this License Agreement.

Please indicate the City's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this _____ day of _____, 2016

EDEN WOOD REALTY, LLC	_____CITY OF JERSEY CITY
(Licensor) ——	(City)
By: _____	By: _____ Robert Kakoleski Business Administrator
Attest: _____	Attest: _____ _____ Robert Byrne City Clerk

~~JMcK~~
~~8-15-2016 Draft 3~~

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

City Clerk File No. Res. 16.541

Agenda No. 10.Z

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO AUTHORIZE THE INSTALLATION OF VARIOUS JERSEY CITY BIKE SHARE KIOSKS IN BERRY LANE PARK

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, it is necessary and in the best interests of the City of Jersey City (the "City") to establish and improve Berry Lane Park, which is a cornerstone of the Morris Canal Redevelopment Plan; and

WHEREAS, Resolution 13.869, approved on December 18, 2013, authorized Jersey City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract to construct, maintain, and operate a regional bike sharing system that will include advertising space at various bike sharing system locations; and

WHEREAS, Resolution 15.003, adopted on January 5, 2015, awarded a concession contract to Jersey City Bikeshare, LLC to construct, maintain, and operate a regional bike sharing system with advertising space at various locations in Jersey City; and

WHEREAS, it is in the interest of the public to be able to use bicycles rented through Jersey City Bikeshare, LLC to travel to and from Berry Lane Park; and

WHEREAS, Berry Lane Park is currently owned by the Jersey City Redevelopment Agency ("JCRA"); and

WHEREAS, the City and Jersey City Bikeshare, LLC desire to install two (2) bicycle kiosks in Berry Lane Park to enable the public to use bicycles rented through Jersey City Bikeshare, LLC to travel to and from Berry Lane Park; and

WHEREAS, a License Agreement between the City, Jersey City Bikeshare, LLC and the JCRA is required to allow for the installation of the bicycle kiosks; and

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16:541

Agenda No. 10.Z

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO AUTHORIZE THE INSTALLATION OF VARIOUS JERSEY CITY BIKE SHARE KIOSKS IN BERRY LANE PARK

WHEREAS, the term of the License Agreement shall not exceed 1 year.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a License Agreement with the JCRA (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate.

JMcK
8/9/2016

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO AUTHORIZE THE INSTALLATION OF VARIOUS JERSEY CITY BIKE SHARE KIOSKS IN BERRY LANE PARK

Project Manager

Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-6544	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

This resolution authorizes the execution of a License Agreement to allow for the installation of two (2) Jersey City Bikeshare, LLC kiosks in Berry Lane Park.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

1 year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Res. 16.541
10.Z

GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT

THIS GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT (this "Agreement") is made as of the __ day of _____, 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of Jersey City, with offices at City Hall 280 Grove Street, Jersey City, New Jersey 07302, ("Licensee") and THE JERSEY CITY REDEVELOPMENT AGENCY ("Licensor") having an office at 66 York Street, Jersey City, New Jersey 07302.

WHEREAS, the Licensor is the owner of certain lots located within Blocks 18901 and 18903 more commonly known by the street address of Berry Lane Park ("Property") located within the Morris Canal Redevelopment Area; and

WHEREAS, on June 21, 2016 the Licensor entered into a Cooperation Agreement with the Licensee for the operations and maintenance of the Property; and

WHEREAS, the Licensor and Licensee wish to enter into a License Agreement to enable the Licensee to provide recreational activities, specifically, to establish a bike share program in the park; and

WHEREAS, the Licensor can enter into a License Agreement with the Licensee to provide recreational activities within a redevelopment plan area pursuant N.J.S.A. 40A:12A-8 and thus in the conformity of the Morris Canal Redevelopment Plan; and

WHEREAS, bicycling is a recreational activity contemplated by the Morris Canal Redevelopment Area; and

WHEREAS, in accordance to the NJ DEP Green Acres Program, N.J.S.A. 7:36-25.13(f), a local government unit or nonprofit may operate a recreational facility on funded parkland through a concession agreement awarded by competitive bidding in accordance with applicable law. The concessionaire shall pay any payments or rentals collected directly to the local government unit or non profit, who shall use such payments or rentals for operating, maintenance or capital expenses related to its funded parkland or its recreation program as a whole; and

WHEREAS, the Licensee has a valid concession agreement with Jersey City Bikeshare, LLC approved by Resolution 15.003 that was procured according to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1; and

WHEREAS, the Licensee intends to carry out the recreational bike share activity on the Property with the Jersey City Bikeshare, LLC to be further known as "Authorized Agent"; and

WHEREAS, said License will be for a term not to exceed a year from the date of execution of the License Agreement; and

WHEREAS, the Parties acknowledge that Article 5 of the Cooperation Agreement originally authorized by the City in Resolution No. 14.217 applies to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Licensor and Licensee hereby agree as follows:

1. **Grant of Access.** (a) Licensor hereby grants Licensee a limited license (the "License") to enter onto the Property for the purpose of establishing and maintaining equipment required for a recreational bike share program.

(b) Licensee and Authorized Agent agrees that it has only been granted a License to enter upon

and use the Property for the specific purposes set forth herein and that it does not, and shall not, claim at any time any interest or estate of any kind or extent whatsoever in or to the Property and/or the Project, nor any exclusive privilege or right to enter onto the Property and/or any other portion of the Project, by virtue of this License. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. That portion of the Property on which the Work is being conducted at any given time shall be referred to as the "Work Site".

2. **Work**. The Work shall include assemble, install, upgrade, alter, expand, renew maintain, repair, replace, remove, relocate, and use bicycle rental docking stations and all related bicycles and other equipment all the designated location (the "Work"). The Work shall also include all necessary cleanup activities, including but not limited to the removal of all debris, wreckage, refuse, rubbish and garbage resulting from the aforementioned activities. Licensee shall ensure that all Work is conducted in accordance with all applicable permits, and other government requirements. The Work may commence upon the effective date of this Agreement, without additional notice to Licensee. A representative of Licensor may, at Licensor's sole option, be present during the conducting of any of the Work. That portion of the Property on which the Work is being conducted at any given time shall be referred to as the "Work Site".

3. **Storage of Materials**. Licensee shall not store, nor shall it permit any Authorized Party, to store any materials or equipment on the Property beyond the period during which same are being utilized in connection with the Work.

4. **Safety**. All activities undertaken by Licensee or Authorized Agent on the Property shall be performed in a safe, good and workman like manner so as to ensure the safety of all persons at the Property in accordance with all applicable federal, state, county and municipal laws and the rules and regulations of Licensor and in a manner designed to minimize the effect of such activity on Licensor and other property owners in, on and around the Property and their respective tenants, licensees and occupants. All Parties performing the Work shall carry proper identification at all times and shall display such identification upon request. The Work shall be done so as to not create a hazard to pedestrians or vehicles.

5. **Indemnity**.

   Authorized Agent shall indemnify, hold harmless and defend Licensor and Licensor's officers, agents, employees, directors, trustees, invitees, successors, and assigns (collectively "Indemnitees") harmless against all losses, costs, expenses, liabilities, claims, litigation, demands, proceedings and damages (including but not limited to reasonable attorneys' fees) suffered or incurred by Licensor, arising out of, or related to, directly or indirectly, the right of access herein granted or the Work except for those losses, costs, expenses, liabilities, claims, litigation, demands, proceedings and damages (including but not limited to reasonable attorneys' fees) suffered or incurred by Licensor that are solely caused by or solely arise from any grossly negligent or willful misconduct of Licensor.

   The provisions of this Section 5 shall survive the termination of this Agreement.

6. **Insurance**. Authorized Agent shall carry property damage and Comprehensive General Liability Insurance for an amount not less than $1,000,000 or such type and amount as is deemed or appropriate by the Licensor. Authorized Agent shall furnish to the Licensor a Certificate of Insurance for the benefit of the Licensee and Licensor and naming the Licensor, its employees or agents as additional named insured and covering the property herein described. Delivery of Certificates of Insurance evidencing policies or insurance and proof of payment of premium shall

be delivered to the Licensor within ten (10) days of execution of this Agreement. The obligations of the Authorized Agent to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

7. **Oversight.** Licensor shall have the right to monitor the Work and enter the Property at any time without notice to Licensee or Authorized Agent provided, however, that Licensee or Authorized Agent shall not be responsible for the safety of Licensor or its representatives entering during the performance of the Work

8. **Cost.** All activity performed or to be performed under this License and all obligations and expenses associated therewith shall be at the sole cost and expense of and be borne solely by Licensee or Authorized Agent.

9. **Assignment.** Except as provided herein, Licensee shall not assign this Agreement or any rights hereunder without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Except as provided herein, Licensee shall not permit third parties to enter the Property at any time.

10. **Term of License.** The rights herein granted to Licensee shall be deemed a License in favor of Licensee for the limited purposes set forth herein. This License shall be for a term not to exceed a year.

11. **Good and Workmanlike Quality.** Licensee agrees that all Work undertaken by it on the Property shall be accomplished in a good and workmanlike manner and in accordance with all governmental regulations.

12. **Entire Agreement.** This License contains the entire understanding between the parties and shall not be amended or modified unless memorialized in a writing executed by both parties hereto.

13. **Choice of Law.** This License shall be governed by the laws of the State of New Jersey.

14. **No Obligation To Perform Work.** The parties agree that this agreement gives Licensee or Authorized Agent the right to perform the Work, but does not obligate or impose a duty on Licensee or Authorized Agent to perform the Work.

15. **Binding on Successors.** Unless noted otherwise, this Agreement is binding upon and inures to the benefit of Licensor and Licensee and their respective heirs, executors, administrators, personal representatives, successor, transferees and assigns including the Authorized Agent.

16. **Construction.** Licensor and Licensee acknowledge that this Agreement has been negotiated at arm's length, and therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this Agreement. If any part of this Agreement is for any reason found to be unenforceable, all of the remaining portions nevertheless remain enforceable.

17. **Waiver or Breach of Term.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.

18. **Effective Date.** This Agreement may be executed in parts and shall be effective on the date last written below.

19. **Authorization to Execute.** Each party hereto executing this Agreement represents that the

execution of this Agreement has been duly authorized by the party on whose behalf the person is executing this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

20. **Counterparts.** This Agreement may be executed in one or more counterparts each counterpart of which shall constitute an executed agreement. For purposes hereof, facsimile or electronic mail transmitted signatures shall constitute originals.

21. **Notice.** All notices, demands, requests and approvals hereunder shall be in writing and shall be forwarded to:

    (i) Licensor: David Donnelly, Executive Director, Jersey City Redevelopment Agency, 66 York Street, Jersey City, NJ 07302, and to

    (ii) Licensee: City of Jersey City, Business Administrator, City Hall, 280 Grove Street, Jersey City, NJ 07302

    All notices, demands, requests and approvals shall be deemed to have been received: (i) in the case of delivery by overnight courier, the following business day after delivery to such overnight courier, or (ii) in the case of delivery by certified mail, upon the earlier of actual receipt thereof or the third (3rd) calendar day after such mailing.

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

CITY OF JERSEY CITY
Licensee

Date: _____ By: _____

_____

Jersey City Bikeshare, LLC

Date: _____ By: _____
Name:
Title: Authorized Signatory

The Jersey City Redevelopment Agency, Licensor

Date: _____ By: _____
Name:David Donnelly
Title:Executive Director

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

City Clerk File No. Res. 16.542

Agenda No. 10.Z.1

Approved: AUG 17 2016

TITLE:

RESOLUTION SUPPORTING HUDSON PRIDE CONNECTION CENTER IN PROVIDING HIV/AIDS EDUCATION RISK REDUCTION AND PREVENTION SERVICES FOR THE CITY OF JERSEY CITY

COUNCIL FOR THE CITY OF JERSEY CITY offered and moved adoption of the following Resolution:

WHEREAS, Hudson Pride Connections (hereinafter "HPCC"), established in 1993 is a 501(c)(3) non-profit, non-governmental, community organization situated in the Journal Square neighborhood in Jersey City, one of the most vibrant and diverse cities in the country and home to the largest LGBTQ community in New Jersey; and

WHEREAS, HPCC is a trusted community partner for delivering quality HIV Outreach, Education, and additional services to LGBTQ clients in a safe and affirming environment in the City of Jersey City; and

WHEREAS, a 2014 NJ Comprehensive HIV/AIDS Services Prevention and Care Plan has identified HIV-negative Gay/Bisexual Males and Transgender individuals at a substantial risk of HIV infection; and
WHEREAS, HPCC has received a grant from the State of New Jersey, Department of Health, for HIV/AIDS Health Education Risk Reduction/Prevention Services; and

WHEREAS, through this state grant, HPCC shall provide HIV Pre-Exposure Prophylaxis (PrEP) services in Jersey City to individuals through a program called PrEP Connections; and

WHEREAS, HPCC will assist individuals by resolving care access barriers and to identify and use additional adherence supports, pharmacy based adherence program, case management, and monthly counseling sessions.

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

1. The Municipal Council of City of Jersey City expresses its firm support for HPCC and its service to the community.

2. Each Department within the City of Jersey City shall cooperate with HPCC.

3. The Municipal Council of the City of Jersey City recommends that residents familiarize themselves with HPCC and the needs of the community.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 SUPPORTING HUDSON PRIDE CONNECTION CENTER IN PROVIDING HIV/AIDS EDUCATION RISK REDUCTION AND PREVENTION SERVICES FOR THE CITY OF JERSEY CITY

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

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

Resolution Purpose

Hudson Pride Connections (hereinafter "HPCC"), established in 1993 is a 501(c)(3) non-profit, non-governmental, community organization situated in the Journal Square neighborhood in Jersey City and HPCC is a trusted community partner for delivering quality HIV Outreach, Education, and additional services to LGBTQ clients in a safe and affirming environment in the City of Jersey City; and

HPCC has received a grant from the State of New Jersey, Department of Health, for HIV/AIDS Health Education Risk Reduction/Prevention Services and through this state grant, HPCC shall provide HIV Pre-Exposure Prophylaxis (PrEP) services in Jersey City to individuals through a program called PrEP Connections

HPCC will assist individuals by resolving care access barriers and to identify and use additional adherence supports, pharmacy based adherence program, case management, and monthly counseling sessions.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 7/28/16

NJ Health
New Jersey Department of Health

Jersey City Connections Inc DBA Hudson Pride CC

AIDS17HER032

DOH Organization Information Review Page

☑ Check here if no Attorney

Name of Attorney for Agency
Attorney Telephone
Attorney Email
Address 1
Address 2
City State Zip

Name of Principal Agency Contact Elizabeth Schedl
Title of Principal Agency Contact Deputy Director
Principal Agency Telephone 201-963-4779
Principal Agency E-mail elizabeth@hudsonpride.org
Address 1 32 Jones Street
Address 2
City Jersey City State New Jersey Zip 07306

Name of Principal Program Contact Elizabeth Schedl
Title of Principal Program Contact Deputy Director
Principal Program Telephone 201-963-4779 x 115
Principal Program E-mail elizabeth@hudsonpride.org
Address 1 32 Jones Street
Address 2
City Jersey City State New Jersey Zip 07306

Name of Principal Fiscal Contact Jonathan Lucas
Title of Principal Fiscal Contact Board Chair
Principal Fiscal Telephone 201-963-4779 x 112
Principal Fiscal E-mail jonathanlucas@hudsonpride.org
Address 1 32 Jones Street
Address 2
City Jersey City State New Jersey Zip 07306

Agency Fiscal Year End (mm/dd) 12/31

Does the Agency Meet the following Licensure Requirements?
Facility N/A
Services N/A
Personnel Yes

Is a copy of the license attached? Yes

Agency Accounting System Accrual Basis

Affirmative Action Plan Yes

Selected Type of Agency: Private non-profit

☑ By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

7/18/2016

Jersey City Connections Inc DBA Hudson Pride CC

AIDS17HER032

Application Summary

Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant? ☐ Yes ☑ No

Name of Member(s) (separate with commas):

Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or Task Force which has regulatory or advising influence on the funding program? ☐ Yes ☑ No

Name of Board, Council, etc.

Select Preferred Payment Plan Advance Payment Attachment: 1333606-RequestforAdvancePayments

Name of Grantee: Jersey City Connections Inc DBA Hudson Pride CC

Organization Address

Jersey City Connections Inc DBA Hudson Pride CC
32 Jones St
Jersey City, NJ 07306
Phone: 201-963-4779

Email Address: elizabeth@hudsonpride.org

Federal Tax Identification Number: 223312710

Vendor Number: 223312710-00

Vendor Unit: JERSEY CITY CONNECTIONS DBA

Vendor Unit Address

32 JONES ST
JERSEY CITY, NJ 07306

Certificate of Need Project ☐ Pending ☑ Not Required

Is political subdivision covered by NJ Civil Service Merit System? ☐ Yes ☑ No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award? ☐ Yes ☑ No

Name of Notice of Funding Availability (NOFA) Contact Regarding program: Errol Saunders

Type of Request
☑ New
☐ Renewal of Grant #:
☐ Modification to Grant #:

Budget Period *(Month/Day/Year)* - This is the period of time for which a grant is to be funded.
From: 7/1/2016 Through: 6/30/2017
Project Period *(Month/Day/Year)* - This the period of time expected to complete the project.
From: 7/1/2016 Through: 6/30/2017

Jersey City Connections Inc DBA Hudson Pride CC

AIDS17HER032

Application Summary

You must agree to the terms and conditions outlined by the New Jersey Department of Health.

A copy of the Terms and Conditions, Cost Controlling Initiatives, and Pilot Program for Enhancement of Employee Whistleblower Protection can be found by clicking here:

Terms and Conditions

Cost Controlling Initiatives

Pilot Program for Enhancement of Employee Whistleblower Protection

☑ By checking the box I certify that I have read the Terms and Conditions for grants, the Cost Controlling Initiatives and the Pilot Program for Enhancement of Employee Whistleblower Protection.

Name	Title
Elizabeth Schedl	Deputy Director

Project Location

☐ Please check this box if the project is Statewide
OR Select from the following:

County to Filter by:	Municipalities:
Hudson County	Jersey City

Jersey City Connections Inc DBA Hudson Pride CC

AIDS17HER032

LOCAL AID & LEGISLATIVE DISTRICTS

Legislative Districts: 31, 33

Local Aid Districts: District 2, Trenton

Congressional Districts:

7/18/2016

NJ Health
New Jersey Department of Health

Jersey City Connections Inc DBA Hudson Pride CC

AIDS17HER032

STATEMENT OF LOCAL GOVERNMENTAL PUBLIC HEALTH PARTNERSHIP

NJDOH recommendations: Once the grant application is finalized, select View Full Grant Program Application PDF link on the main application page. Save and email the PDF, as an attachment, to the appropriate Governmental Public Health Partnership Chairperson. Request that the GPHP Chairperson indicate whether they are in support of the application and will work to integrate the health service with others in the community, and why they have this position.

To view more information about your Governmental Public Health Partnership Chairperson please click here.

To view more information about your Local Health Officer please click here.

☑ N/A

☐ As the Authorized Official, I have sent a PDF copy of the proposed grand application to the appropriate Local Governmental Public Health Partnership Chairperson.

Date Sent: 7/18/2016

Governmental Public Health Partnership Chairperson:

First Name: Vera
Last Name: Smith
Address 1: Jersey City Dept of Health & Human Svcs 199-201 Summit Ave
Address 2:
City: Jersey City
ZIP:
Phone Number: 201-547-4335
Email Address: vsmith@hudsonregionalhealth.org

☐ The Governmental Public Health Partnership Chairperson is in support of this application and will work to integrate this health service with others in this community, county and/or region. The Chairperson adds the following:

☐ The Governmental Public Health Partnership Chairperson is not in support of this application for the following reasons:

☑ The Governmental Public Health Partnership Chairperson has not yet provided commentary.

☑ By checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency
Elizabeth Schedl

Title
Deputy Director

7/18/2016

NEEDS AND OBJECTIVES OF PROJECTS

Assessment of Need(s) - List the need(s) which illustrate the reason for the project.

See Project Narrative under Miscellaneous Attachments, per DHSTS guidance.

NEEDS AND OBJECTIVES OF PROJECTS CONTINUED

Objective(s) of Project - List objectives that are specific, measurable, realistic, and attainable to meet the goals of this application.

See Project Narrative under Miscellaneous Attachments, per DHSTS guidance.

METHOD(S) AND EVALUATION OF PROJECT

Method(s) - List the method(s) to be used to attain objectives described above and estimated completion date.

See Project Narrative under Miscellaneous Attachments, per DHSTS guidance.

METHOD(S) AND EVALUATION OF PROJECT *(Continued)*

Evaluation - Describe how the project is to be self-evaluated.

See Project Narrative under Miscellaneous Attachments, per DHSTS guidance.

NJ Health
New Jersey Department of Health

Jersey City Connections Inc DBA Hudson Pride CC

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FEDERAL TRANSPARENCY ACT CERTIFICATION

The Federal Transparency Act (FFATA) requires that certain information regarding the use of federal funds be reported to the federal government. As the prime awardee of federal funds, the NJ Department of Health must report the following information about our sub-awardees, as part of this requirement.

This FFATA Certification page is **required** of all NJ DOH applicants. **Failure to complete this certification will result in an error that will prevent your application from being submitted.** Information provided must be accurate, and will be subject to federal scrutiny.

1. Entity Identification:

Please enter your "child organization" or **secondary** Duns number into this field, if it is different from the primary or "parent organization" Duns number that appears above it.

If there is no "child" or secondary Duns number associated with this application, please re-enter your Duns number into this field.)

Parent Organization Duns Number: 88-318-5886

Child Organization Duns Number: 88-318-5886

2. Executive Compensation:

Executive Compensation: In order to determine whether you are required to report executive compensation data, answer the following questions(s):

A. In your business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number you provided belongs) receive:

1. 80 percent or more of its annual gross revenues in U.S, federal contracts, subcontract, loans, grants, sub-grants, and/or cooperative agreements;?

and

2. $25,000,000 or more in annual gross revenues from U.S federal contracts, sub subcontract, loans, grants, sub-grants, and/or cooperative agreements?

○ **Yes** If "YES" then read and answer question B.
◉ **No** If "NO" to question A, reporting executive compensation is not required.

B. Does the public have access to information about the compensation of the executives of your business or organization *(the legal entity to which the DUNS number you provided belongs)* through periodic reports filed under section 12(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal?

◉ **Yes** If "YES" to question B, reporting executive compensation is not required.
○ **No** If "NO" then executive compensation must be entered below.

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New Jersey Department of Health

FEDERAL TRANSPARENCY ACT CERTIFICATION

Position Title	Legal First Name	Legal Last Name	Annual Salary	Fringe Benefits ($)	Fringe Benefits (%)	Total
				$0	%	$0
				$0	%	$0
				$0	%	$0
				$0	%	$0
				$0	%	$0
					Base Salary Sub-Total	$0
					Fringe Benefits Sub-Total	$0
					Total Executive Personnel Costs	$0

☑ By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency
Elizabeth Schedl

Title
Deputy Director

7/18/2016

NJ Health
New Jersey Department of Health

Jersey City Connections Inc DBA Hudson Pride CC

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SCHEDULE A - FULL TIME PERSONNEL COSTS

Title: Deputy Director

Fringe Benefit Breakdown

F.I.C.A. / Medicare	7.6 %
Health Insurance	15.3 %
Unemployment Insurance	3.4 %
Disability Insurance	0.1 %
Life Insurance	0 %
Workers Compensation	2.7 %
Pension/Retirement	0 %
Other (Explain):	%
Total	29.1 %

List all full time paid staff, including fringe benefits.

Position Title	Legal First Name	Legal Last Name	Annual Salary	Standard Weekly Hours	Weekly Hours on Project	Number of Weeks	% of Weekly Work Time on Project	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
PrEP Program Manage	Elizabeth	Schedl	$47,840	40	4	52	10.00	$4,416	$368	$4,784
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
Sub-Totals								$4,416	$368	$4,784
29.10 % Fringe Benefits								$1,285	$107	$1,392
Total personnel costs for this page								$5,701	$475	$6,176

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SCHEDULE A - PERSONNEL JUSTIFICATION

List, justify, and submit a curriculum vitae for each position title, excluding clerical and manual positions, in same order as listed on SCHEDULE:A PERSONNEL COSTS.

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
☐	PrEP Program Manager	Masters Degree required and minimum of 2 years management experience of a Social Service agency . Must be proficient in Microsoft word, Excel, various databases, able to
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SCHEDULE A - PART TIME PERSONNEL COSTS

Title: Clinical Director

Fringe Benefit Breakdown

F.I.C.A.	7.6 %
Health Insurance	0 %
Unemployment Insurance	3.4 %
Disability Insurance	0.1 %
Life Insurance	0 %
Workers Compensation	2.7 %
Pension/Retirement	0 %
Other (Explain):	%
Total	13.8 %

List all part time paid staff, including fringe benefits.

Position Title	Legal First Name	Legal Last Name	Annual Salary	Std. Weekly Hours	Weekly Hours On Project	Number Of Weeks	% of Weekly Work Time On Project	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
PrEP Clinical Direct	David	Rosen	$39,600	22	10	52	45.45	$18,000	$0	$18,000
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							Sub-Totals	$18,000	$0	$18,000
						13.80 %	Fringe Benefits	$2,484	$0	$2,484
							Total personnel costs for this page	$20,484	$0	$20,484

Jersey City Connections Inc DBA Hudson Pride CC

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SCHEDULE A - PERSONNEL JUSTIFICATION

List, justify, and submit a curriculum vitae for each position title, excluding clerical and manual positions, in same order as listed on SCHEDULE:A PERSONNEL COSTS.

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
☐	PrEP Clinical	Clinical Social Work license (NJ LCSW) with a minimum of 5 years experience working in HIV, minimum of 5 years experience working directly with LGBT populations in a social
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SCHEDULE A - PERSONNEL COSTS - NO FRINGE

Title: PrEP Contract Staff

Position Title	Legal First Name	Legal Last Name	Annual Salary	Std. Weekly Hours	Weekly Hours On Proj.	Number Of Weeks	% of Weekly Work Time On Proj.	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
PrEP Transgender Outreac	DM	Oulette	$12,000	25	10	52	40.00	$4,800	$0	$4,800
PrEP Counselor/GBM Outre	Joseph	Zapata	$24,960	40	20	52	50.00	$10,560	$1,920	$12,480
PrEP Counselor	Max	Laffend	$11,520	20	20	52	100.00	$11,520	$0	$11,520
PrEP Health Educator	Tyree	Oredein	$19,368	22	12	52	54.55	$10,368	$196	$10,564
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
							0.00		$0	$0
Total personnel costs for this page								$37,248	$2,116	$39,364

Jersey City Connections Inc DBA Hudson Pride CC

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SCHEDULE A - PERSONNEL JUSTIFICATION

List, justify, and submit a curriculum vitae for each position title, excluding clerical and manual positions, in same order as listed on SCHEDULE:A PERSONNEL COSTS.

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
☐	PrEP Transgender	At least 6 months experience working with HIV positive and/or HIV high-risk individuals. Knowledge of communities who are at high risk for acquiring HIV. Self-motivated and able
☐	PrEP Counselor/GBM ~~Outreach Associate~~	At least 1 year experience working with HIV positive and/or HIV high risk individuals. Associates Degree in Social Service (BA/BSW preferred). Knowledge of communities who
☐	PrEP Counselor	At least 1 year experience working with HIV positive and/or HIV high risk individuals. Associates Degree in Social Service (BA/BSW preferred). Knowledge of communities who
☐	PrEP Health Educator	At least 5 years experience in Health Education with communities of color. PHD and minimum of 5 years working directly with LGBT populations. Experience in groups and in
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SCHEDULE B - CONSULTANT SERVICES COSTS

Title: PrEP Consultants

List services which provide for program or client benefit and are contracted for on a cost per client, percentage or time, or number of hours basis.
Examples of consultant services: accounting, medical, psychological, psychiatric, and other professional services. A copy of individual agreements will be required if an award is made.

Do consultant services demonstrate a true employer/non-employee relationship as per IRS regulations? ☑ YES ☐ NO

Nature of Consultant Service

STYLISTIK: IT and Web Specialist

Basis for Cost Estimate

Susan Goodman, owner of STYLISTIK, LLC, currently provides our website design and support services and resolves computer and network issues, if they occur. She provides this service at a flat rate of $150/month ($1,800 annual fee), regardless of time spent on any one project. DHSTS PrEP grant represents ~35% of our total annual HPCC operating budget and we are therefore charging 33.3% of her monthly fee against this PrEP grant at a rate of $50/month x 12 months.

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
$1,800	$600	$1,200	$1,800

Attachment:

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		$0	$0

Basis for Cost Estimate

Attachment:

Jersey City Connections Inc DBA Hudson Pride CC

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SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		$0	$0

Basis for Cost Estimate

Attachment:

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		$0	$0

Basis for Cost Estimate

Attachment:

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		$0	$0

Basis for Cost Estimate

Attachment:

Jersey City Connections Inc DBA Hudson Pride CC

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SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Total Consultant Services for this page	$600	$1,200	$1,800

Jersey City Connections Inc DBA Hudson Pride CC

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SCHEDULE B - CONSULTANT SERVICES JUSTIFICATION

List and justify each consultant service in same order as on SCHEDULE B: CONSULTANT SERVICES COSTS.

Nature of Consultant Services	Responsibilities and/or Duties	Minimum Qualifications (education and experience)
STYLISTIK: IT and Web Specialist	To review security features of our network and manage problems with computers and the network system. To also design webpages for this program along with designing web based client surveys.	At least 3 years of business experiences with small non-profits.
US Liability Insurance: covers staff and agency liability for client claims	Covers Staff and Agency Liabilities for Claims	At least 3 years of business experiences with small non-profits.

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SCHEDULE C - OTHER COST CATEGORIES

Title: PrEP Program and Service Costs

List other cost categories applicable to grant proposal, such as travel, supplies, equipment, and other direct expenses. A copy of lease agreement, travel regulations, and any other pertinent agreement is to be attached when requesting funds for these budget categories.

At No time are funds to be placed in "other" unless you have been provided specific instruction from the Department.

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
$37,884	$7,560	$30,324	$37,884	

Other Cost Categories (Specify)

Facility Costs

If other selected, list here:

Justification for Cost

PrEP grant = ~35% of our total annual HPCC operating budget but we are only charging 16% of our total annual facility fee of $30,000. However, we are charging the 35% against our annual Utilities (gas, water, electric) cost of $7,884, which is ~$230/mo x 12 mo at 35% of total.

NJ Health
New Jersey Department of Health

SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
$874	$874	$0	$874	

Other Cost Categories (Specify)

Equipment and Other Capital Expenditures

If other selected, list here:

Justification for Cost

Our PrEP Counselor will require a laptop to be able to securely collect client data at off-site locations. We have found laptops at Best Buy with sufficient power and security to operate Ryan White data collection software that cost around $450; we presume DHSTS software will require similar power levels. In addition, we require an LCD projector for our community trainings and they cost ~$424

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
$1,048	$1,048	$0	$1,048	

Other Cost Categories (Specify)

Travel, Conferences, and Meetings

If other selected, list here:

Justification for Cost

PrEP Counselors will travel to Trenton 2x for DHSTS meetings and to New Brunswick 8x for NJ Prevention Planning Group activities. We are charging the NJ state mileage rate of $0.31 against mileage to Trenton/NB from Jersey City for total of 450 miles=$305. Parking fees are est. $10/trip ($100) to Trenton/NB and $8/trip for 44 trips within Jersey City for off-site activities ($352).

NJ Health
New Jersey Department of Health

SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
$5,484	$1,920	$3,564	$5,484	

Other Cost Categories (Specify)

Office Expenses and Related Cost

If other selected, list here:

Justification for Cost

DHSTS PrEP grant represents ~35% of our total annual HPCC operating budget and we are therefore charging 35% of each item's monthly fee against this PrEP grant. Internet/Phone/Cable costs average $457/mo - 35% represents ~$160/mo x 12 mo. Phone and Internet are required tools for PrEP adherence monitoring and outreach activities.

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
$14,525	$14,525	$0	$14,525	

Other Cost Categories (Specify)

Program Expenses and Related Cost

If other selected, list here:

Justification for Cost

Supplies: Toner ($280/mo); copy paper ($50/case/mo); professional printing of marketing materials, handouts, & biz cards ($50/mo), web fees for outreach ($20/mo) = $4,800 for annual supply; Client Incentives ($9,475 in food/bus tickets for up to 100 clts in HIV Testing, 80 clts in PrEP Screening, 60 clts in Linkage to PrEP, 40 clts for PrEP Adherence and 3 clts for Steering Committee); Nutrition for 5 Steering Committee at $50/meeting for 5 meetings ($250). Condoms/Lube free through Rutgers.

NJ Health
New Jersey Department of Health

SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
$8,000	$8,000	$0	$8,000	

Other Cost Categories (Specify)

Reserve

If other selected, list here:

Justification for Cost

Covers costs associated with PrEP medication purchase and/or co-pays for clients receiving PrEP through this program.

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
$4,276	$2,040	$2,236	$4,276	

Other Cost Categories (Specify)

Facility Costs

If other selected, list here:

Justification for Cost

US Liability Insurance covers HPCC's operational activities as a 501(c)3 non-profit social service agency. They charge $4,276/year to cover staff/Board malfeasance to personal injuries on premises/field. Due to higher client traffic for PrEP services and increased night outreach activities, we are charging $2,040 against the PrEP grant, which equals about 48% of the annual cost of coverage ($170/month).

NJ Health
New Jersey Department of Health

SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
		$0	$0	

Other Cost Categories (Specify)

If other selected, list here:

Justification for Cost

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
		$0	$0	

Other Cost Categories (Specify)

If other selected, list here:

Justification for Cost

NJ Health
New Jersey Department of Health

SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
		$0	$0	

Other Cost Categories (Specify)

If other selected, list here:

Justification for Cost

	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
Total Costs	$35,967	$36,124	$72,091

FUNDS AND PROGRAM INCOME FROM OTHER SOURCES RELATED TO THIS APPLICATION

Code all listed fund sources as either (F) Federal Government, (S) State Government, (L) Local City/County Government, (LP) Local Private/Charity Agency, (TP) Third Party Payor, (PI) Program Income, or (IK) In Kind.

Name of Fund Source	Code	Funds Estimated This Grant Period	Funds Received From Preceding Grant Period
New Jersey AIDS Partnership	LP	$25,000	$0
Total Funds From Other Sources Related To This Application Only:		$25,000	$0
Total Funds From Other Sources From Schedules A, B and C prior to indirect cost calculation:		$25,000	

NJ Health
New Jersey Department of Health

Jersey City Connections Inc DBA Hudson Pride CC

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Cost Summary

For Cost Categories A through C, a SCHEDULE SHEET and JUSTIFICATION SHEET must be completed and submitted, if applicable.

Cost Category	Grant Funds Requested from State	Funds from Other Sources	Total Funds Needed
A.Personnel Cost	$63,433	$2,591	$66,024
Salaries/Wages	$59,664	$2,484	$62,148
Fringe Benefits	$3,769	$107	$3,876
B.Consultant/Professional Service Cost	$600	$1,200	$1,800
C.Other Cost Categories	$35,967	$36,124	$72,091
Office Expense and Related Cost	$1,920	$3,564	$5,484
Program Expense and Related Cost	$14,525	$0	$14,525
Staff Training and Education Cost	$0	$0	$0
Travel, Conferences and Meetings	$1,048	$0	$1,048
Equipment and Other Capital Expenditures	$874	$0	$874
Facility Cost	$9,600	$32,560	$42,160
Sub-Grants	$0	$0	$0
Reserve	$8,000	$0	$8,000
Other	$0	$0	$0
Total Direct Cost	$100,000	$39,915	$139,915
Indirect Cost Percentage (See Note Below)	0 %		
Indirect Cost			
Total Costs	$100,000	$39,915	$139,915
Less Program Income	$0	$0	$0
Net Total Cost	$100,000	$39,915	$139,915

NOTE: An indirect cost allowance may be rewarded to any applicant provided that state or federal legislation does not prohibit it and that the applicant has an established indirect cost rate. Do you have an established indirect cost rate?

☐ Yes ☑ No

If yes, attach a letter stating approved rate, period of time, base to which rate is applied, and enter above amount of indirect cost requested for proposed grant.

Jersey City Connections Inc DBA Hudson Pride CC

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SCHEDULE D - OFFICERS AND DIRECTORS LIST

List below the Name, Title, and Residence Address of all officers and board members of applicant.

Officer 1:
First Name: Jonathan
Last Name: Lucas
Title: Chairman
Address 1: 126 Webster Ave. Apartment 4B
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07306

Officer 2:
First Name: Keith
Last Name: Smith
Title: Not Specified
Address 1: 253 Columbus Drive
Address 2:
City: Franklin Park
State: New Jersey
Zip Code: 08823

Officer 3:
First Name: Curtis
Last Name: Harris
Title: Secretary
Address 1: 6 Jardine Road
Address 2:
City: Morristown
State: New Jersey
Zip Code: 07960

Officer 4:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 5:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

SCHEDULE G - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension", the undersigned certifies, to the best of his or her knowledge that as an applicant, or its key employees and contractors:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
b. Have not within a 3-year period preceding this application been convicted of or had a civil judgement 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 contact under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph b) of this certification; and
d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

☑ By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency

Elizabeth Schedl

Title

Deputy Director

SCHEDULE H - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

a. No grant funds awarded from State and/or Federal appropriations have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant, loan, or cooperative agreement.

b. If any funds other that State and/or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this, grant, loan, or cooperative agreement, the grantee shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form can be found by clicking **here**.

c. The grantee shall require that the language of this compliance requirement (certification) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The requirement (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.

☑ By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of official certifying for Agency
Elizabeth Schedl

Title
Deputy Director

NJ Health
New Jersey Department of Health

Jersey City Connections Inc DBA Hudson Pride CC

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SCHEDULE I - CERTIFICATION SHEET

☑ Yes ☐ N/A I certify that this agency will comply with the Terms and Conditions for Administration of Grants and the applicable Cost Principles.

☑ Yes ☐ N/A I have read the Certification Regarding Debarment and Suspension (Schedule G of the Application for Grant Funds) and certify to the best of my knowledge that as an applicant this agency and its key employees and contractors are in compliance with this requirement. I will also also obtain such certification from all subgrantees in accordance with Federal Executive Order 12549. This form will be maintained on file In the agency's office.

☑ Yes ☐ N/A I have read the Certification Regarding Lobbying (Schedule H of the Application for Grant Funds) and, to the best of my knowledge, certify that this agency is in compliance. This form will be maintained on file in the agency's office.

☑ Yes ☐ N/A I have read the Certification Regarding Environmental Tobacco Smoke (Schedule K of the Application for Grant Funds) and have determined that the provisions of the pro-children Act of 1994 apply to this agency and to the best of my knowledge, certify that this agency is in compliance with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. This form will be maintained on file in the agency's office.

☑ Yes ☐ N/A I understand that my payments will depend on timely submission of all reports.

☑ Yes ☐ N/A I certify that the listing of the Officers and Directors and their addresses are correct and current. All changes in Officers and Directors, must updated and reported within 10 working days.

☑ Yes ☐ N/A I have completed and submitted the Agency Minority Profile (Schedule J of the Application for Grant Funds) at least one time during the past two years.

☑ Yes ☐ N/A The Statement of Local Governmental Public Health Partnership (Page 2 of the Application for Grant Funds) has been sent to the Local Governmental Public Health Partnership Chairperson (or Local Health Officer, if applicable) for signature on the date of our submission of the application to the New Jersey Department of Health.

☑ Yes ☐ N/A I certify that this agency is not delinquent on any Federal or State debt.

☑ Yes ☐ N/A As a non-profit corporation, I certify that this agency has 501(c)(3) status as required by the Internal Revenue Service and is registered as a charitable organization in accordance with N.J.S.A. 45:17A-18 et seq.

☑ Yes ☐ N/A I have read, understand, and will comply with the instructions received with the grant application package.

Name of Official certifying for Agency
Elizabeth Schedl

Title
Deputy Director

7/18/2016

NJ Health
New Jersey Department of Health

Jersey City Connections Inc DBA Hudson Pride CC

AIDS17HER032

SCHEDULE J - AGENCY MINORITY PROFILE

The Department's Office of Minority Health has defined "minorities" as the four major race/ethnic minority populations (African Americans, Latinos/Hispanic, Asian/Pacific Islanders and American Indians/Eskimos) as well as linguistic minority populations who are either non-English speaking or have limited English proficiency.

Complete this form if your agency is requesting funds from this Department for the first time or has not received funds in the last two (2) years from the Department.

1. Is this a **minority-managed** organization?
   ☑ Yes ☐ No

   a. If Yes, place a check in the applicable box(es).

   ☑ Black/African American
   ☐ Hispanic/Latino
   ☑ American Indian
   ☐ Asian/Pacific Islander
   ☑ White, Not of Hispanic Origin
   ☐ Other

2. Is this agency serving a large minority population?
   ☑ Yes ☐ No

   a. If Yes, place a check in the applicable box(es).

   ☑ Black/African American
   ☑ Hispanic/Latino
   ☐ American Indian
   ☐ Asian/Pacific Islander
   ☐ White, Not of Hispanic Origin
   ☐ Other

3. Indicate all of the languages in which services are being provided by this organization, by placing a check in each applicable box:

   ☑ English
   ☑ Spanish
   ☐ French
   ☐ Creole
   ☐ Other

NJ Health
New Jersey Department of Health

Jersey City Connections Inc DBA Hudson Pride CC

AIDS17HER032

SCHEDULE K - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or Local Governments, by Federal grants, contract loan or loan guarantee. The law also applies to children's services provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsibility entity.

Name of Official certifying for Agency

Elizabeth Schedl

Title

Deputy Director

Jersey City Connections Inc DBA Hudson Pride CC

AIDS17HER032

REQUIRED ATTACHMENTS

NOTE: Not all attachments will be applicable for all applicant organizations.

ORGANIZATIONAL CHART	1324913-HPCC-2016OrganizationChart-drrev.ppt
NJ CHARITIES REGISTRATION (Letter of Compliance or Exemption Letter)	1324913-LetterofCompliance.pdf
PROOF OF NON PROFIT STATUS (501C3)	1324913-HPCC_501c3(2)(1)(1)(4)(1).pdf
COPY OF INTEREST BEARING BANK ACCOUNT STATEMENT	1324913-PrEPGrant_IntrestB_SCAN.PDF
PROOF OF INDIRECT RATE	1324913-BankAccountProof.pdf
PROGRAM INCOME STATEMENT	1324913-RequestforAdvancePayments.docx
AUDIT ENGAGEMENT LETTER	1324913-EngagementLetter.pdf
STAFF RESUMES	1324913-Resumes-PrEPgrant-drrev-esrev-Final.docx
SALARY RANGES	1324913-SalaryRangesAIDS17HER032.docx
SALARY POLICY	1324913-HPCCSalaryPolicy(1).docx
TRAVEL POLICY	1324913-TravelPolicy(1).docx
TELEPHONE POLICY	1324913-TelephonePolicy(1).docx
MAINTENANCE AGREEMENTS	
LEASE OR MORTGAGE DOCUMENT	1324913-BCBSignedLetterofCommitment51513.pdf
INSURANCE POLICY	1324913-LiabilityInsurance2015(3).pdf
COST ALLOCATION PLAN	
ESTIMATES FOR EQUIPMENT	1324913-HPCCE.Quotes.docx
COMPUTER SECURITY POLICY	1324913-ITSecurityPolicy.docx
LINKAGE AGREEMENTS	1324913-LinkageAgreement(1).pdf
CONSULTANT AGREEMENTS	1324913-HudsonPrideWEBSITEDESIGNAGREEMENT.docx
STATEMENT OF GROSS REVENUE OR ANNUAL AUDIT REPORT (Most Current)	1324913-HPCC2015AuditedStatements.PDF
TAX CLEARANCE CERTIFICATE	1324913-TaxClearCertificate.pdf

A Valid Tax Clearance Certificate is due with submission of the Application. Failure to include this will make you application non-responsive. Refer to the Cost Controlling Initiatives on your grant application.

Application for Tax Clearance can be obtained HERE. (fee of $75.00 or $200.00) This is required to maintain compliance with the Commissioner's Cost Controlling Initiatives.

Miscellaneous Attachments

Description Schedule A - FT Personnel Budget Justification
1333610-1333610-PrEP-BudgetJustificationScheduleA-fulltime.docx

Description Schedule A - PT Personnel Budget Justification
1333610-1333610-PrEP-BudgetJustificationScheduleA-parttime.docx

Description Schedule B - Personnel-No Benefits-Budget Justif
1333610-1333610-PrEP-BudgetJustificationScheduleA-personnelwithoutbenefit

Description Personnel Resumes
1333610-Resumes-PrEPgrant-drrev-esrev-Final(1).docx

Description PrEP Connections - Project Abstract
1333610-PrEPProjectAbstract-StateGrant2016-HudsonPride.docx

Description Project Narrative - July 2016
1333610-ProjectNarrative-AIDS17HER032.docx

Description Prep Incentive Policy
1333610-PrepLog.docx

Description

Description

Description

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

City Clerk File No. Res. 16.543

Agenda No. 10.Z.2

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT FUNDS FROM THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF FAMILY HEALTH SERVICES FOR ADMINISTRATING THE CHILDHOOD LEAD POISONING PREVENTION (CLPP)

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

WHEREAS, the City of Jersey City ("City") is desirous of accepting and executing a grant award which addresses the health and needs of lead burdened children; and

WHEREAS, the State of New Jersey Department of Health and Senior Services, Division of Family Health Services is responsible for administering the Office of Childhood Lead Poisoning Prevention Program (hereinafter CLPP); and

WHEREAS, this grant is for the period of July 1, 2016 through June 30, 2017 in the amount of $195,000, which will be allocated under CY 2017 budget; and

WHEREAS, this grant agreement may be renewed and/or extended on yearly basis, contingent on funding from the State of New Jersey;

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

1. The Mayor and/or Business Administrator is authorized to accept the grant award for the City of Jersey City Childhood Lead Poisoning Prevention Program for July 1, 2016 through June 30, 2017 in the amount of $195,000;

City Clerk File No. Res. 16.543

Agenda No. 10.Z.2

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT FUNDS FROM THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF FAMILY HEALTH SERVICES FOR ADMINISTRATING THE CHILDHOOD LEAD POISONING PREVENTION (CLPP)

2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the "CLPP" Program Grant, including the administrative compliance and audit

3. The Mayor or Business Administrator is hereby authorized to execute a contract with the State of New Jersey Department of Health and Senior Services, Division of Family Health Services for the provision of childhood lead poisoning prevention and case management; and

4. The Office of Management and Budget is authorized to establish a grant account in the amount of $195,000 for the Childhood Lead Poisoning Prevention Program.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT FUNDS FROM THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF FAMILY HEALTH SERVICES FOR ADMINISTRATING THE CHILDHOOD LEAD POISONING PREVENTION (CLPP)

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

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

Resolution Purpose

The State of New Jersey Department of Health and Senior Services, Division of Family Health Services is responsible for administering the Office of Childhood Lead Poisoning Prevention Program (hereinafter CLPP) and the City of Jersey City is desirous of accepting and executing a grant award which addresses the health and needs of lead burdened children.

This grant is for the period of July 1, 2016 through June 30, 2017 in the amount of $195,000, which will be allocated under CY 2017 budget.

This grant agreement may be renewed and/or extended on yearly basis, contingent on funding from the State of New Jersey; and

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8/8/16

State of New Jersey
DEPARTMENT OF HEALTH
PO BOX 360
TRENTON, N.J. 08625-0360
www.nj.gov/health

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CATHLEEN D. BENNETT
Acting Commissioner

March 29, 2016

Vera Smith
Health Officer
Jersey City Department of Health & Human Services
199 Summit Avenue, Suite G
Jersey City, NJ 07304

Dear Ms. Smith,

SUBJECT: LETTER OF INTENT

The New Jersey Department of Health, Division of Family Health Services intends to process your Grant application for Maternal and Child Health Services in the amount of $195,000. The award is contingent upon the fully executed award signed by the Department's Approval Officer and the availability of funds. This award will be effective for the grant period 7/1/16 through 6/30/17.

Please consider this letter as notice of the Department's intent to fund in accordance with the legal provisions of such grant, and that the Notice of Grant Award document will be processed as soon as possible.

The Department will not be able to provide cash payments for any costs incurred by carrying out the items of this grant application until a fully executed Notice of Grant Award has been processed. Upon completion of this process, payment will be made in accordance with the grant provisions.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

Project Category	Funding Amount	Budget Period
Child Health	$195,000	7/1/16 – 6/30/17

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any current grant objectives, if applicable. **Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE).** "Terms and Conditions" as well as Cost Controlling Initiatives will apply and may be found under "Management Activities" within each application. SAGE can be accessed at njsage.intelligrants.com. **Paper applications will not be accepted.** SAGE will be open for Child Health applications on 3/24/16 and close on 4/14/16.

If you have any questions or are in need of assistance, contact Patricia Hyland, Program Management Officer at 609-292-5666 or Kelly Kirkpatrick, Grant Management Officer at 609-984-1315.

Sincerely,

Nashon Hornsby, Chief of Operations

cc: SAGE Application
Morris Friedman, Fiscal Management
Cynthia Collins, Service Director
Patricia Hyland, Program Management Officer
Kelly Kirkpatrick, Grant Management Officer

FS-L3
FEB 16

CITY OF JERSEY CITY
Division of Management and Budget
City Hall | 280 Grove Street, Room 208 | Jersey City, NJ 07302

Grant Account Setup

GRANTOR Information *(As it appears on award letter)*

Department Name: New Jersey Department of Health

Agency Name: Health

Grantor Manager Contact Name: Crystal Owensby — Phone Number: *609-984-5921*

Grantor Reporting Contact Name: Crystal Owensby — Phone Number: *609-984-5921*

Grant Summary

Grant Name: CLPPP / Child Health

Funding Source: *(Federal, State, County, etc)* State — Grant Award No: #DFHS17CHD19 — Grant Award Date: April 15, 2016

Grant Award Amount: $195,000.00 — City CASH Match (ONLY): — GRANT TOTAL: $195,000.00

Grant Period: (From/To) July 1, 2016- June 30, 2017 — Acct. No.: (Budget Office Use)

Reporting Frequency: (Monthly, Qtrly, Etc.) Qtrly — Date Reports Due: Monthly_____ Quarterly__X_____ Yearly_____ End of Project_____ Other(specify):_____ — Grant Close Out Due Date: June 30, 2017

Jersey City Department/Division/Program Information

Department/ Division/ Office Name: Health and Human Service / Health Division

Contact Name: (Responsible for grant reporting) Katiana Scalione — Office EXT Number: 4947

Project/Program Name: City of Jersey City STD

Project/Program Manager: Katiana Scalione — Office EXT Number: 4947

Project/Program Brief Description:

Funding for Child health Lead/ CLPPP

Budget Category	Category Funding Amount
02-213-40-605-101	$139,896
02-213-40-605-102	$
02-213-40-605-103	$
02-213-40-605-104	$
02-213-40-605-201	$ 500
02-213-40-605-206	$ 500
02-213-40-605-307	$ 4,428
02-213-40-605-314	$ 3650
02-213-40-605-605	$46,026

Grant File Documents to maintain:

1) Award Letter
2) Agreement
3) Resolution(s):
a) To apply
b) Accepting award
c) Vendor Contracts
d) Other:
4) Approved Budget
5) Fiscal&Mntrng Reports
6) Payment records
7) State Correspondences
8) Budget Revisions/Mod
9) Subrecipients' agreements, Audit and other correspondence
10) Grant Financials
11) Other applicable records& files

Grant Expenditures Charges to FOW *(Check off all that apply): 1) Direct Charges to Grant Account_____ 2) Journal Entries (reclass of funds)_____*
If thru Journal Entry, provide account number(s) to be credited:

Prepared/Submitted by: La Vivanan Webb — Date: 7/11/2016

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

City Clerk File No. Res. 16.544

Agenda No. 10.Z.3

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM NEW JERSEY HEALTH CARE QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

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

WHEREAS, The New Jersey Health Care Quality Institute (hereinafter "NJHCQI") received a three-year grant from the United Health Foundation (hereinafter "UHF"), called Healthy Communities create Healthy Citizens (hereinafter "HCHC"), to develop sustainable programs that address common challenges identified in the Community Health Needs Assessments of Jersey City, Trenton, and Cumberland County including achieving healthier lifestyles; improving health literacy; and better managing chronic disease; and

WHEREAS, in order to advance the goals of the grant NJHCQI by a letter dated July 27, 2016, offered to provide grant funds to the Jersey City Department of Health and Human Services (hereinafter "JCHHS"); and

WHEREAS, under said grant, NJHCQI will be working with Jersey City Medical Center (hereinafter "JCMC") and JCHHS to support programs and create resources to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools; and

WHEREAS, in order to advance the goals of the grant, to the extent that the funds are available, the NJHCQI will be providing funds to JCMC and JCHHS to support the goals of this grant which are to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools. All grant funds provided to JCMC and JCHHS are to be used cooperatively by both parties for the benefit of the greater Jersey City community; and

WHEREAS, the estimated funding for each such activity for year one of the grant (October 1, 2015 through September 30, 2016) is:

- Translation services: $1,000.00
- Communications & advertising: $4,500.00
- Community events: $9,000.00
- Meetings: $4,000.00
- Coordinated evaluations: $3,000.00

WHEREAS, the City is authorized pursuant to N.J.S.A. 40A:5-29 to accept grant funds a gift.

Continuation of Resolution _____

Pg. # 2

City Clerk File No. Res. 16.544

Agenda No. 10.Z.3

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM NEW JERSEY HEALTH CARE QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

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

1. The City is authorized to accept funds from the New Jersey Health Care Quality Institute to support the goals of HCHC Project; and

2. Subject to review and approval by Corporation Counsel, The Mayor or the Business Administrator is authorized to execute such documents necessary to effectuate the purposes of this resolution; and

3. The Office of Management and Budget is hereby authorized to establish a grant account in the amount of $21,500 for the Healthy Community Creates Healthy Citizens (HCHC) Grant.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM NEW JERSEY HEALTH CARE QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

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

Resolution Purpose

The New Jersey Health Care Quality Institute (hereinafter "NJHCQI") received a three-year grant from the United Health Foundation (hereinafter "UHF"), called Healthy Communities create Healthy Citizens (hereinafter "HCHC"), to develop sustainable programs that address common challenges identified in the Community Health Needs Assessments of Jersey City, Trenton, and Cumberland County including achieving healthier lifestyles; improving health literacy; and better managing chronic disease.

Under the said grant, NJHCQI will be providing funds to Jersey City Medical Center (JCMC) and Jersey City Department of Health and Human Services (JCHHS) to support the goals of this grant which are to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools. All grant funds provided to JCMC and JCHHS are to be used cooperatively by both parties for the benefit of the greater Jersey City community. The estimated funding for each such activity for year one of the grant (October 1, 2015 through September 30, 2016) is:

- Translation services: $1,000.00
- Communications & advertising: $4,500.00
- Community events: $9,000.00
- Meetings: $4,000.00
- Coordinated evaluations: $3,000.00

The City is authorized pursuant to N.J.S.A. 40A:5-29 to accept grant funds a gift.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8/8/16

Memorandum of Understanding among New Jersey Health Care Quality Institute, Jersey City Medical Center, and the Jersey City Department of Health and Human Services

The New Jersey Health Care Quality Institute ("NJHCQI") received a three-year grant from the United Health Foundation ("UHF"), called Healthy Communities create Healthy Citizens ("HCHC"), to develop sustainable programs that address common challenges identified in the Community Health Needs Assessments of Jersey City, Trenton, and Cumberland County including achieving healthier lifestyles; improving health literacy; and better managing chronic disease.

Under said grant, NJHCQI will be working with Jersey City Medical Center ("JCMC") and the Jersey City Department of Health and Human Services ("JCDOHHS") to support programs and create resources to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools.

In order to advance the goals of the grant, to the extent that the funds are available, the NJHCQI will be providing funds to JCMC and JCDOHHS to support the goals of this grant which are to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools. All grant funds provided to JCMC and JCDOHHS are to be used cooperatively by both parties for the benefit of the greater Jersey City community.

Set forth herein the estimated funding for each such activity for year one of the grant (October 1, 2015 through September 30, 2016) (years two and three are to be determined):

- Translation services: $1,000.00
- Communications & advertising: $4,500.00
- Community events: $9,000.00
- Meetings: $4,000.00
- Coordinated evaluations: $3,000.00

In order to receive the funds, JCMC and JCDOHHS will inform NJHCQI of how the requested funds are to be allocated. In addition, as the funds are expended, JCMC and JCDOHHS will provide NJHCQI a statement of how the funds were spent and update NJHCQI on the results of the funded activities. NJHCQI will provide JCMC and JCDOHHS with the necessary forms to be completed per this requirement.

In addition, through ongoing calls and e-mails, JCMC and JCDOHHS will report on the outcomes of this funding to NJHCQI including: the number of people attending healthy lifestyle programming; the outcomes and next steps from said programming; the number of meetings supported and the content and next steps from said meetings; noticeable improvements in attendance at healthy lifestyle events due to changes in communications and advertising; and improvements in operations for providers and community organizations as a result of the funds. JCMC and JCDOHHS will also include the NJHCQI and UHF logos on all health literacy and chronic disease management communications and advertising materials supported by the funds, and obtain prior approval from NJHCQI and UHF before printing and publicly using said

materials. JCMC and JCDOHHS will also make verbal or written acknowledgement of NJHCQI and UHF funding in all media statements regarding activities or tools funded by this grant.

This is a three year grant, subject to re-approval each year, and the terms set forth herein shall continue for each year of the grant.

By signing below, JCMC, and JCDOHHS acknowledge and agree to the terms.

FOR JER CITY MEDICAL CENTER
By:
Printed e: Dr Susan Walsh
Title: V - President, Population Health & ACO Medical Director Date:
July 27th, 2016

FOR JERSEY CITY : THE MAYOR AND/OR THE BUSINESS ADMINISTRATOR
By: _____
Printed Name: _____
Title: _____
Date:

By signing below, NJHCQI accepts JCMC and JCDOHHS acknowledgement and agreement.

FOR NEW JERSEY HEALTH CARE QUALITY INSTITUTE
By: _____
Printed Name: _____
Title: _____
Date:

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

City Clerk File No. Res. 16.545

Agenda No. 10.Z.4

Approved: AUG 17 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE EXECUTION OF A GRANT AGREEMENT

COUNCIL AS A WHOLE, OFFERED AND MOVED ADDOPTION of the

WHEREAS, the Hudson County Department of Health and Human services, has awarded the City of Jersey City (City) a grant in the amount of $213,903 for the period of July 1, 2016 through June 30, 2017 to provide substance abuse prevention and education programs; and

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

WHEREAS, the City will provide a mandatory 25% monetary contribution in the amount of $53,476, available in the Matching Funds for Grants Account and a mandatory 75% In-kind support will be provided by the Municipal Drug Alliance Sub-Grantees in the amount of $160,427; and

WHEREAS, the amount of $53,476 is available in **A/C # 01-201-27-330-312**; and

WHEREAS, A/C# 02-213-40-660-312 has been established for the grant funds in the amount of $213,903; and

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

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res.16.545

Agenda No. 10.Z.4

TITLE: AUG 17 2016

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE EXECUTION OF A GRANT AGREEMENT

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 the Hudson County Department of Human Services for funding and to accept the grant award for the Municipal Drug Alliance Grant for fiscal year 2017 in the amount of $213,903; and

2. The City will provide the match funds in the amount of $53,476; and

3. The Mayor and Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, Including the administrative compliance and audit.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE EXECUTION OF A GRANT AGREEMENT

Project Manager

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	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

The Hudson County Department of Health and Human services has awarded the City of Jersey City FY 2017 Municipal Drug Alliance grant in the amount of $213,903 for the period of July 1, 2016 through June 30, 2017 to provide substance abuse prevention and education programs.

The City of Jersey City the City will provide a mandatory 25% monetary contribution in the amount of $53,476, available in the Matching Funds for Grants Account and a mandatory 75% In-kind support will be provided by the Municipal Drug Alliance Sub-Grantees in the amount of $160,427.

The amount of $53,476 is available in A/C Number # 01-201-27-330-312 and A/C Number # 02-213-40-660-312 has been established for the grant funds in the amount of $213,903.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 8/8/16

Signature of Purchasing Agent — **Date**

Peter Folgado, QPA

COUNTY OF HUDSON
DEPARTMENT OF HEALTH & HUMAN SERVICES
830 Bergen Avenue 4B
Jersey City, NJ 07306
Phone: (201) 369-5280
Fax: (201) 369-5281

THOMAS A. DEGISE
County Executive

DARICE TOON
Director

NICOLE HARRISON-GARCIA
Deputy Director

June 30, 2016

The Honorable Steven M. Fulop
City of Jersey City
280 Grove St.
Jersey City, NJ 07302

Dear Mayor Fulop:

Please be advised that the Hudson County Board of Chosen Freeholders, at its meeting on June 23, 2016, approved your Municipal Alliance allocation as noted below:

SERVICES	PRS Consultants, Inc. (Coordination), Educational Arts Team, New Jersey City University (PEP) Program, Hudson Pride, NCADD – Community Prevention Education, NCADD - Professional Training Institute, NCADD – TAMS Training, and the Philippine-American Friendship Committee.
ALLOCATION	$213,903
PERIOD	July 1, 2016 to June 30, 2017

Furthermore, your municipality's Municipal Alliance Plan, for this period, has been approved by the Governor's Council on Alcohol and Drug Abuse.

In order to formalize this approval, your alliance will need to submit, three (3) sets of the following contract documents to Derron Palmer's attention at the above address: 1) Annex A Program Information 2) Annex B Budget Document and 3) Standard Language Documents. This office is available to provide any technical assistance you may need in preparing these contract documents. No grant reimbursements for this contract year will be made until all contract documents are received by this office. Until this process is completed, this letter serves as confirmation of your funding award.

You are reminded that the quarterly programmatic and expenditure reports are due by the 15th business day following the end of each quarter. The completed expenditure report and appropriate back-up documentation must accompany each voucher your municipality submits.
Please feel free to contact Derron Palmer at 201-369-5280 if you have any questions.
Thank you for your cooperation.

Very truly yours,

Darice Toon, Director
Department of Health and Human Services

cc: Paul Steffens

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 8
ALLIANCE BUDGET

Alliance Name: Jersey City **County:** Hudson **Grant Year:** 7-1-16 to 6-30-17 **Last Updated:** 12/31/2015

PROGRAM	DEDR AWARD TOTAL	DEDR			CASH MATCH	IN-KIND	PROGRAM TOTAL
		PERSONNEL/TWP EMPLOYEE	CONSULTANT	OTHER DIRECT COST			
Alliance Coordination	$36,000.00		$36,000.00		$35,476.00	$19,427.00	$90,903.00
Educational Arts Team	$40,000.00		$40,000.00			$30,000.00	$70,000.00
PAF-COM	$35,000.00		$35,000.00			$24,000.00	$59,000.00
Hudson Pride	$18,000.00		$18,000.00		$18,000.00	$24,000.00	$60,000.00
New Jersey University (PEP)	$35,000.00		$35,000.00			$24,000.00	$59,000.00
NCADD-Community Prevention Education	$27,600.00		$27,600.00			$20,000.00	$47,600.00
Professional Training Institute	$19,303.00		$19,303.00			$16,000.00	$35,303.00
NCADD-TAMS Training	$3,000.00		$3,000.00			$3,000.00	$6,000.00
	$0.00						$0.00
	$0.00						$0.00
	$0.00						$0.00
	$0.00						$0.00
	$0.00						$0.00
	$0.00						$0.00
	$0.00						$0.00
TOTAL EXPENSES	213,903.00	0.00	213,903.00	0.00	53,476.00	160,427.00	$427,806.00

BUDGET MODIFICATION

FROM:

Program Name	Category*	Amount Moved

* Category must be one of the following: DEDR Personnel/Twp. Employee, DEDR Consultant, DEDR Other Direct Cost, Cash Match, or In-Kind

TO:

Program Name	Category*	Amount Moved

* Category must be one of the following: DEDR Personnel/Twp. Employee, DEDR Consultant, DEDR Other Direct Cost, Cash Match, or In-Kind

Justification:

X _____ Alliance Chairperson _____ Date

X _____ County Alliance Coordinator _____ Date

X _____ Municipal CFO _____ Date

X _____ GCADA, Director of Prevention and Training _____ Date

** SIGNATURES ONLY REQUIRED FOR BUDGET MODIFICATION **

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2016 by and between the City of Jersey City, (hereinafter referred to as the "City") and _____ (hereinafter referred to as the "Sub-grantee").

WITNESSETH THAT:

WHEREAS, The Hudson County Department of Health and Human Services (hereinafter referred to as the "County") awarded the City FY 2017 Municipal Alliance grant funding in the amount of $213,903.00 to provide substance abuse prevention and education programs; and

WHEREAS, in accordance with the grant requirements, the City solicited competitive proposals for providing such programs; and

WHEREAS, in accordance with the terms and condition of the grant, the City is required to utilize the services of the contractors and agencies identified in the City's grant application; and

WHEREAS, the County approved the services described in the proposal submitted by the Sub-grantee to the City;

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. Term of Agreement

This Agreement shall be effective as of the first day of July, 2016 and terminate on June 30, 2017.

2. Work to be performed

The Sub-grantee shall, in satisfactory manner as determined by the City perform those services outlined in the attached work plans and budget.

3. Compliance with Approved Program

All activities authorized by this Agreement will be performed, as delineated in Attachment A, in accordance with the approved work program, the approved budget, the grant conditions and special conditions as required by the City.

4. Communications

The Sub-grantee will direct all communications concerning this Agreement to: Stacey Flanagan, Director, Department of Health and Human Services, 199-200 Summit Avenue, Jersey City, New Jersey 07306. The Sub-grantee has designated the following as the individual to whom all communications concerning this Agreement will be directed to:

Name of Contact Person _____

Mailing Address _____

_____

Telephone _____

5. Report, Records and Evaluations

The Sub-grantee agrees to submit to the City, in a timely manner, such reports as may be required by the City, including the following:

a. A quarterly program report shall be submitted to the City by the tenth working day after the end of each quarter.

b. A fiscal monitoring report and back up documentation shall be submitted on a regular basis as required by the City. The format shall be determined by the City.

c. The Sub-grantee will make available to the fiscal officer of the City all financial books, records, documents and files including payroll information as well as any other material deemed necessary by the City fiscal officer to satisfy any audit requirements of this program.

d. The City may send a representative to evaluate the performance of the Sub-grantee under this contract at anytime. The Sub-grantee agrees to cooperate with any and all evaluations and to provide the City with any information, reports or data required.

6. Purchases

All purchases and contracts in the amount of $500.00 or more, not to exceed $17,500.00, must be evidenced by three quotations which should be maintained on file in the Sub-grantee's office.

All purchases and contracts in the amount of $17,500.00 and above, not to exceed $36,000.00, must receive written approval from the City prior to making the actual purchase. Purchases in the amount of $36,000.00 or more are not allowed.

All purchases of equipment must receive written approval from the City prior to making the actual purchase.

Contracts for consultants or professional services must be approved by the City prior to obtaining the services.

Over- expenditures, within any line item (s) in the budget (s), will be denied.
The Sub-grantee must have a written letter of approval from the City prior to any modifications.

7. Compliance Regarding audits and Inspections

At any time during the normal business hours and as often as the City may deem necessary, there shall be made available to the City, all of the Sub-grantee's records with respect to all matters covered by this Agreement. The Sub-grantee will permit the City to audit, examine and make excerpts or transcripts.

Effective on or after July 1, 1996, the following audit requirements are applicable:

a. A single audit is required if the sub-grantee receives at least $300,000.00 in awards from any grant source through the City of Jersey City during its fiscal year, beginning after June 30, 1996. This report is to be submitted within nine (9) months of the end of the period audited.

b. Sub-grantees that receive at least $20,000.00 in awards from the City from any grant source, CSBG, CDBG, ESG, HOPWA, other State, Federal or Local grant, are required to provide an audited financial statement and a management letter concerning internal control and compliance. This financial information must be submitted to the City within six (6) months of the end of their fiscal year.

If the required report is not submitted to the City within the specified time period, the City will make one (1) written request to the sub-grantee. If the report is not received within thirty (30) days of the letter, the City will not process any further requests for payment until the report is received and deemed satisfactory.

8. Personnel

The Sub-grantee shall have the right to hire its own staff provided it is in conformity with the operation program.

9. Application for Other Grants

The Sub-grantee shall have the prerogative of applying to other funding sources for grants and shall submit timely letters of intent to do so to the City.

10. Changes

The Sub-grantee may from time to time request changes in the scope of services of the Sub-grantee to be performed hereunder. Such changes including any increase or decrease in the amount of funds available to the Sub-grantee from the City will be contained in written amendments to this contract.

11. Compliance with Federal and Local Laws

The Sub-grantee shall comply with all applicable laws, ordinances and codes of the state and local governments.

12. Retention of Records

Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by the Sub-grantee for a period of three years from the date of its last annual performance report on the project except as follows:

Records that are the subject of any finding, concern, or issue raised by any federal agency or the City shall be retained for at least three years after final resolution of such matters with the Federal government and the City.

Records for non-expendable property which was acquired with Federal Grants funds shall be retained for three years after its final disposition.

13. Covenant Against Contingent Fees

The Sub-grantee warrants that no person or selling agency or other organizations has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee. For breech or violation of this warrant, the City shall have the right to annul this Agreement without liability, or in its direction to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or to seek such other remedies as legally may be available.

14. Errors and Omissions

Sub-grantee shall perform its services consistent with the professional skill and care ordinarily required by program specifications as practiced by Municipal Alliances of the same or similar locality under the same or similar circumstances. Sub-grantee shall perform its services as expeditiously as is consistent with such professional skill and care to ensure compliance and the orderly progress of the project. Sub-grantee must also provide proof of Errors and Omissions/Professional Liability in the amount of $1,000,000.

15. Termination

The City may by giving reasonable written notice specifying the effective date, terminate this contract in whole or in part for cause, which shall include:

a) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations, under this Agreement, including compliance with the approved program, executive orders and the City directives as may become generally applicable at any time;

b) Submission by the Sub-grantee to the City of reports that are incorrect or incomplete in any material respect;

c) Suspension or termination by the County of the grant to the City under which this Agreement is made. If the Sub-grantee is unable or unwilling to comply with such additional conditions as may lawfully be applied by the City with regard to this grant, the Sub-grantee shall terminate the contract by giving reasonable written notice to the City

signifying the effective date thereof. In such an event, the City may require the Sub-grantee to ensure that adequate arrangements have been made for the transfer of grant activities to another organization or to the City.

In the event of any termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Sub-grantee under this Agreement shall be disposed of according to City directives.

Notwithstanding the above, the Sub-grantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Sub-grantee and the City may withhold any reimbursement to the Sub-grantee for the purpose of set-off until such time as the exact amount of damages due the City from the Sub-grantee is agreed upon or otherwise determined.

This Agreement shall be null and void should categorical funding from the County be unavailable.

16. Expenditures

The Sub-grantee may incur costs only during the period set forth in paragraph one of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the contract period shall be liquidated within thirty days. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

No contract funds shall be expended except as identified in the Agreement.

17. Modification

This Agreement may be modified by mutual consent in writing. A modification to any section of this Agreement will not act as to modify the total Agreement.

18. Labor Standards

All laborers and mechanics employed by contractors and subcontractors in the construction, alteration or repair including painting and decorating of projects, buildings and works which are federally assisted under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with Davis-Bacon Act, as amended (40 W.S.U. 276A 5).

19. Discrimination in Employment Prohibited

The Sub-grantee will not discriminate against any employee employed in the performance this Agreement, or against any applicant for employment because of race, creed, color or national origin. The Sub-grantee will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, color or national origin. This requirement shall apply to but not be limited to the following: employment upgrading, demotion or transfers; recruitment advertising; layoff or termination; rates of pay or other forms of compensation' and selection for training, including apprenticeship. In the event that the Sub-grantee signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1963), the contractor shall include the equal-employment clause specified in Section 301 of Executive Order 10925, as amended.

20. Discrimination Prohibited

No person in the United State shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contract will comply with the regulations that may be promulgated by NJADOH or pursuant to that Civil Rights Act of 1964 (43 C.F.R. Part 1010).

21. Political Activity Prohibited

None of the funds, materials, property or services contributed by the City to the Sub-grantee under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

22. Compliance with Affirmative Action

The Sub-grantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246, as amended.

23. Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000.00, 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 $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).

24. City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed and sealed the day and year first above written.

Attest:	**City of Jersey City**
_____	_____
Robert Byrne, City Clerk	**Robert J. Kakoleski, Business Administrator**
Witness:	**Sub-grantee**
_____	_____
Name: **Title:**	**Name:** **Title:**

ATTACHMENT A

PROGRAM DESCRIPTION: Educational Arts Team, Inc. – Program staff will provide substance abuse prevention and education consultant services that will included but not be limited to: workshops, seminars, trainings and drug-free alternative activities projected to decrease the probability of problem drinking. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

PROJECT BUDGET:

Categories	Initial Allocation	*Second Allocation	Total
Personnel			
Consultant	$40,000.00		$40,000.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
Totals	$40,000.00		$40,000.00

ATTACHMENT A

PROGRAM DESCRIPTION: Philippine-American Friendship Committee, Inc. (PAF-COM) – Program staff will provide substance abuse prevention and education consultant services that will included but not be limited to: drug-free alternative activities (Basketball After-School Program, and Zumba and Yoga Classes) to address the issue of problem drinking for the benefit of the Asian-American community and the residents of the City of Jersey City as a whole. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

PROJECT BUDGET:

Categories	Initial Allocation	*Second Allocation	Total
Personnel			
Consultant	$35,000.00		$35,000.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
Totals	$35,000.00		$35,000.00

ATTACHMENT A

PROGRAM DESCRIPTION: Hudson Pride Connections Center - Program staff will provide substance abuse prevention and education consultant services that will included but not be limited to: drug-free alternative activities, workshops, seminars, professional trainings, healthcare assessments and referrals (as needed) and an information dissemination campaigns to address the issue of problem drinking. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

PROJECT BUDGET:

Categories	Initial Allocation	*Second Allocation	Total
Personnel			
Consultant	$36,000.00		$36,000.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
Totals	$36,000.00		$36,000.00

ATTACHMENT A

PROGRAM DESCRIPTION: New Jersey City University – Peers Educating Peers Program - Program staff will provide substance abuse prevention and education consultant services that will included but not be limited to: drug-free alternative activities, workshops, professional didactic lectures and an information dissemination campaigns to address the issue of problem drinking for the benefit of the NJCU student population and the Jersey City community as a whole. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

PROJECT BUDGET:

Categories	Initial Allocation	*Second Allocation	Total
Personnel			
Consultant	$35,000.00		$35,000.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
Totals	$35,000.00		$35,000.00

ATTACHMENT A

PROGRAM DESCRIPTION: NCADD of Hudson County, Inc. – Community Prevention Education Program (CPE) – Program staff will to provide substance abuse prevention and education consultant services: namely, the Community Prevention Education Program (CPE) which is a series of evidence-based youth prevention and education classes that demonstrated effectiveness in reducing underage drinking and parent workshops designed to educate parents on how to keep alcohol out of the hands of their youth. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

PROJECT BUDGET:

Categories	Initial Allocation	*Second Allocation	Total
Personnel			
Consultant	$27,600.00		$27,600.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
Totals	$27,600.00		$27,600.00

ATTACHMENT A

PROGRAM DESCRIPTION: NCADD of Hudson County, Inc. – Professional Training Institute - Program staff will organize and implement the Professional Training Institute; which is a series of (12) didactic workshops on substance abuse prevention and education related topics. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

PROJECT BUDGET:

Categories	Initial Allocation	*Second Allocation	Total
Personnel			
Consultant	$19,303.00		$19,303.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
Totals	$19,303.00		$19,303.00

ATTACHMENT A

PROGRAM DESCRIPTION: NCADD of Hudson County, Inc. – Techniques for Alcohol Management System (TAM) Training - Program staff will provide substance abuse prevention and education consultant services, namely, (1) Techniques for Alcohol Management Systems (TAM) training for the benefit of alcohol licensees of the City of Jersey City. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

PROJECT BUDGET:

Categories	Initial Allocation	*Second Allocation	Total
Personnel			
Consultant	$3,000.00		$3,000.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
Totals	$3,000.00		$3,000.00

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

City Clerk File No. Res. 16.546

Agenda No. 10.Z.5

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A HOST AGENCY AGREEMENT WITH EASTER SEALS NEW JERSEY THAT AUTHORIZES THE CITY OF JERSEY CITY TO PARTICIPATE IN THE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM

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

WHEREAS, the Older American Community Service Program ("Program") is authorized by 42 U.S.C. 3056 et seq.; and

WHEREAS, the purpose of the Program is to provide skilled internships for seniors in job transition; and

WHEREAS, Easter Seals New Jersey ("Easter Seals") is a non-profit corporation that is authorized by the Federal Government to provide Program services; and

WHEREAS, the City of Jersey City ("City") desires to enter into a Host Agency Agreement with Easter Seals; and

WHEREAS, under the terms of the Host Agency Agreement, the City assigned an employee to supervise and train program participants while the program participants performed training work assignments for the City at no cost to the City; and

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

1. The Mayor or Business Administrator is authorized to execute the Host Agency Agreement in the form of the attached with Easter Seals New Jersey.

2. The term of the agreement is one year effective as of July 1, 2016.

SF
8/5/16

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

A RESOLUTION AUTHORIZING THE EXECUTION OF A HOST AGENCY AGREEMENT WITH EASTER SEALS NEW JERSEY THAT AUTHORIZES THE CITY OF JERSEY CITY TO PARTICIPATE IN THE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM.

Initiator

Department/Division	Health and Human Services	Senior Nutrition
Name/Title	Stacey L. Flanagan	Director
Phone/email	**201-547-6560**	sflanagan@yrnj.org

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

Resolution Purpose

To authorize an agreement with Easter Seals New Jersey, pursuant to the Older American Community Service Employment Program, to foster individual self-sufficiency and promote useful opportunities in community service activities for unemployed low-income persons who are age 55 or older, particularly who have poor employment prospects, and to increase the number of persons who may enjoy the benefits of unsubsidized employment in the public sector. The agreement shall expire June 30, 2017.

The Host Agency Agreement is attached as Exhibit A, pages 1-11.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8/8/16

easterseals New Jersey
taking on disability together

Senior Community Service Employment Program
Host Agency Record Checklist

Program Year: **July 1, 2016 – June 30, 2017**

	Host Agency Agreement (if only one signed per year)
	Host Agency Authorized Signature Form
	Host Agency Information Page
	Host Agency In-kind Supervision Report
	Host Agency Available Training Opportunities
	Host Agency Supervisor's Responsibilities
	Host Agency Orientation Form
	501(c)(3) documentation

easterseals New Jersey
taking on disability together

Senior Community Service Employment Program
Host Agency Agreement

Host Agency_____

Host Agency:	☐ Non-profit certified ☐ Government Agency
☐ 501(c)(3) documentation is attached	☐ 501(c)(3) documentation is on file at Easter Seals

As part of the Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the above-named agency, a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and Easter Seals New Jersey (hereinafter referred to as Easter Seals).

SCSEP is a short-term, work-training program that prepares participants for unsubsidized employment off of the program. The intent of this agreement is to provide useful training assignments for job seekers to become job ready.

The Host Agency agrees:

- To provide a safe and healthful training site, adequate orientation and additional training as needed, and to treat each participant as a valued partner in the host agency.
- To assist Easter Seals in transitioning fully trained participants off of the program; and to give serious consideration for any permanent job openings in the agency to qualified assigned participants. The expectation is that most participants will achieve unsubsidized employment within six (6) to nine (9) months of program enrollment.
- To abide by mutually agreed to participant training schedules, documented through properly prepared time sheets, activity reports and periodic performance evaluations. Participants are required to attend periodic meetings during regular training hours, and the host agency recognizes that participants will be unavailable for training during these times.
- To report any and all in-kind contributions accurately, documenting supervisors' rates of pay, time spent training and providing oversight of the participant, and any other and all other records and assistance necessary to prove Easter Seals' compliance with SCSEP regulations.
- That the participant may remain in one training assignment only long enough to meet the training needs of the participant's Individual Employment Plan (IEP) and may be re-assigned at any time to another Host Agency, sent to Job Club or other trainings, or referred to Unsubsidized Employment opportunities. It is further understood that no Host Agency owns a participant, nor a participant a Host Agency.
- That sponsorship of a participant will not result in the partial or total displacement of a current employee; will not reduce regular assigned employee work hours, wages, or benefits; will not be used as a replacement for a position from which a person has been laid off; will not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be done.
- To assure that participants are not discriminated against based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law.
- To send a representative to the group meeting of Host Agency supervisors and update all agreement paperwork annually.
- To not serve as a host agency for any other SCSEP project sponsor site while this agreement is in effect.
- To inform Easter Seals immediately if its' Section 501(c)(3) certification changes.
- To furnish any tools, equipment, supplies and safety training, equipment or preparation required to perform the participant's assignment; No lifting over 20 pounds and no step stools or ladders during training.
- To comply with applicable provisions of the Americans with Disabilities Act.
- To maintain adequate insurance covering participants while acting under the host agency's supervision. This obligation includes the maintenance of comprehensive general liability insurance. Additionally, if participants have been authorized to drive as part of their assignments, the agency will insure that all documentation required is completed before participant is assigned to drive. This includes an agreement of continuous liability coverage

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Senior Community Service Employment Program
Host Agency Agreement

Host Agency_____

($100,000/$300,000), agency insurance information, insurance declaration pages, official driving record of the participant, a copy of their valid driver's license and any other information necessary to minimize the agency's liability.

- To not hold Easter Seals liable for any damages incurred in the case of a driving accident involving an assigned participant.
- To complete a Department of Labor (DOL) survey of randomly selected Host Agencies; please complete the survey as it influences continued DOL funding for this grant.
- To assure that participants are not assigned to positions that involve political activities on behalf of either partisan or non-partisan groups.
- To notify Easter Seals if a participant is absent due to illness for an extended period of time.

Easter Seals agrees:

- To recruit, enroll, and assign a participant to the host agency for the purpose of engaging in productive community service training employment with duties and tasks as specified in a written description of a community service training assignment.
- To be responsible for all administrative and fiscal controls of SCSEP and for paying training wages and providing applicable fringe benefits, including worker's compensation, to each participant.

Easter Seals reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interests of the participant, or will better support the goals and objectives of the program. Host Agency understands that they have no inherent right to a participant and that assignment of participants to that host agency depends upon the training needs and job goals of that participant. The host agency may terminate its participation as a host agency at any time for any reason upon notification to Easter Seals. This agreement may be amended by written mutual agreement.

This Host Agency Agreement and is in effect from ___July 1, 2016___ to ___June 30, 2017___.
(Date) (Date)

My signature acknowledges that I understand and agree to the terms of this Agreement and that I have received an orientation by Easter Seals SCSEP staff and have received, read and understand the responsibilities included in the Host Agency Handbook.

Supervisor's Signature _____

Host Agency:_____
Address:_____
_____
County:_____
FEIN:_____
Signature:_____
Name:_____
Title:_____
Date:_____

Easter Seals New Jersey
25 Kennedy Blvd., Suite 600
East Brunswick, NJ 08816

Signature:_____
Name:_____
Title:_____
Date:_____

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Senior Community Service Employment Program
Host Agency Authorized Signature Form

Host Agency_____

It is a requirement of the Department of Labor that Easter Seals NJ (ESNJ) has an authorized signature of all the host agency supervisors and alternates. Only supervisors who have completed the following will be permitted to sign/input Participant Time Sheets: 1) signatures are on this form; 2) complete Electronic Time Sheet (EBS) training provided by ESNJ; 3) review the Electronic Time Tracking Protocol and ESNJ Privacy and Security Standards; and 4) sign/submit the Notice of ESNJ Privacy and Security Standards and SCSEP Time Tracking Protocol Acknowledgement form. *Please refer to attached documents.* Use additional forms to include all Host Agency Supervisors, if necessary ** *If a new Host Agency Supervisor needs to meet any of these conditions, please contact your county Resource Specialist to complete requirements by June 1st, 2013.*

Note: A new Authorized Signature Form must be submitted along with a new Host Agency Supervision Report, immediately as supervisor changes occur. Participant time sheets without authorized signatures will not be processed.

Program Year: **July 01, 2016** (year) **TO** **June 30, 2017** (year)

Supervisor's Signature: _____

Supervisor's Typed or Printed Name: _____ Email Address: _____

Supervisor's Signature: _____

Supervisor's Typed or Printed Name: _____ Email Address: _____

Supervisor's Signature: _____

Supervisor's Typed or Printed Name: _____ Email Address: _____

The following people are only authorized to sign Participant Time Sheets when the direct supervisor(s) listed above is not available:

Alternate Supervisor's Signature: _____

Alternate's Typed or Printed Name: _____ Email Address: _____

Alternate Supervisor's Signature: _____

Alternate's Typed or Printed Name: _____ Email Address: _____

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Senior Community Service Employment Program
Host Agency Information Page

Host Agency _____

General Host Agency Information

5. Host agency mailing address

_____
a. Number and street, suite number; or PO Box

_____
b. City

_____
c. State d. Zip code

6. FEIN _____

7. Host agency type
- ☐ a. Not-for profit
- ☐ b. Government

7a. Date of host agency agreement _____
(matches date on most recent Host Agency Agreement)

7b. Date of host agency monitoring visit _____
(matches date on most recent Host Agency Monitoring Form)

8. Host agency site name and location

_____

8a. Host agency job codes
- i. _____
- ii. _____
- iii. _____

8b. Host agency continued availability
- ☐ i. Available
- ☐ ii. Not available

Contact Information

(Contact information for Customer Service Survey)

9. Name of contact person _____

10. Contact person's mailing address
(if different from number 5)

_____
a. Organization or address field 1

_____
b. Number and street, suite number; or PO Box

_____
c. City

_____
d. State e. Zip code

11. Contact person's title _____

11a. Contact person's salutation
- ☐ Mr.
- ☐ Ms.

12. Contact person's phone number

_____

12a. Contact person's fax number _____

12b. Contact person's email _____

Supervisor Information

Complete fields 12b-12h if supervisor is different from contact person (number 9).

12c. Name of supervisor _____

12d. Supervisor's mailing address
(if different from number 5)

_____
a. Organization or address field 1

_____
b. Number and street, suite number; or PO Box

_____
c. City d. State e. Zip code

12e. Supervisor's title _____

12f. Supervisor's salutation
- ☐ Mr.
- ☐ Ms.

12g. Supervisor's phone number _____

12h. Supervisor's fax number _____

12i. Supervisor's email _____

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Senior Community Service Employment Program
Host Agency Information Page

Host Agency_____

12h. Funding source of supervisor or contact person/supervisor

☐ federal
☐ non-federal

Hourly rate _____

Average hours/wk _____

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Senior Community Service Employment Program
Host Agency In-kind Supervision Report

Host Agency_____

Address_____

City_____ **State**_____ **Zip**_____ **County**_____

Phone_____ **Fax**_____

1. Supervisor Name & Title	2. Hourly Wage	3. Source of Wages	
	$	Fed %	Non-Fed%
	$	Fed %	Non-Fed%
	$	Fed %	Non-Fed%
	$	Fed %	Non-Fed%
	$	Fed %	Non-Fed%
	$	Fed %	Non-Fed%

Please indicate:

1. The name(s) of the person(s) designated as immediate supervisors for each Easter Seals SCSEP participant assigned to your agency. If more than one supervisor, enter the name of the supervisor who provides the majority of the supervision and signs the time sheet.
2. The hourly wage for the supervisor. If a participant's supervisor is a volunteer, indicate an hourly wage that would be appropriate for a paid position with the same responsibilities. If a supervisor receives an annual salary, please calculate the hourly wage by dividing the salary by 2080 (based on a 40 hr work week); 1950 (based on a 37 1/2 hr work week); 1820 (based on a 35 hr work week), etc. If a participant has more than one immediate supervisor, only list the name of the person who provides the majority of the supervision.
3. The source of the funds used to pay the wages of the supervisor. For instance "Non-federal 100%", or "Federal 50% and Non-Federal 50%". If the wages are entirely federal, or entirely non-federal, indicate 100% in the appropriate space. Do not leave item 3) blank. If the supervisor's wages are paid from both federal and non-federal funds, please indicate the appropriate percentages. The individuals named below have the power and authority to supervise SCSEP participants.

I hereby certify (1) that this report is true in all respects; (2) that all contributions have been reported in accordance with the Host Agency Agreement; (3) receipts, records, and accounts as required by the agreement and the U.S. Department of Labor rules and regulations are sufficient to document each contribution for which credit is claimed and are available for inspection; (4) the contributions are from non-federal sources with the exception of general revenue sharing funds; (5) these contributions have not been claimed on any other federal program.

_____ _____
Signature of Authorized Official **Date**

_____ _____
Typed Name **Title**

(Authorized Official should be an executive of the organization who can verify the wage information.)

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Senior Community Service Employment Program
Host Agency In-kind Supervision Report

Host Agency_____

Instructions

As a part of Federal Regulation Easter Seals NJ is required to report all non-federal in-kind match that is contributed to the Senior Community Service Employment Program; this includes all in-kind match contributed by host agencies. The most significant portion of the in-kind contribution that host agencies contribute is the value of salaries of the host agency personnel who directly supervise the Easter Seals SCSEP participants. Please talk to your Easter Seals SCSEP contact to inquire if other contributions you make to SCSEP (i.e. uniforms for participants, other services provided, etc) qualify as in-kind contributions.

Because you are required to report all in-kind contributions to us, we require that you submit the above information, so that we will be able to calculate your agency's in-kind match throughout the year. This information is kept strictly **confidential** and will only be used for calculating the non-federal value of supervision time.

This report will document the hourly wage of each SCSEP participant's supervisor. The number of hours provided in one-on-one supervision each pay period will be documented on the Participant Time Sheets. Easter Seals NJ will then multiply each supervisor's wage rate by the number of hours spent supervising participants during each pay period to calculate the non-federal in-kind contribution.

It is extremely important that the host agency supervisor accurately inputs the in-kind supervision hours, as this is a Department of Labor requirement. In the event that another authorized host agency supervisor signs a participant's time sheet, please choose the name of the supervisor who actually supervised the participant during the pay period. This will allow for accurate reporting of in-kind supervision hours.

A new Host Agency In-kind Supervision Report and Authorized Signature Form shall be completed by the host agency anytime there are supervisor changes within the grant year and forwarded to Easter Seals NJ.

Please contact Easter Seals NJ SCSEP if you have any questions.

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Senior Community Service Employment Program
Host Agency Available Training Opportunities

Host Agency_____

Please complete this form so we can have a complete inventory of the training opportunities and assignments that are available through your agency. This document will be used to *customize training assignments for each participant* and as a *pre-screening tool* to match appropriate candidates with the right Host Agencies. Our local SCSEP staff will rely on this information when he/she develops each participant's individual training assignment. Please be sure to include all **potential and existing** training options available through your agency, so we can better assist you in expanding your community services and provide quality training to our program participants.

Please list and describe all training opportunities available through your agency:

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8	

Criteria for Selection: Used to pre-screen and match the right candidates for training opportunities with your agency). Remember, any background checks required by the Host Agency will need to be completed and paid for by the Host Agency.

Describe Agency services available to Trainee (if any):

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Senior Community Service Employment Program
Host Agency Supervisor's Responsibilities

Host Agency_____

Highlighted below are some of the areas that require the constant attention of the training supervisors who are responsible for participants.

Absence	If a participant is absent due to illness for an extended period of time (i.e. hospital stay), please notify Easter Seals NJ ASAP.
Accident	If a participant is hurt on the job, please notify ESNJ and complete the Incident/Accident Report immediately. Please follow the instructions in the Workers' Compensation Instructions of the Host Agency Handbook.
Evaluations	Periodically the host agency Supervisor will be required to evaluate the performance of the participant(s) assigned to their site. These should be completed in a timely fashion and returned to Easter Seals NJ. At the end of each participant's Community Service Assignment, an exit evaluation will be required and promptly returned to your Easter Seals NJ.
Employment Interviews	One of the main goals of this program is to aid the participant(s) in finding unsubsidized employment. This may require that interviews be scheduled during hours that the participant is scheduled to work at your site. The participant will be excused from the work site and will be paid for this time.
Assignment Description	The participant should be assigned only those duties that are part of the Community Service Assignment, which the host agency representative completed for the position. If new training or new duties are added, a new Community Service Assignment must be completed, and approved by Easter Seals NJ, prior to the change of assignment.
Maintenance of Effort	A participant will neither displace nor replace any paid employee. Easter Seals NJ, must be notified if your site is in the process of laying off any employees. At that time an evaluation will determine if the participant may continue to train at your site.
Mandatory Quarterly Meetings	Quarterly meetings are scheduled for all participants. It is mandatory for all participants to attend these meetings. Supervisors are expected to support the participant's attendance at these meetings. A participant's failure to attend may result in loss of wages and/or termination from the program.
Time Sheets	It is the responsibility of the host agency supervisor to verify that Time Sheets are filled out correctly, the hours trained reflect the actual time that the participant was on the assignment and all time sheets are submitted to payroll in a timely manner. Time Sheets may only be signed by supervisors who have signed the Host Agency Authorized Signature Form.
Volunteer	Participants may not volunteer to perform their usual training assignment duties. They may volunteer for the host agency, but not for the duties that are a part of their training assignment description. Permitting participants to volunteer may jeopardize host agency status.

I certify that a SCSEP team member has reviewed this information with me, answered my questions, and provided me with a copy of this document.

_____ _____
Signature of primary host agency supervisor Date

_____ _____
Signature of SCSEP staff member Date

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Senior Community Service Employment Program
Host Agency Orientation Form

Host Agency_____

Complete	Topic
	Purpose of SCSEP – Explain the ultimate goals of SCSEP and its focus on training
	Role of host agency in training – Explain why the host agency is critical to the training of participants
	Assignment of Participants – Explain how participants will be assigned to the host agency; that participants may be transferred to a new host agency at any time and that the host agency may not always have a participant assigned there; discuss the participant who will be assigned there (if one is already lined up).
	Maintenance of Effort – Explain what this is, examples of violations of maintenance of effort, and consequences of violating this policy.
	Supervisors - Explain supervisor's roles and responsibilities
	Community Service Assignment Description - List possible tasks/projects that participants assigned there could be trained on how to complete. This generic description then can be used for all future assignments to this training position, but will need to be tailored to each participant's training needs. Create a different Community Service Assignment Description for each potential training position at that host agency.
	Timesheets and In-Kind Hours – Explain the host agency supervisor's role in helping participants complete their timesheets. Additionally, stress the importance of not letting the participant train over the number of hours on their Community Service Assignment Descriptions. Explain how to calculate in-kind supervision hours.
	Mode of communication established – Determine who will be the main point of contact at each organization and exchange preferred contact information.
	Host Agency Handbook Review – Review all sections of handbook
	Copy/copies of Host Agency Handbook given to host agency representative(s)
	501 (c)(3) status – Obtain current copy of organizations 501(c)(3) status
	Paperwork completed – Explain Host Agency Agreement, Supervisor's Responsibilities, In-Kind Supervision Report, and Authorized Signature form and have host agency representative sign each. (Copies of each form should be given/sent to host agency.)

Orientation conducted by: _____ Date: _____

Host Agency Representative signature: _____ Date: _____

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

City Clerk File No. Res. 16.547

Agenda No. 10.Z.6

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A PARTNERSHIP AGREEMENT WITH THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM (EFNEP), RUTGERS COOPERATIVE EXTENSION OF HUDSON COUNTY TO PROVIDE NUTRITION EDUCATION THROUGH THE COOKING MATTERS AT THE STORE PROGRAM FOR EFFORTS TOWARDS HEALTHIER JC

COUNCIL FOR THE CITY OF JERSEY CITY offered and moved adoption of the following Resolution:

WHEREAS, the Jersey City Department of Health & Human Services (hereafter "JCHHS"), Partnership for a Healthier JC takes a preventative approach to advancing health equity and improving health outcomes for residents of Jersey City; and

WHEREAS, the Expanded Food & Nutrition Education Program (EFNEP), Rutgers Cooperative Extension of Hudson County has an established curriculum for healthy grocery store tours; and

WHEREAS, the City of Jersey City ("City") is desirous of entering into partnership agreement with EFNEP; and

WHEREAS, through the partnership the City and EFNEP will be committed to empowering low-income Jersey City residents to increase the consumption of healthy foods by providing basic nutrition education through the Cooking Matters at the Store program in conjunction with established curriculum used in the EFNEP program at the Rutgers Cooperative Extension of Hudson County; and

WHEREAS, the agreement attached hereto specifies the City's and EFNEP's responsibilities in reference to providing basic nutrition education through the Cooking Matters at the Store program to residents of Jersey City for Healthier JC; and

WHEREAS, the agreement attached hereto will be subject to annual review.

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 supporting the Department of Health and Human Services (JCHHS) to have a working relationship with the Expanded Food & Nutrition Education Program (EFNEP), Rutgers Cooperative Extension of Hudson County.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A PARTNERSHIP AGREEMENT WITH THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM (EFNEP), RUTGERS COOPERATIVE EXTENSION OF HUDSON COUNTY TO PROVIDE NUTRITION EDUCATION THROUGH THE COOKING MATTERS AT THE STORE PROGRAM FOR EFFORTS TOWARDS HEALTHIER JC

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

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

Resolution Purpose

The Expanded Food & Nutrition Education Program (EFNEP), Rutgers Cooperative Extension of Hudson County has an established curriculum for healthy grocery store tours.

The City of Jersey City ("City") is desirous of entering into partnership agreement with EFNEP to provide basic nutrition education through the Cooking Matters at the Store program in conjunction with established curriculum used in the EFNEP program at the Rutgers Cooperative Extension of Hudson County.

The partnership agreement will be subject to annual review.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8/8/16

Memorandum of Understanding

The purpose of this memorandum of understanding is to establish a formal working relationship between the City of Jersey City Department of Health & Human Services, Partnership for a Healthier JC and the Expanded Food & Nutrition Education Program (EFNEP), Rutgers Cooperative Extension of Hudson County.

The Jersey City Department of Health & Human Services, Partnership for a Healthier JC takes a preventative approach to advancing health equity and improving health outcomes for Residents city wide.

All partners are committed to empowering low-income Jersey City residents to increase the consumption of healthy foods by providing basic nutrition education through the *Cooking Matters at the Store* program in conjunction with established curriculum used in the EFNEP program at the Rutgers Cooperative Extension of Hudson County.

In doing so, each partner agrees to the following:

The City of Jersey City through the Jersey City Department of Health & Human Services, Partnership for A Healthier JC agrees to:

Utilize existing EFNEP curriculum materials and lesson plans for the healthy grocery store tours

- Promote this valuable Healthy JC partnership by including the partner agency in all related press releases, flyers, calendar listings and print media.
- Provide the partner agency with Cooking Matters Tours at the Store Web-Based Training, needed support and incentive items.
- Provide template communication materials for Cooking Matters at the Store tours.
- Provide all facilitator and participant curriculum and materials free of charge.
- Identify liaisons for the EFNEP Program of Hudson County from each of the following City agencies to establish community partnership and to meet our shared objectives: Senior Affairs, Senior Nutrition, Child Immunization Clinic, JC Housing Authority, Resident Response Center and Meals On Wheels.
- Conduct a meet and greet for all EFNEP & JC Agency liaisons.
- Connect EFNEP to JCHHS Partners, including but not limited to: JC Block Associations, Adopt A Lot Organizations, Community Based Organizations and the Jersey City Parks Coalition.

The EFNEP Program at the Rutgers Cooperative Extension of Hudson County agrees to:

- Attend Cooking Matters at the Store (CMATS) orientation session for Community Based Organizations (CBO)

- Have minimum 1 staff member complete CMATS Tour Leader Training

- Coordinate and conduct monthly tours with participants enrolled in the Jersey City Employment and Training Program, also known as Martin's Place during scheduled EFNEP nutrition education workshops

- Track CMATS tour and participant numbers for monthly submission to JCHHS

- Recruit (solicit/encourage) volunteer tour leaders from organization client base

- Cross promotion of CMATS program within partner agency structure divisions/departments and community events

- Provide CMATS program feedback for press releases

This agreement will be subject to annual review. Both partnership organizations with the appropriate notice can abrogate this partnership MOU should organizational commitments change.
I have read and agree to comply with all policies and responsibilities outlined in the above Memorandum of Understanding. I understand that failure to comply may result in termination of this Cooking Matters at the Store program agreement. If I have any follow-up questions or comments, I can contact Diane Jennings 201-547-4578

_____ _____

CMATS CBO Primary Contact Date

I value this partnership with the [INSERT CBO NAME] and agree to comply with all Cooking Matters at the Store program responsibilities outlined above. I understand that failure to comply may result in termination of [CBO]'s relationship with the Cooking Matters at the Store program.

_____ _____

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

City Clerk File No. Res. 16.548

Agenda No. 10.Z.7

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT BETWEEN JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY, FOR ITS SCHOOL OF CONTINUING PROFESSIONAL EDUCATION TO COOPERATE FOR THE EDUCATION OF PUBLIC HEALTH STUDENTS ENROLLED IN THE ENVIRONMENT AND PUBLIC HEALTH PROGRAM

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

WHEREAS, Jersey City Department of Health and Human Services is dedicated to improving public health education and outcomes; and,

WHEREAS, The Affiliation Agreement is made by and between Jersey City Department of Health and Human Services and Rutgers, The State University of New Jersey, for its School of Continuing Professional Education and,

WHEREAS, it is the intention of Rutgers, The State University of New Jersey, for its School of Continuing Professional Education and Jersey City Department of Health and Human Services to cooperate for the education of public health students enrolled in the Environment and Public Health Program; and,

WHEREAS, Rutgers, The State University of New Jersey , for its School of Continuing Professional Education will assume full responsibility for the planning and execution of the educational program in public health including administration, programming, curriculum content, faculty appointments and administration, and the requirements for student admission, matriculation, promotion, and completion ; and,

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.548

Agenda No. 10.Z.7

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT BETWEEN JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY FOR ITS SCHOOL OF CONTINUING PROFESSIONAL EDUCATION TO COOPERATE FOR THE EDUCATION OF PUBLIC HEALTH STUDENTS ENROLLED IN THE ENVIRONMENT AND PUBLIC HEALTH PROGRAM

WHEREAS, the term of this Agreement will be from July 27, 2016 through September 9, 2018 with the option to extend for one additional year ; and

WHEREAS, Jersey City Department of Health and Human Services has agreed to allow 200-hour field training for the education of public health students enrolled in the Environment and Public Health Program located at 199 Summit Avenue, Jersey City, NJ 07304.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said agreement between Rutgers, The State University of New Jersey, for its School of Continuing Professional Education and Jersey City Health & Human Services be approved and awarded as described, and that such agreement shall be drawn up and executed; and be it further

1. The Mayor or Business Administrator _____ is hereby authorized to execute a contract on behalf of Jersey City Department of Health & Human Services.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AUTHORIZING AN AFFILIATION AGREEMENT BETWEEN JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY, FOR ITS SCHOOL OF CONTINUING PROFESSIONAL EDUCATION TO COOPERATE FOR THE EDUCATION OF PUBLIC HEALTH STUDENTS ENROLLED IN THE ENVIRONMENT AND PUBLIC HEALTH PROGRAM

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

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

Resolution Purpose

Jersey City Department of Health and Human Services is dedicated to improving public health education and outcomes. As such, each year, we partner with Rutgers, The State University of New Jersey, and its School of Continuing Professional Education to provide the students enrolled in the Environment and Public Health Program with 200 hours of post course, externships. This enables students to qualify to such the State exams as Health Officer, Registered Environmental Health Specialist, Animal Control Officer, Communicable Disease Specialist, Certified Health Education Specialist, and other Civil Service Titles used in municipal health departments.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8/8/16

RUTGERS
New Jersey Agricultural Experiment Station

Office of Continuing Professional Education
New Jersey Agricultural Experiment Station
Rutgers, The State University of New Jersey
102 Ryders Lane
New Brunswick, NJ 08901-8519

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848-932-9271
Fax: 732-932-1187

Rutgers, The State University of New Jersey, New Jersey Experiment Station's Office of Continuing Professional Education ("**Rutgers**") offers an annual 12-week Environment and Public Health (EPH) program, comprised of a 7-week classroom segment, followed by a 200-hour field training internship. This program qualifies students to sit for the NJ Registered Environmental Health Specialist (NJREHS) state licensing exam. For the 200-hour field training, Rutgers seeks relevant, NJREHS-supervised learning experiences to further develop skills in public health concepts and demonstrate the application of these concepts through 'real-world' practical experiences as outlined in the program's established training manuals (***see Appendices A and B***).

The purpose of this Memorandum of Understanding is to identify the mutual responsibilities and expectations of Rutgers and the **Jersey City Division of Health, 199 Summit Avenue, Jersey City, NJ 07305** ("**Facility**") as it pertains to students conducting requisite field training.

1. **General Information.**

   A. The Facility will accept students in Rutgers' Environment and Public Health program for field training. This Memorandum of Understanding shall commence on the Effective Date (see Section 6 Term of Memorandum of Understanding).

   B. A period of 200 hours for each student's field training shall be agreed to in writing by Rutgers and Facility before beginning the field training.

   C. The number of students eligible to participate in field training shall be mutually determined by written agreement of the parties and may be altered by written mutual agreement.

   D. There shall be no discrimination against any employee engaged in the work required to produce the services and programs covered by this Memorandum of Understanding, or against any applicant for such employment because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information liability for military service, or mental or physical disability, including AIDS and HIV related illnesses or their belonging to any category now or later protected by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Facility shall insert a similar provision in all subcontracts.

E. Rutgers will not be obligated to compensate the Facility for any of the activities, services, or facilities provided for in this Memorandum of Understanding.

G. Rutgers and the Facility do not consider the student an employee of the Facility, but a student in the field training phase of his/her professional education.

H. Under this Memorandum of Understanding, both Rutgers and the Facility shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Memorandum of Understanding specifically states to the contrary.

2. **Responsibility of Rutgers.**

A. Rutgers shall provide the basic academic preparation of the students through classroom instruction, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

B. Rutgers will designate a program liaison to plan with designated Facility personnel (**"Site Preceptor"**) the field training as outlined in Appendices A and B attached. Said Rutgers liaison will also support the student and evaluate his/her work with the Site Preceptor from the Facility, as necessary.

C. Rutgers will provide to appropriate personnel at the Facility a list of University students to consider for fieldwork training at the Facility and will update such list, as necessary.

D. Rutgers will promptly consider any reasonable request by the Facility for withdrawal of students for sufficient and good cause.

E. Liability Insurance:

1. At its sole cost and expense, during the Term (and any extensions thereof), Rutgers shall maintain commercial general liability and professional liability coverage insuring the activities of its faculty, employees and students under this Agreement. Such insurance coverage shall provide policy limits of not less than $1,000,000 per claim and $3,000,000 in the aggregate as respects professional liability and $2,000,000 per occurrence and $5,000,000 in the aggregate as respects commercial general liability. University assumes any and all obligations for its employees that are required pursuant to the Worker's Compensation Laws of the State of New Jersey through a program of self-insurance, which provides statutory benefits for its employees in accordance with the terms and provisions of N.J.S.A. 34:15-1 et seq.

3. **Responsibility of the Facility.**

A. The Facility shall appoint an active New Jersey Registered Environmental Health Specialist (NJREHS) from its staff to act as Site Preceptor for the student(s) and provide the training and supervision of the student(s).

B. The Site Preceptor and/or designated staff members at the Facility will coordinate potential field training opportunities directly to assigned student(s).

C. The Facility shall arrange immediate emergency medical care for students in any instance of injury or illness. The cost of such emergency medical care shall be at the expense of the student. The Facility shall also orient the student to its policies and procedures including, if applicable, its infection control and safety procedures at the Facility that may be applicable to their environment and public health field training.

D. The Facility will permit students to utilize the parking/library facilities. The Facility will permit students to utilize the Facility's cafeteria at their own expense.

E. Liability Insurance:

1. The Facility shall either obtain and maintain at its own expense throughout the term of this Memorandum of Understanding, and any renewal thereof, a liability policy including professional and commercial general liability, insuring the Facility and its employees, staff, and agents against any and all claims for bodily injury or death and property damage resulting from the performance of services by the Facility, its employees, staff, and agents under this Memorandum of Understanding or provide such coverage through a program of self-insurance. Such coverage shall protect the Facility, its employees, staff, and agents against claims arising against the Facility, its employees, staff, and agents with limits of not less than $1,000,000 with respect to property damage, bodily injury or death to any person and $3,000,000 in the aggregate. Should such coverage be written on a claims made basis, the Facility shall assume liability for all future claims presented with regard to the performance of services by the Facility, its employees, staff, and agents in accordance with this Memorandum of Understanding.

2. The Facility shall furnish Rutgers with evidence, acceptable to Rutgers, that it has complied with the requirements for liability coverage prior to the effective date of this Memorandum of Understanding. Any failure to furnish such material or to keep such insurance coverage in full force and effect during the term of this

Memorandum of Understanding shall constitute cause for termination.

4. **Responsibilities of the Students.**

A. Students of Rutgers's Environment and Public Health program shall, at all times, follow the rules and regulations established by the Facility, and shall do so under the specific instruction of supervisory personnel of the Facility.

B. Each student shall provide evidence that his/her own health care is covered in the event of sickness or accident by an appropriate insurance policy.

5. **Criminal Background Checks for Students.**

Facility will conduct its own criminal background check on each student at the Facility's sole expense.

6. **Term of Memorandum of Understanding.**

A. The term of this Memorandum of Understanding shall run from **7/1/16 through 9/30/16**. This Memorandum of Understanding shall thereafter be automatically renewed for periods of one (1) year unless either party hereto shall notify the other party in writing not less than ninety (90) days prior to the termination of this Memorandum of Understanding that either party wishes not to renew this Memorandum of Understanding. Such written notice shall be sent by facsimile or overnight mail through a courier with a reliable system for tracking delivery to the addresses set forth below:

To Rutgers:

Casandra Burrows
Assistant Director
Office of Research and Sponsored Programs
Rutgers, The State University of New Jersey
3 Rutgers Plaza, ASB III, New Brunswick, NJ 08901-8559

with a copy to:

Dalynn R. Knigge
Sr. Program and Conference Coordinator
NJAES - Office of Continuing Professional Education
Rutgers, The State University of New Jersey
102 Ryders Lane, New Brunswick, NJ 08901-8519

To the Facility:

Robert J. Kakoleski, Business Administrator
Jersey City Division of Health
199 Summit Avenue, Jersey City, NJ 07305

B. It is understood and agreed that the parties to this Memorandum of Understanding may revise or modify this Memorandum of Understanding by written amendment when both parties agree to such amendment.

C. Upon early termination of this Memorandum of Understanding, a student currently involved in field training shall be provided with a reasonable amount of time to complete his or her field training.

7. **Insertion of Law.**

It is the intent and understanding of the parties to this Memorandum of Understanding that each and every provision required by law to be inserted in this Memorandum of Understanding shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Memorandum of Understanding shall forthwith upon the application by either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.

8. **Choice of Law and Venue.**

This Memorandum of Understanding shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey, without resort to the conflicts of laws principles of the State of New Jersey. The parties agree that any and all claims arising under this Memorandum of Understanding, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey or in the courts of the State of New Jersey.

9. **Certification.**

A. The undersigned certifies and represents that this Memorandum of Understanding has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of this Memorandum of Understanding by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly and indirectly, to any State employee, officer or official.

B. The Facility certifies and represents that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

11. Counterparts.

This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates written below.

JERSEY CITY DIVISION OF HEALTH
JERSEY CITY, NEW JERSEY

Authorized By:

_____

Name: Robert J. Kakoleski
Title: Business Administrator

Date: _____

RUTGERS, THE STATE UNIVERITY OF NEW JERSEY
OFFICE OF RESEARCH AND SPONSORED PROGRAMS
NEW BRUNSWICK, NEW JERSEY

_____

Name: Casandra Burrows
Title: Assistant Director, Office of Research and Sponsored Programs

Date: _____

RUTGERS
New Jersey Agricultural
Experiment Station

APPENDIX A

Environment and Public Health: 2016 Field Training Manual for Supervisors

RUTGERS
New Jersey Agricultural
Experiment Station

APPENDIX B

Environment and Public Health: 2016 Field Training Manual for Trainees

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

City Clerk File No. Res. 16.549

Agenda No. 10.Z.8

Approved: AUG 17 2016

TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH GOTHIC WEST INC. AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Safety, Fire Division, provides training for all fire fighters; and

WHEREAS, the Fire Division is in need of a vacant building to provide the necessary training; and

WHEREAS, Gothic West Inc. owns vacant buildings at 154, 156, 158, 160, 162 and 164 Brunswick Street; and

WHEREAS, Gothic West Inc. has offered the vacant building for training to the City at no cost to the City; and

WHEREAS, the Fire Division will use the vacant buildings to train, as soon as possible; and

WHEREAS, Gothic West Inc., 615 Jersey Avenue, requires indemnification and a letter of insurance from Jersey City; and

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

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying Gothic West Inc. for use of their building by the Fire Division for training.
2. The Risk Manager is authorized to issue a letter of insurance to Gothic West Inc. to cover the training.
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

Approved: James R. Shea, Director

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 GOTHIC WEST INC. AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

Resolution Purpose

1. Gothic West Inc. has agreed to provide the Fire Division a building to train new fire fighters.
2. The Fire Division is requesting the City of Jersey City to enter into an agreement indemnification with Gothic West Inc. and authorize the Risk Manager to issue a letter of insurance.

I certify that all the facts presented herein are accurate.

Jerome Cale

Signature of Department Director

7/29/16

Date

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

City Clerk File No. Res. 16.550

Agenda No. 10.Z.9

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH HUDSON 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 Fire Division provides training for new Fire Fighter candidates; and

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

WHEREAS, Hudson County has a vacant building large enough to accommodate said training at 25 Oakland Avenue in Jersey City; and

WHEREAS, Hudson County has agreed that there will be no cost to the City or Fire Division for use of their building; and

WHEREAS, the Fire Division will use the building as soon as possible; and

WHEREAS, Hudson County requires indemnification and a letter of insurance from the City; and

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

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying Hudson County for the use of their building by the Fire Division for candidate training;
2. The Risk Manager is authorized to issue a letter of insurance to Hudson County to cover this training;
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED:
James R. Shea, Director
Public Safety

APPROVED:

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH HUDSON COUNTY AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

Resolution Purpose

1. Hudson County has agreed to provide the Fire Division a building to train new fire fighters.
2. The Fire Division is requesting the City of Jersey City to enter into an agreement indemnification with Hudson County and authorize the Risk Manager to issue a letter of insurance.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 7/12/16

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302
P: 201 547 4239 | F: 201 547 5298

MEMORANDUM

To: Matt Hogan
Risk Manager

From: James R. Shea
Director

Date: July 12, 2016

Re: Resolution and Letter of Insurance for Fire Fighter Training

The Jersey City Fire Division will be training fire fighter recruits at a vacant building owned by Hudson County. The building is located at 25 Oakland Avenue in Jersey City. Hudson County has requested a letter of insurance prior to authorizing use of their building. We are requesting your assistance to provide the requested letter.

Thank you for your assistance.

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

City Clerk File No. Res. 16.551

Agenda No. 10.Z.10

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO LIBERTY STATE PARK

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

WHEREAS, on October 2, 2016 the Jersey City Department of Public Safety, Fire Division, is holding it's Family Day Picnic; and

WHEREAS, the Jersey City Department of Public Safety, Fire Division, presents fire prevention literature and applications for Recruitment, as well as family day activities; and

WHEREAS, Liberty State Park/Camp Liberty have the necessary facilities to accommodate the needs of the Department of Public Safety, Fire Division; and

WHEREAS, Liberty State Park/Camp Liberty requires indemnification and letters of insurance from the City; 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 or for damage to the facilities.

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

1. The Mayor or Business Administrator be authorized to execute an agreement hereto indemnifying Liberty State Park/Camp Liberty for the use of their facilities by the Department of Public Safety, Fire Division, on October 2, 2016.
2. The Risk Manager is authorized to issue a Letter of Insurance to Liberty State Park/Camp Liberty to cover these activities.
3. The Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

APPROVED: _____
James R. Shea, Director
Public Safety

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO LIBERTY STATE PARK

Initiator

Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

Resolution Purpose

1. The Jersey City Fire Division will be holding its Annual Family Day Picnic in Liberty State Park/Camp Liberty on Sunday, October 2, 2016.
2. The Jersey City Fire Division is requesting the Risk Manager to enter into an agreement of indemnification and issue a letter of insurance to Liberty State Park.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 7/12/16

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

City Clerk File No. Res. 16.552

Agenda No. 10.Z.11

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY, DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE STATE OF NJ

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

WHEREAS, the State of NJ, Office of Emergency Management, NJ Task Force One, is the State's recognized Urban Search and Rescue Team; and

WHEREAS, the Department of Public Safety, Fire Division, has members assigned to NJ Task Force One; and

WHEREAS, the NJ Task Force One was officially appointed as a FEMA Urban Search and Rescue Task Force; and

WHEREAS, FEMA requires that all participating agencies (Jersey City Department of Public Safety) execute a memorandum of agreement with NJ Task Force One to allow the Task Force members to be federally deployed; and

WHEREAS, by executing this agreement FEMA will reimburse the City of Jersey City for all overtime costs to replace deployed Jersey City team members. Reimbursement to include all fringe benefits, pension, medical and administrative costs; and

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

1. The City of Jersey City is hereby authorized to approve and sign the memorandum of agreement with the State of NJ.
2. The Department of Public Safety, Fire Division, may participate in the NJ Task Force One Urban Search and Rescue.

Approved: _____
James R. Shea, Director

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AUTHORIZING THE CITY OF JERSEY CITY, DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE STATE OF NJ

Initiator

Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

Resolution Purpose

1. To allow the Department of Public Safety, Fire Division, to be a part of the NJ Task Force One Urban Search and Rescue Team.
2. To allow FEMA to reimburse the City of Jersey City for all costs associated with participation of Public Safety members with the NJ Task Force One Urban Search and Rescue Team.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8/1/16

STATE OF NEW JERSEY
OFFICE OF EMERGENCY MANAGEMENT
NEW JERSEY TASK FORCE ONE
URBAN SEARCH AND RESCUE

Joint Base McGuire-Dix-Lakehurst
CR 547, Lansdowne Road, Hangar #4, Building #118
Lakehurst, New Jersey 08733
Office (732) 657-7001 Fax (732) 657-7015

NJ-TF1 US&R PROGRAM COMMUNICATION

July 21, 2016

To whom it may concern:

The following is a communication to inform New Jersey Task Force One (NJ-TF1) personnel and their Participating Agency representatives of the National US&R Response System administrative requirements, including the requirement to enter the attached Memorandum of Agreement with NJ-TF1 in order for our Team Members employed by you to be operationally deployable.

NJ-TF1 is the State's Urban Search and Rescue (US&R) Team. The Task Force was officially invited to apply to become a federal US&R Task Force on January 27th, 2016. The Task Force and its Sponsoring Agency, New Jersey Office of Emergency Management (NJOEM), participated in an arduous application process and an US&R Administrative Readiness Evaluation (A.R.E.). NJ-TF1 and NJOEM successfully completed the A.R.E. on May 26th and entered a Memorandum of Agreement between the Federal Emergency Management Agency (FEMA) and the State of New Jersey. NJ-TF1 was officially appointed as a FEMA US&R Task Force within the National US&R Response System on June 3rd, 2016.

The National US&R Response System requires all Participating Agencies to execute a Memorandum of Agreement with the Sponsoring Agency to allow NJ-TF1 members to be federally deployed. **The Agreement must be executed and returned to the NJ-TF1 US&R Program no later than August 12, 2016.** By executing this Agreement, the Participating Agency is entitled to full reimbursement costs associated with releasing an employee (agency personnel) for a deployment requested by the National Urban Search & Rescue Response System. FEMA will reimburse the Participating Agency for "backfill" or overtime costs to replace the responding individual. Reimbursements include a fringe benefit to cover pension, medical and administrative costs. By deploying as federal US&R task force members, NJ-TF1 members will now be supporting the National System, as well as serving the citizens of New Jersey through in-State deployments. Participating Members will be exposed to cutting edge US&R technology, training and Emergency Support Function (ESF) #9: Search and Rescue missions of national significance. Please note though, that during in-State deployments, members will continue to be covered under current State protocols and deployed as volunteer response specialists. Members are not paid and costs are not reimbursable for these in-State missions.

Again, in order for our Team Members employed by you to be operationally deployable under the Federal System, you must execute the attached Memorandum of Agreement and return it to the NJ-TF1 US&R Program no later than August 12, 2016. If you have any questions, please contact NJ-TF1 Program Manager Eugene Walsh at Lakehurst Headquarters (732) 657-7001 X13; lppwalse@gw.njsp.org.

Thank you for your participation in the NJ-TF1 US&R Program and we welcome your assistance in strengthening this State and Federal capability.

Sincerely,

Lieutenant Doug Lemanowicz, NJ-TF1 Task Force Representative (TFR)
New Jersey State Police Urban Search and Rescue Unit

MEMORANDUM OF AGREEMENT

BETWEEN

NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

AS THE SPONSORING AGENCY

OF NEW JERSEY TASK FORCE ONE

AND

[_____]

AS A PARTICIPATING AGENCY OF THE TASK FORCE

WHEREAS, the New Jersey Office of Emergency Management (NJOEM) is the lead agency in New Jersey responsible for coordinating the State's preparedness, response and recovery operations for all hazards impacting the State; and

WHEREAS, New Jersey Task Force One (NJ-TF1) is a multi-disciplined Urban Search and Rescue (US&R) Task Force authorized and sponsored by NJOEM, responsible for search, rescue, and recovery operations; and

WHEREAS, the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency (FEMA), is responsible for developing and administering the National Urban Search and Rescue Response System (the System); and

WHEREAS, the System is authorized by federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the Stafford Act), and the applicable provisions of the Code of Federal Regulations, including 44 CFR 208.1, et seq.; and

WHEREAS, the purpose of the System is to develop and provide a national system of standardized urban search and rescue resources to respond to emergencies and major disasters that are beyond the capabilities of affected states and local governments; and

WHEREAS, the National Urban Search and Rescue Response System includes 28 Task Forces across the country; and

WHEREAS, NJ-TF1, through its Sponsoring Agency, NJOEM, is a participating Task Force in the System; and

WHEREAS, in the performance of its responsibilities, NJOEM as the Sponsoring Agency of NJ-TF1 is charged with, among other things, recruiting and organizing members of the Task Force, and

WHEREAS, NJOEM as a Sponsoring Agency, may enter into written cooperative agreements with entities designated as Participating Agencies in the Task Force; and

WHEREAS, this Agreement is intended to set forth the roles and responsibilities of NJOEM/NJ-TF1, the Participating Agency, and the Participating Task Force Member in engaging in preparatory and response activities in support of the National Urban Search and Rescue Response System; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be bound thereby, the parties agree as follows:

1. Definitions.

Activated or *Activation* means the status of a System resource placed at the direction, control and funding of DHS in response to, or in anticipation of, a presidential declaration of a major disaster or emergency under the Stafford Act.

Activation Order means the DHS communication placing a System resource under the direction, control, and funding of DHS.

Affiliated Personnel means an individual not otherwise associated with the Sponsoring Agency or a Participating Agency who is a member of the System and/or State Task Forces.

Alert means the status of a System resource's readiness when triggered by an Alert Order indicating that DHS may activate the System resource.

Alert Order means the DHS communication that places a System resource on Alert status.

DHS means the U.S. Department of Homeland Security.

FEMA means the Federal Emergency Management Agency, an operational component of DHS.

FEMA-Sanctioned Training or Exercise means a training session or exercise sponsored by an organization other than FEMA, which has received FEMA approval.

NJ-TF1 means New Jersey Task Force One.

NJOEM means the New Jersey Office of Emergency Management.

Participating Agency means a state or local government, non-profit organization, or private organization that has executed an agreement with a Sponsoring Agency to participate in the National Urban Search and Rescue Response System.

Participant means the employee of a Participating Agency who is a member of the System and/or State Task Forces.

Personnel Rehabilitation Period means the period allowed by DHS for a person's rehabilitation to normal conditions of living following Activation.

Program Manager means the person responsible for the administrative and technical work related to administration of the NJ-TF1.

Sponsoring Agency means a state or local government that has executed a Memorandum of Agreement with the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, to participate in the National Urban Search and Rescue Response System as a Task Force. NJOEM/NJ-TF1 has executed such an Agreement, a copy of which is attached hereto as Appendix A and incorporated by reference.

State Task Force means NJ-TF1 missions requested and authorized through NJOEM and/or the New Jersey State Police to respond to incidents outside the scope of the National Urban Search and Rescue Response System. NJ-TF1 missions not authorized through the System are volunteer missions not subject to the System's reimbursement allowances as described herein.

System means the National Urban Search and Rescue Response System.

System Task Force or Task Force means the team of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment through the System. A System Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized Activations. Members of a System Task Force may also be deployed as members of a management or other technical team under the direction of DHS or FEMA.

Temporary Excepted Federal Volunteer means the Federal status of a System Task Force member who participates in Alert activities and/or DHS-sanctioned preparedness activities. Pursuant to 44 CFR §208.11, DHS intends these appointments to secure protection for such volunteers under the Federal Employees Compensation Act and the Federal Tort Claims Act. This status is not intended to interfere with any preexisting employment relationship between a System member and either a Sponsoring Agency, Cooperating Agency or a Participating Agency employer. System members whom DHS appoints as temporary excepted Federal volunteers will not receive any compensation or employee benefits directly from the United State of America for their service, but will be compensated as set forth in this Agreement through their Sponsoring Agency.

2. Authority.

All National Search and Rescue Response System activities, including the provisions of this Agreement, are governed by the Stafford Act, 42 U.S.C. §§ 5121 through 5206, and its applicable Code of Federal Regulations, 44 CFR §§ 208.1, et seq., Interim Rule "National Urban Search and Rescue Response System," 70 Fed. Reg. 9182 (Feb. 24, 2005), attached as Appendix B, and the Agreement between FEMA and NJOEM/NJ-TF1, attached as Appendix A. To the

extent the Interim Rule is contrary to the Agreement between FEMA and NJOEM, the Interim Rule will prevail. Upon the effective date of the Final Rule governing this subject, the Final Rule shall supersede the Interim Rule in Appendix B.

3. Principal Contacts.

3.1. Sponsoring Agency:

New Jersey Office of Emergency Management
State Director of Emergency Management through the
Bureau Chief, Emergency Response Bureau
P.O. Box 7068
West Trenton, NJ 08628
609-963-6980

3.2. Task Force:

New Jersey Task Force One
Task Force Program Manager
Joint Base McGuire-Dix-Lakehurst, CR#547
Hangar #4, Building #118
Lakehurst, NJ 08733
Phone: 732-657-7001

3.3. Participating Agency:

a. For General Information and Reimbursements:

b. For Activation Notification:

c. Points of Contact for Notification of Activations, for both State and System Task Forces, shall also be provided on the form included in Appendix C. Participating Agency agrees to provide timely notification of any changes to the Point of Contact for Notification of Activations.

4. Mandatory Minimum Requirements for Task Force Member Participation on the State and System Task Forces.

As a condition of your status as a Participating Agency under this Agreement, your employee who is a Participant in the State and/or System Task Force, is required to abide by the provisions set forth in this Section.

4.1. Each Participant shall be an employee of the Participating Agency in good standing.

4.2. Participants serving in a Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which shall remain current and validly issued at all times.

4.3. Subject to any applicable FEMA standards, each Participant shall meet the medical/fitness standards established by the Task Force and will promptly notify the Task Force of any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.

4.4. Each Participant shall be available on short notice to mobilize within 2 hours of request and be able to respond on a mission for up to 14 days.

4.5. Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.

4.6. Each Participant shall undergo a fitness for duty examination and receive such inoculations as are specified by the Task Force. The cost for examinations and inoculations shall be the responsibility of the Task Force.

4.7. Each Participant shall complete training from the Task Force on Critical Incident Stress Syndrome and must be aware of its signs, symptoms and corrective measures.

4.8. Each Participant shall complete training from the Task Force in safe working practices and procedures and must understand and adhere to safe working practices and procedures as required in the urban disaster environment.

4.9. Each Participant shall complete US&R training by the Task Force and must have a working knowledge of the US&R System and the Task Force's organizational structure, operating procedures, safety practices, terminology and communication protocols.

4.10. Each Participant shall complete such courses of education and training and other requirements as specified by the Task Force.

4.11. Each Participant shall abide by the rules of conduct established by the Sponsoring Agency and the System Task Force as set forth in the NJ-TF1 Administration Manual.

4.12. Participants shall keep Sponsoring Agency fully informed of pertinent information that would affect their ability to serve in their designated position on the State and/or System Task Forces. If a Participant expects to be unavailable for deployment with the Task Force for any reason for 20 or more consecutive days, Participant shall notify the Sponsoring Agency of the circumstance so as to avoid possible interference with the Task Force's condition of readiness to perform its mission.

4.13. A Participant's failure to abide by established rules of conduct or failure to satisfy any mandatory requirement established by the Sponsoring Agency, the System, and/or the Task Force may result in suspension or termination from the Task Force.

5. Participation on State and System Task Forces.

5.1. State Task Force:

a. Participating Agency understands and agrees to allow its employees who are members of NJ-TF1 to serve in certain designated positions on the State Task Force. A list of those employees, referred to herein as "Participants," is contained in Appendix D.

b. Participating Agency understands and agrees that a Participant's service on the State Task Force, whether by formal activation or participation in mandatory training exercises, is voluntary and not subject to any reimbursement whatsoever for salary, benefits, or any other costs associated with your employment of the Participant.

c. Participating Agency understands that Participants in the State Task Force are subject to activation on short notice to respond to incidents and agrees to allow its employee Participants to be available for activation on short notice.

d. Sponsoring Agency shall advise, at the time of activation, whether such activation is for a State Task Force assignment or a System Task Force assignment as described in Section 5.2.

5.2. System Task Force:

a. Participating Agency understands and agrees to allow its employee Participants to serve on the System Task Force in addition to the State Task Force, if called to do so.

b. Participating Agency understands that Participants in the System Task Force are subject to activation on short notice (2 hours) to respond to incidents out-of-state and agrees to allow its employee Participants to be available for activation on short notice.

c. Participating Agency understands and agrees that Participants activated for the System Task Force are subject to deployment for periods up to fourteen (14) days.

d. Participating Agency understands and agrees that upon activation for the System Task Force, its employees will be appointed as Temporary Excepted Federal Volunteers.

5.3. Critical Incident Stress Syndrome (CISS) and Management:

a. CISS is the adverse psychological and/or physiological reaction to a stressful incident.

b. Sponsoring Agency shall provide access to CISS intervention and support during and after any activation.

c. Sponsoring Agency shall provide reimbursement only for authorized CISS activities.

6. Clothing and Equipment.

6.1. Sponsoring Agency will issue to each Participant certain items of personal protective clothing and equipment for use in Task Force activities and operations. In the event of an Activation, Participant shall provide certain additional items of personal clothing and equipment as directed by the Program Manager. Items of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever a person ceases to be a Participant.

6.2. Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the System, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

7. Command, Control and Coordination.

7.1. When a Participant has been activated through the System, or placed at the direction, control and funding of FEMA, such as, for example, during participation in FEMA sponsored training, the ultimate authority for command, control and coordination of the service of the Participant rests with FEMA, exercised through the System chain of command.

7.2. Sponsoring Agency shall exercise direct supervisory authority with respect to Participants during Activations, deployments and other activities of the Task Force conducted by Sponsoring Agency.

7.3. For disciplinary purposes, Sponsoring Agency's authority is limited to temporary suspension or permanent exclusion from participation in the State and System Task Forces. In all other instances where disciplinary action may be necessary, Sponsoring Agency shall report the pertinent circumstances to Participating Agency, who shall cooperate with Sponsoring Agency and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

7.4. Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are Participants, and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Participants, including the compensation and benefits that the Participating Agency has agreed to provide.

7.5. While participating in System activities conducted by the Task Force, Participants shall be subject to and comply with all lawful orders and directions of the authorized

representatives of Sponsoring Agency and the Task Force. Sponsoring Agency retains the right to suspend or exclude any Participant from participation on the Task Force.

8. Readiness Activities.

8.1. Sponsoring Agency shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA.

8.2. Participating Agency and its employee Participants shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.

8.3. Mandatory training activities to be conducted by Sponsoring Agency and/or the FEMA US&R Branch, are required each year. Training calendars established by the FEMA US&R Branch shall be provided to Participating Agency upon publication. Notice of additional trainings required of all Task Force members, if any, shall be provided to Participating Agency as they are developed.

8.4. As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the System Task Force and, subject to federal rules and regulations, will be made available for training activities of Sponsoring Agency. Participants shall use System Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. Participant understands and agrees they shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participant.

9. Notification Procedures and Other Communications.

9.1. Alerts and Activation.

a. The Sponsoring Agency shall determine whether the Task Force is capable of and will respond to an Activation Order.

b. Participating Agency shall, at all times, maintain a Point of Notification for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic mail capabilities. Point of Notification information shall be provided to the Sponsoring Agency on the form set forth in Appendix C.

c. Upon receipt of an Alert or Activation Order, the Sponsoring Agency shall provide prompt notice, by telephone and electronic mail, to the Participating Member of the Task Force. The notice shall provide, to the extent known, the nature and character of the Alert or Activation. The Activation Order shall designate the location of the assembly point and the expected mobilization time.

d. Upon receipt of an Activation Order, Participants shall receive authorization from his/her Participating Agency employer and confirm their response to the Task Force assembly point.

9.2. Mobilization.

a. Participating Agency shall allow all requisitioned Participants to respond to the designated assembly point within two (2) hours of notification with all required personal clothing, equipment, and required documentation.

b. Participating Agency understands and agrees that all Participants shall be subject to a medical pre-screening for deployment. Any Participant who fails the screening shall not be deployed.

c. Participating Agency understands and agrees that the Task Force retains the sole right to determine which Participating Agency employees, if any, will respond with the Task Force when Activated.

10. Reporting and Record Keeping Requirements.

10.1. Participating Agency shall provide Sponsoring Agency with employee compensation information for its Participant employees at least annually, or as changes occur in compensation rates payable to Participants.

a. Submission of Participant employee compensation information and other Participant data required by the Sponsoring Agency shall be provided on the form and in the manner set forth in Appendix E.

10.2. Participating Agency shall notify Sponsoring Agency immediately if the Participating employee is no longer employed by the Participating Agency.

10.3. Participating Agency shall notify Sponsoring Agency immediately if the Participating employee is subject to major discipline, suspension, or termination.

10.4. Participating Agency shall provide prompt and accurate reporting as required by this Agreement and its Appendices.

10.5. Sponsoring Agency shall issue a Task Force Picture Identification Card to all State and System Task Force members.

10.6. Sponsoring Agency shall ensure that any medical or other records and information are protected from unauthorized disclosure.

11. Financial Provisions.

11.1. Participating Agency shall receive reimbursement for response expenses that are authorized by FEMA to be incurred by or for the benefit of Participants engaged in System Task Force activities, upon receiving reimbursement for such expenses from the federal government.

a. In order to ensure proper reimbursement from FEMA, the compensation of Participants on the System Task Force shall be in accordance policies established by FEMA as set forth in the applicable Federal Regulations, from the time of activation and until the Task Force returns, is deactivated and Participants are returned to regular work schedules.

11.2. After an Activation, Participating Agency shall provide Sponsoring Agency with a complete cost reimbursement package, including salary costs, fringe benefit costs, and, if eligible, backfill costs, for submission by Sponsoring Agency as part of an overall claim package to FEMA.

a. The Participating Agency's cost reimbursement package shall be submitted to the Sponsoring Agency within 30 days after the end of the Personal Rehabilitation Period established by FEMA.

b. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which Sponsoring Agency shall disseminate to Participating Agency.

c. All expenses for which Participating Agency seeks reimbursement must be properly ascertained, accumulated and reported to the Sponsoring Agency, and the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to Sponsoring Agency.

11.3. All financial commitments of Sponsoring Agency are subject to the availability and receipt of funds from FEMA to Sponsoring Agency.

11.4. There shall be no reimbursement to either the Participating Agency or any Participant employee for costs incurred outside the scope of this Agreement.

12. Media and Information Policy.

12.1. Subject to applicable law, including FEMA regulations, all photographs and video taken on deployments will be kept under the control of Sponsoring Agency until use in internal or external education programs or other dissemination is approved.

12.2. All applicable federal, state, and local media policies will be strictly enforced and followed.

12.3. Sponsoring Agency will have the responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force.

12.4. All media inquiries made directly to Participating Agency shall be referred to Sponsoring Agency for response.

13. Liability, Injury, Workers' Compensation, and Third Party Beneficiary Rights.

13.1. Participating Agency employees who are activated as System Task Force members shall be afforded such coverage for tort liability and workers' compensation as is afforded all System Task Forces and their System Members under Federal law.

13.2. Participating Agency employees who are activated as State Task Force members may be afforded coverage for tort liability, injury and workers' compensation as are afforded under provisions of State law, including but not limited to, the New Jersey Tort Claims Act (NJTCA), N.J.S.A. 59:1-1, et seq., the Emergency Health Powers Act, N.J.S.A. 26:13-1, et seq., provisions of the Disaster Control Act, N.J.S.A. App. A:9-30, et seq., provisions of the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-43, and the statutory immunities and benefits available for search and rescue teams, N.J.S.A. 40A:14-199.

13.3. Except as afforded by the Federal Government, or as permitted by State law, the responsibility for risks associated with claims for tort liability and workers' compensation arising out of participation in the Task Force, either organizationally by the Participating Agency or individually by its Participants, shall be the responsibility of Participating Agency.

13.4. At all times, Participating Agency shall maintain in full force and effect, for the benefit of its employees engaged in State Task Force and/or System activities, workers' compensation and tort liability coverage to the full extent required by law.

13.5. Sponsoring Agency shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the NJTCA.

13.6. For claims beyond the purview of the NJTCA, it is covenanted, acknowledged and agreed that neither Sponsoring Agency nor Participating Agency assumes any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other.

13.7. Nothing in this Agreement shall be construed to create any rights in third parties or to waive any defenses or immunities available to the Sponsoring Agency under State or Federal laws.

13.8. Participating Agency employees shall at no time be considered employees of the State of New Jersey for any purpose, nor will this Agreement establish an agency relationship between the Sponsoring Agency and the Participating Agency.

14. Miscellaneous.

14.1. The obligations of the Participating Agency are non-delegable and may not be assigned or assumed by any other person or entity without the prior written consent of the Sponsoring Agency.

14.2. Except to the extent Federal law controls, this Agreement shall be construed pursuant to the laws of the State of New Jersey, including but not limited to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

14.3. No party shall engage in any conduct or activity in the performance of this Agreement, or in participation in the State and/or System Task Forces, that constitutes a conflict of interest or a violation of any State or Federal law.

15. Term and Termination.

15.1. This Agreement shall become effective upon its full execution by the parties, and shall remain in effect until terminated on written notice of either party. For purposes of reference and convenience, the parties have agreed that the effective date of the Agreement is September 1, 2016.

15.2. This Agreement may be terminated by either party on 30 days written notice, except that Participating Agency cannot terminate this Agreement without the consent of Sponsoring Agency during any time period when the Task Force has been placed on Alert status or has been Activated, if the Alert or Activation affects Participants of the Participating Agency.

16. Entirety of Agreement and Amendments.

16.1. This Agreement constitutes the entire understanding and agreement of the parties on the subject matter addressed herein, and supersedes any prior negotiations, representations and agreements, whether written or oral.

16.2. This Agreement may be modified or amended only by another agreement approved and executed by both parties. All such amendments shall be attached to this Agreement.

16.3. Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions set forth on the preceding pages.

Sponsoring Agency: New Jersey Office of Emergency Management

By: _____ Date: _____
Name: Joseph R. Fuentes, Superintendent
Title: State Director of Emergency Management

Participating Agency:

By: _____ Date: _____
Name:
Title:

R/7/14/16

NEW JERSEY TASK FORCE ONE – UASI GRANT COURSES

J.C.F.D. MEMBERS ON NJ-TF1 – RESCUE TECHNICIAN TRAINING

RANK	NAME	DETAIL	OPERATION	TECHNICIAN	TRENCH	INSTRUCTOR
B.C.	STEPHAN DRENNAN	Grp B	MAY/21/2003	MAY/23/2005	SEPT/19/2008	RESCUE (T-T-T)
B.C.	RICHARD GORMAN	O.E.M.	MAY/21/2003		MAY/21/2003	HAZ-MAT/OEM
CAPT.	VICTOR PETRUCELLI	RES-1-B	MAY/21/2003	APR/18/2005	SEPT/19/2008	RESCUE (T-T-T)
CAPT.	MICHAEL ALESSI	ENG-14-D	MAY/14/2003	APR/18/2004	SEPT/19/2008	
CAPT.	MICHAEL CANNON	ENG-17-A	MAR/22 /2004	APR/18/2004	SEPT/16/2008	RESCUE (T-T-T)
F.F.	WALTER MILNE	RES-1-A	APR/23/2001	APR/18/2004	SEPT/16/2008	RESCUE (T-T-T)
F.F.	COREY KEEPERS	TL-4-A	APR/23/2013	JUNE/14/2013	JUNE/14/2013	RESCUE
F.F.	MICHAEL SEYLER	LAD-8-A	DEC/13/2013	SEPT/24/2015	SEPT/24/2015	

NOTE: ALL NJ-TF1 MEMBERS ARE TRAINED TO MEET ALL OF UASI METRO TASK FORCE REQUIREMENTS.

UP-DATED ON: July/24/2016

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

City Clerk File No. Res. 16.553

Agenda No. 10.Z.12

Approved: AUG 17 2016

TITLE: RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY TO ENTER ONTO CITY PROPERTY KNOWN AS GILCHRIST STREET FOR USE AS A CONSTRUCTION STAGING AREA

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Public Service Electric and Gas Company (PSE&G) has an ongoing project called the Energy Strong Project (Project) and the Project requires that PSE&G perform work at its property located at 433 Grand Street, Jersey City near its intersection with Pacific Avenue; and

WHEREAS, the Project requires an area for storing piles, cables, equipment, and parking vehicles; and

WHEREAS, Resolution 15.525 approved on July 15, 2015 authorized a twelve (12) month license agreement between the City of Jersey City and PSE&G that permitted PSE&G to use a paper street known as Gilchrist Street and shown on Exhibit "A" of the License Agreement attached hereto as a construction staging area for its Project; and

WHEREAS, PSE&G's Project is not yet completed and PSE&G requests that the City renew the License Agreement for an additional twelve (12) months; and

WHEREAS, PSE&G agrees to execute the License Agreement attached hereto to.

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

1) PSE&G is authorized to enter onto City property known as Gilchrist Street for the purpose of performing the activities described in the License Agreement attached hereto;

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 License Agreement attached hereto; and

3) The term of the License Agreement shall be for twelve (12) months effective upon execution of the License Agreement by City officials.

RR
8-8-16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 LICENSE AGREEMENT WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY TO ENTER ONTO CITY PROPERTY KNOWN AS GILCHRIST STREET FOR USE AS A CONSTRUCTION STAGING AREA

Project Manager

Department/Division	Administration	Real Estate
Name/Title	Ann Marie Miller	Manager
Phone/email	547-5234	MillerA@jcnj.org

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

Contract Purpose

PSE&G has an ongoing project called the Energy Strong Project (Project). The Project requires that PSE&G perform work at its property located at 433 Grand Street, Jersey City near its intersection with Pacific Avenue. The Project requires an area for storing piles, cables, equipment, and parking vehicles. Resolution 15.525 approved on July 15, 2015 authorized a twelve (12) month license agreement between the City and PSE&G that permitted PSE&G to use a paper street known as Gilchrist Street and shown on Exhibit "A" of the License Agreement attached hereto as a construction staging area for the Project. PSE&G's Project is not yet completed and PSE&G requests that the City renew the License Agreement for an additional twelve months.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

Twelve (12) months

Type of award Not Applicable

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made as of _____, 2016 (the "Effective Date") between the City of Jersey City, a municipal corporation of the State of New Jersey, whose address is 280 Grove Street, Jersey City, NJ 07302 (hereinafter "City" of "Licensor") and Public Service Electric Gas Company whose address is 80 Park Plaza, T6B, Newark, NJ 07102-4194 (hereinafter referred to as "PSE&G" or "Licensee").

WHEREAS, PSE&G has an ongoing project called the Energy Strong Project (Project) and the Project requires that PSE&G perform work at its property located at 433 Grand Street, Jersey City near its intersection with Pacific Avenue; and

WHEREAS, the Project requires an area for storing piles, cables, equipment, and parking vehicles; and

WHEREAS, Resolution 15.525, approved on July 15, 2015, authorized a twelve (12) month license agreement between the City and PSE&G that permitted PSE&G to use a paper street known as Gilchrist Street and shown on Exhibit "A" of this License Agreement as a construction staging area for its Project; and

WHEREAS, PSE&G's Project is not yet completed and PSE&G requests that the City renew the License Agreement for an additional twelve (12) months.

NOW, THEREFORE BE IT RESOLVED, by this Agreement the City grants permission to the Licensee to enter onto City Property under the following terms and conditions:

1. Licensee, its employees, contractors, subcontractors, agents and assigns are granted a right of entry upon and across the City's Property to serve as the Licensee's construction staging area as described herein. The area subject to this License Agreement is shown on **Exhibit "A"** attached hereto.

2. The use of the City's Property as a construction staging area is contingent upon approval of Licensee's work plans by the City's Office of Real Estate.

3. Licensee, at its own cost and expense, shall obtain all governmental approvals (local, state and federal) and any other approvals necessary for the Project.

4. Licensee shall, at its own cost and expense, restore the property as nearly as possible to the condition that existed immediately prior to the commencement of the Project. Should damage occur on the City Property, Licensee will repair the damage at Licensee's cost and expense to original condition as nearly as possible to the original condition.

5. The Project and the use of City Property as the Licensee Staging Area will be performed so as not to interfere with normal vehicular traffic.

6. The term of this License is for a period of twelve (12) months as of the Effective Date.

7. The use of City Property for activities other than those permitted herein is only upon the review and written approval of the City Engineer and formal amendment to this Agreement.

8. The permission hereby granted for use of the City Property may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate or the Business Administrator, giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the City Property which occurred on or prior to the date of revocation.

9. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the City Property permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

11. The permission to use the City Property is not intended to grant permission to use unoccupied property not under the jurisdiction of the city, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permits, permissions and approvals.

12. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be

charged herewith.

13. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

14. The Licensee's use of the City Property shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

15. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the City Property.

16. The licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the City Property in amounts and as specified in **Exhibit "B"**, attached hereto. Licensee will supply the City with a copy of its insurance liability policy. Any adjustments to the type and amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party.

17. All accidents or injuries to person or any damages to property, occurring as a result of or in connection with the Licensee's use of the City Property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

18. The Licensee's use of the City Property shall be in accordance with all applicable federal, state, county and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the City Property by the Licensee.

19. All equipment installed or used by the Licensee in connection with its use of the City Property that may be removed without damage to City Property shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

20. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

21. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:	Robert Kakoleski Business Administrator City Hall 280 Grove Street Jersey City, NJ 07302
Licensee:	PSE&G Services Corp. Corporate Properties 80 Park Plaza, T-6B Newark, NJ 07102-4197 ATTN: Carl Fruehling

22. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the City Property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

23. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the City Property are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

24. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

25. This Agreement shall terminate twelve (12) months after the Effective Date.

IN WITHNESS WHEREOF, and in confirmation of Licensee's consent to the terms and conditions contained in this Agreement, and intending to be bound hereby, the Licensor and the Licensee have executed this Agreement as of the below referenced date.

AGREED and accepted to this _____ day of _____, 2016.

Public Service Electric and Gas Company

By: _____
Sal Bordanaro
Corporate Properties

Attest: _____

City of Jersey City

By: _____
Robert Kakoleski
Business Administrator

Attest: _____
Robert Byrne
City Clerk

RR
8-8-16

EXHIBIT A

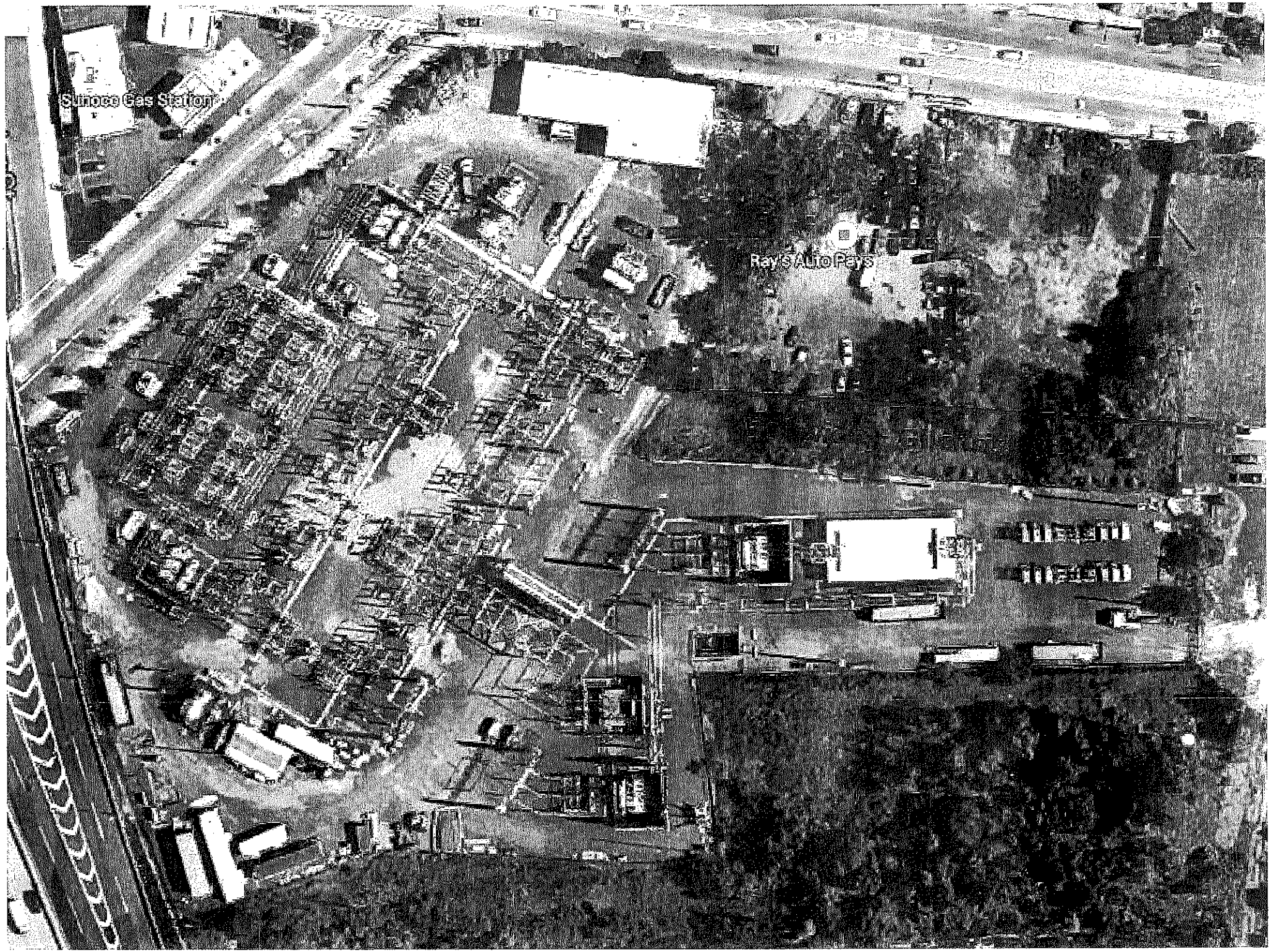
Sunoco Gas Station
Ray's Auto Pays

EXHIBIT B

Exhibit B

LICENSEE shall purchase and maintain the following insurance during the terms of this Agreement:

- Comprehensive General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the LICENSEE with not less than ONE MILLION ($1,000,000.00) DOLLARS per occurrence and TWO MILLION ($2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability.
- Automobile Liability Coverage: naming as insured the LICENSEE 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
- Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the LICENSEE with NJ statutory limits and Employer's Liability in the amount of ONE MILLION ($1,000,000.00) DOLLARS.
- Professional Liability Insurance: covering as insured the LICENSEE with not less than TWO MILLION ($2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the LICENSEE 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 LICENSEE or any one employed by the LICENSEE. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the LICENSEE 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.

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

City Clerk File No. Res. 16.554

Agenda No. 10.Z.13

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

COUNCIL offered and moved adoption of the following resolution;

WHEREAS, the Workforce Innovation and Opportunity Act ("Act"), 29 U.S.C. 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Innovation and Opportunity Area ("WIOA"); and

WHEREAS, in order to be eligible to receive grants under the Act, the Governor of New Jersey must designate a municipality as a local Workforce Innovation and Opportunity Area ("WIOA"); and

WHEREAS, the City of Jersey City (City) was designated as a WIOA and is eligible to receive grant funds; and

WHEREAS, in order to receive grant funds, the City must prepare a job training plan which must be approved by the State Department of Labor and must identify the administrator of the grant funds; and

WHEREAS, the Jersey City Employment and Training Program (JCETP) was first designated as a one stop operator prior to the enactment of 29 U.S.C. Sec. 2841 in August 1998; and

WHEREAS, the JCETP a nonprofit 501(c)3 corporation, has been designated as One-Stop Operator for the City WIOA pursuant to 29 U.S.C. Sec. 2841 (d) and (e) of the Act; and

WHEREAS, it has been determined to be in the City's best interests to enter into a agreement with JCETP to administer the City's job training plan; and

WHEREAS, the agreement is authorized pursuant to 29 U.S.C. Sec. 2841 (d) and (e) which allows the local Workforce Investment Board, in agreement with the Mayor, to designate an entity to administer the grant funds; and

WHEREAS, the City's agreement term with JCETP will be effective as July 1, 2016 and terminate on June 30, 2017; and

WHEREAS, the total contract amount is **$3,396,967.00**; and

WHEREAS, the federal funding for this contract is presently available by WIOA grant funds in the following accounts:

a) Adults	2-213-40-658-221	$ 799,710
b) Youth	2-213-40-658-222	$ 891,342
c) Displaced Workers	2-213-40-658-223	$ 543,949
d) TANF	2-213-40-658-224	$ 792,894
e) Learning Link	2-213-40-658-229	$ 83,000
f) GA/Snap	2-213-40-658-234	$ 115,722
g) SNAP	2-213-40-658-233	$ 158,312
h) Smart Steps	2-213-40-658-236	$ 12,038

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.554

Agenda No. 10.Z.13

AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the agreement in the amount of **$3,396,967**, in substantially the form of the attached, authorizing the JCETP to administer the City's WIOA job training plan for a one (1) year period effective as of July 1, 2016 and terminating on June 30, 2017.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds in the amount of **$3,396,967**, available for payment of this resolution in Account# 02-213-40-658. PO# 121878.

APPROVED: Donna Mauer, 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 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓		-	YUN	✓			RIVERA	✓		
HALLANAN	✓			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 CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

Project Manager

Department/Division	Business Administration	Budget Office
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 authorize the JCETP to administer the City's Workforce Innovation and Opportunity Area (WIOA) job training plan.

Cost (Identify all sources and amounts)

Workforce Investment Act Grant $3,396,967.00

Contract term (include all proposed renewals)

One (1) year period effective as of July 1, 2016 and terminating on June 30, 2017

Type of award Service Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Donna Mauer — 7/28/16

Signature of Department Director — **Date**

JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM (JCETP)
AND
THE CITY OF JERSEY CITY

AGREEMENT

This Agreement, entered into this _____day of _____, 2016 by and between the City of Jersey City, a municipal corporation of the State of New Jersey with its principal offices located at 280 Grove Street, Jersey City, NJ 07302, (The "City") and the Jersey City Employment and Training Program, Inc. ("JCETP"), with its principal offices located at 398 Martin Luther King Drive, Jersey City, NJ 07305.

WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act ("ACT"), 29 USC 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Innovation and Opportunity Area ("WIOA"); and

WHEREAS, the City has qualified for "temporary and subsequent designation" as a WIOA under the Act, and the Governor of New Jersey has designated Jersey City as a WIOA; and

WHEREAS, Section 2841(d) of the Act authorizes the local Workforce Investment Board (WIB) for a WIOA, with the agreement of the chief elected official of the WIOA, to designate a One Stop Operator for the WIOA and the programs initiated under the Act, and

WHEREAS, the JCETP with its specialized and qualitative expertise in operating such programs, has been designated as the One-Stop Operator for the Jersey City WIOA by agreement of the WIB servicing the Jersey City WIOA and the Mayor of the City.

NOW, THEREFORE, THE CITY AND THE JCETP AGREE AS FOLLOWS:

I. APPLICABILITY OF FEDERAL REGULATIONS AND STANDARDS

The City and the JCETP assure and certify that they shall comply and (where applicable) will require their subcontractors, subgrantees, and subrecipients to comply with the Act and the rules and regulations promulgated to carry out the Act, as well as other applicable federal, state and local laws, rules and regulations.

II. AUTHORITIES AND RESPONSIBILITIES OF THE JERSEY CITY EMPLOYMENT & TRAINING PROGRAM

Pursuant to the regulations set forth in the Act, the JCETP shall have overall responsibility to provide the policy guidance and exercise oversight (reviewing, monitoring, and evaluation) with respect to activities under the Act.

The JCETP and the City agree that the success of employment and training programs in Jersey City will be dependent upon the extent to which such programs reflect the intent and spirit of the Act, which encourages private sector participation and cooperation. Accordingly, it is intended, by means of this Agreement, that the JCETP, be vested with the substantial authority, as defined in the Act, for the administration and delivery of employment and training services as needed by Jersey City residents.

A. Designation as Administrative Entity.

The JCETP shall be designated herein as the One-Stop Entity for the Jersey City WIOA and programs initiated pursuant to the Act, or any other successor statutes, for the term of the Agreement.

As the One-Stop entity, the JCETP Board of Directors is hereby granted authority to establish a JCETP Executive Board appointed by the Mayor, comprised of nine (9) members to act as JCETP's governing Board of Directors.

The JCETP Executive Board shall appoint an Executive Director who will serve as the One Stop Operator for the direct operation of the JCETP while having the full JCETP body conduct only its overall legislated functions of the policy, guidance, oversight and planning for the Jersey City Employment and Training Program and the WIOA.

The JCETP Director and staff will provide the day-to-day JCETP functions related to policy, guidance, oversight and planning and the JCETP Director will be accountable to the JCETP board and it's Chairperson.

As per the JCETP organizational chart prepared and submitted as a required part of both Jersey City and Hudson County WIOA Plans, the JCETP and Hudson County WIOA Directors, having New Jersey Dept. of Labor and Workforce Development defined staff positions, will interact in fostering labor market WIA Program coordination and cooperation.

Additionally, the JCETP Director will attend all Executive Board meetings, as the full JCETP's representative for purposes of communicating actions to the full JCETP Board and vise-versa, and to offer technical assistance and support. The Mayor of Jersey City, as the chief elected official will be furnished with the official written minutes of all Executive Board meetings.

THE JCETP EXECUTIVE BOARD

The JCETP Executive Board and its Director, as the One-Stop Operator for the Jersey City WIOA, will assume the following specific functions, which will be borne solely by the Jersey City WIOA.

1. Have input into the development of the local Workforce Investment Plan (hereinafter, "Plan"), which shall be prepared by the Workforce Investment Board (WIB), approved by the full WIB and the Mayor prior to submission of said plan to the Governor for approval;

2. In consultation with the JCETP Executive Board, through its management team, will implement and amend personnel policies and procedures. For those instances, which the JCETP has no applicable personnel policies or procedures, the City's procedures may be adopted. Applicable Affirmative Action and Equal Employment Opportunity provisions will be enforced;

3. Negotiate and enter into separate agreements and contracts with public and private corporations to provide core services, intensive services and on the job training services. Operate its own training programs, and provide other services consistent with and deemed by the JCETP to be necessary for the implementation of the approved Plan for the Jersey City WIOA, with such approval by the City as required by federal, state and/ or local laws.

4. Expend funds allocated under the Act for the purposes of implementing and carrying out the approved Plan, as well as such other funds as may from time to time, be made available to the JCETP, with such approval by the City as may be required by federal, state or local laws.

5. Oversee implementation of reentry programming that helps formerly incarcerated individuals overcome numerous barriers to employment and successfully reintegrate into their communities.

6. In accordance with its own by-laws, rules and procedures, JCETP authorizes its members and/or staff to travel outside Jersey City and outside the State of New Jersey as deemed necessary by the JCETP to achieve the purposes of the Act and approved Plan, subject to such approvals as may be required by federal, state, or local laws or regulations.

7. Establish and maintain a Management Information and Reporting system, acceptable to the City on operations and expenditures, subject to such approval as may be required by federal, state or local laws or regulations.

8. Provide written reports to the City, no less often than once each quarter, on levels of program operation and expenditures, as well as other JCETP activities being conducted in the

furtherance of the approved Plan for the WIOA.

9. Procure audits of the funds and program activities as required by the Act, and work to resolve questions or irregularities identified through such audits; and;

10. Manage a system to hear and resolve grievances, which may be brought by program participants, contract service providers, vendors, and other interested parties, as required by the Act.

B. Development of Workforce Investment Plan for WIOA

The WIB with input from the JCETP Board shall be responsible for the development of the local Workforce Investment Plan for the Jersey City WIOA, as required by Section 118 of the Act.

1. The JCETP, in consultation and coordination with the Department of Administration shall identify the employment needs of the City's unemployed residents, the labor force needs of labor market area employers, and appropriate linkage between funds made available under the Act and education, social service and economic development activities in the area, and shall conduct such other analyses as are required by the Act or which the JCETP determines to be appropriate and necessary to discharge its responsibilities;

2. The JCETP shall solicit the input and participation of the local business community regarding the provision of the program services to eligible residents by evaluating labor market needs;

3. The JCETP, upon obtaining approval of the JCETP Chairperson and Mayor of the City shall be responsible for the preparation, modification and submission of the Workforce Investment Plan. The WIB shall submit the executed Workforce Investment Plan to the Governor of the State of New Jersey for approval.

POWERS AND RESPONSIBILITIES OF THE CITY

A. Designation as the Grant Recipient

Jersey City shall be designated herein as grant recipient for Act funds, for the term of this Agreement. As grant recipient, the City shall furnish, or cause to be fulfilled, the following responsibilities:

1. The City, and the Department of Administration, shall maintain oversight control of the current accounting, auditing and management information and reporting systems as required to comply with the Act and other applicable federal and state laws, rules and regulations.

2. The City Treasurer shall confirm all Act funding resources received from the federal government through the State of New Jersey.

3. Such resources shall be transferred to the JCETP's sub accounts with supporting documentation submitted to the City Treasurer and City Controller.

4. The City shall receive bank reconciliation's from the JCETP Executive Board providing control and a proper audit trail as required under the Act.

5. The City shall maintain and exercise a semi-annual internal audit review process of the program to verify all revenues and expenditures comply with the rules, regulations, and guidelines of the Act and other federal, state and local laws.

6. The City shall be entitled to reimbursement of all direct costs as appropriate, such as use of postage system, computer center services, automotive and repair services and employee benefits.

B. Approval of WIOA Plan for Jersey City Workforce Investment Area:

The Mayor, as the Act's Workforce Investment Plan co-signatory, shall review and approve the WIOA Plan for the Jersey City WIOA prepared by Workforce Investment Board, including any amendments thereto which might be required from time to time. Disagreements on the substance, content or any other aspect of the Plan between the City and the JCETP shall be resolved in accordance with the procedure prescribed in a separate section of this Agreement.

III. COMPENSATION

In exchange for providing a job training program during the term of this Agreement, the City shall pay JCETP a total contract amount not to exceed **$3,396,967.**

IV. INCORPORATION OF THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM

The JCETP is an incorporated entity and shall remain so in conformance with the laws of

the State of New Jersey for the complete term of the Agreement. JCETP's Tax-exempt status as a non-profit corporation under U.S. Internal Revenue Code Sections 501(c) (3) is required and shall remain in force as a condition of this Agreement.

V. INDEMNIFICATION AND INSURANCE

The JCETP may provide for the indemnification of directors, officers and employers, as provided under Title 15 of the New Jersey Statutes (Corporations and Associations Not for Profit).

The JCETP shall purchase and maintain in full force and effect during the term of this Agreement, personal liability insurance for its trustees, officers, directors and members, as authorized under the WIOA, or any successor regulations(s).

The JCETP shall purchase and maintain in full force and effect, and shall cause its sub recipients and subcontractors to purchase and maintain in full force and effect, liability insurance to insure against the risks of bodily injury, illness, property damage or any other damages or losses, or with respect to any claims arising out of any activity under a JCETP grant or agreement, whether concerning persons or property in the JCETP organization, in the grant recipient's organization, or in the organization of any sub recipient, subcontractor or other third party.

The JCETP shall purchase and maintain in full force and effect, or cause the sub recipients and subcontractors to purchase and maintain in full force and effect, workmen's compensation insurance for participants as authorized or required by federal, state and/or local law(s), and regulations or guidelines issued hereunder.

The City agrees to defend, indemnify and hold the JCETP and its employees harmless

from any and all losses, claims, judgments, expenses, actions, costs, damages, and obligations, including attorneys fees, arising from this Agreement which are not covered by the insurance policies required to be purchased and maintained in full force and effect by the JCETP and/or its sub recipients and subcontractors as provided herein.

Notwithstanding the foregoing provisions, nothing herein shall protect or purport to protect any trustee, officer, director, or employee of the JCETP against any liability to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, breach of a fiduciary or legal duty to the JCETP or reckless disregard of the duties involved in the conduct of his office.

VI. RESOLUTION OF DISAGREEMENTS

It is the joint authority and responsibility of both parties to this Agreement to secure effective service delivery, which provides the most beneficial mix of core, intensive and training services to the eligible residents and private employers of the Jersey City labor market area. In the event that the JCETP an the City cannot reach a mutually satisfactory agreement on approval with the Workforce Investment Plan, as required by the Act, representatives of the JCETP and the City shall meet to attempt to resolve such disagreements. When one or more parties to this agreement concludes that agreement between the JCETP an the City cannot be reached, any and all unresolved issues pertaining to the Workforce Investment Plan shall be submitted to the binding arbitration of the City, and one impartial representative of the Governor's office which is acceptable to the JCETP and the Mayor.

VII. TERM OF AGREEMENT

This Agreement, and its force and effect on the activities, responsibilities and relationships defined herein, shall apply to the period retroactive to the 1st day of July 2016 and shall remain in

effect until the 30th day of June 2017.

VIII. TERMINATION

Either the City or the JCETP may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party specifying the date of termination. Cause for termination results from the failure of the defaulting party to remedy any default in the performance of its obligations hereunder within ninety (90) working days after the non-defaulting party has given the defaulting party written notice of the default and the nature thereof. Cause for termination may also result from a termination of the grant funds through no fault of either party.

IX. AMENDMENTS

Either the JCETP or the City may propose amendments to this Agreement at any time. Any amendment to this Agreement shall require the approval of a majority of each party hereto, and shall be in written form.

X. NOTICES

All notices hereunder shall be in writing and shall be served either by personal delivery or by first class mail, properly addressed and postage prepaid, as follows:

CITY: Mayor's Office
City Hall
280 Grove Street
Jersey City, NJ 07302

JCETP: JCETP
360-398 Martin Luther King Drive
Jersey City, NJ 07305

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the dates set forth below.

FOR THE JCETP:

_____ Date:_____

Roger Jones, JCETP Executive Board Chairperson

FOR THE CITY OF JERSEY CITY:

_____ Date:_____

Steven M. Fulop,

Mayor of City of Jersey City

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

City Clerk File No. Res. 16.555

Agenda No. 10.Z.14

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT TO CONSTRUCT AND MAINTAIN WASTE AND RECYCLING RECEPTACLES WITH ADVERTISING SPACE AT VARIOUS PUBLIC LOCATIONS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to decrease litter and other waste in public spaces and improve streetscapes by increasing the number and quality of waste and recycling receptacles in the public rights of way; and

WHEREAS, the City desires to award a concession contract for the construction and maintenance of waste and recycling receptacles that will include advertising space at various public locations; and

WHEREAS, the waste and recycling receptacles will be constructed and maintained at no cost to the City, and the City will receive a percentage of the revenue paid to the concession contractor by advertisers who rent space from the contractor; and

WHEREAS, the City does not foresee any risk in awarding this concession because it will require the concession contractor to indemnify the City in connection with the construction and maintenance of the waste and recycling receptacles; and

WHEREAS, it is estimated that the total value of this concession for the contractor will be between $5,000 and $200,000 gross annual revenue; and

WHEREAS, it is estimated that as a result of awarding this concession, the City will receive net annual revenue of between $1,000 and $100,000; and

WHEREAS, the award of the concession will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals (RFP) that the City will publicly advertise; and

WHEREAS, the City does not expect to incur any costs in connection with awarding a concession contract; and

WHEREAS, in exchange for awarding this concession, the City shall permit the concession contractor to construct and maintain waste and recycling receptacles with advertising space at various public locations throughout the City; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1(j) and N.J.A.C. 5:34-9.4 authorize the City

City Clerk File No. Res. 16.555

Agenda No. 10.Z.14

TITLE: AUG 17 2016

to use competitive contracting to award concession contracts; 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 and services described under N.J.S.A. 40A:11-4.1;

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 *et seq.* is authorized to award a contract for consulting services that will include conducting an assessment of the City's current business licensing and permitting process and recommending specific improvements to the process.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

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

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT TO CONSTRUCT AND MAINTAIN WASTE AND RECYCLING RECEPTACLES WITH ADVERTISING SPACE AT VARIOUS PUBLIC LOCATIONS

Initiator

Department/Division	Office of the Mayor	Bureau of Innovation
Name/Title	Brian Platt	Director of Innovation
Phone/email	BPlatt@jcnj.org	201-988-2432

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 approve the use of competitive contracting to award a concession contract for the construction and maintenance of waste and recycling receptacles that will include advertising space at various public locations. We are seeking receptacles that are easily accessible, showcase businesses in Jersey City, and beautify the streetscape.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

MEMORANDUM

TO: City Council

FROM: Raymond Reddington, Supervisory Assistant Corporation Counsel R. R.

DATE: August 17, 2016

SUBJECT: Procurement of a concession contract to construct and maintain waste and recycling receptacles with advertising space at various public locations within the corporate boundaries of the City

---

The City of Jersey City (City) desires to decrease litter and other waste in public spaces and improve streetscapes by increasing the number and quality of waste and recycling receptacles in the public rights of way. The City intends to award a concession contract for the construction and maintenance of waste and recycling receptacles that will include advertising space at various public locations. The waste and recycling receptacles will be constructed and maintained at no cost to the City. The City will receive a percentage of revenue paid to the concession contractor by advertisers who rent advertising space on the receptacles.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award concession contracts. N.J.S.A. 40A:11-2(37) defines a concession as, "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." Since the waste and recycling receptacles will be constructed and maintained at no cost to the City, and because the City will receive a percentage of the advertising revenue that the contractor earns, the City intends to award the waste and recycling receptacles contract as a concession. N.J.A.C. 5:34-9.4(d)(3) specifically identifies this type of contract as a concession. It states, "use of public space or facilities, (such as scoreboards, bus shelter or facility advertising) for advertising in exchange for fees or services, or discounts on services."

The Competitive Contracting Law requires that the City publicly solicit proposals. Pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing procurement of any concession, the Municipal Council must pass a resolution authorizing the procurement of a concession. In

addition, pursuant to N.J.A.C. 5:34-9.4(d)(1), the Municipal Council must also obtain from legal counsel an opinion regarding the legality of procuring the concession.

Based upon a review of the statute and regulations governing concession contracts, it is the Law Department's opinion that a contract with a contractor to install and maintain waste and recycling receptacles that include advertising space satisfies the definition of a concession. The City will not be paying the contractor for the waste and recycling receptacles because the contractor will charge companies to place their advertisements on the waste and recycling receptacles, and the City will receive a percentage of the contractor's advertising revenue.

RR/cw

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

City Clerk File No. Res.16.556

Agenda No. 10.Z.15

Approved: AUG 17 2016

TITLE:

RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON JUNE 14, 2016 FOR CHAIN LINK FENCING FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

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 chain link fencing for the City of Jersey City (City); and

WHEREAS, the City received one bid on June 14, 2016; and

WHEREAS, Guardian Fence submitted a bid of $2,033,710.00; and

WHEREAS, this bid substantially exceeds the Division of Park Maintenance (Division) pre-bid estimate for this Project of $450,000.00; and

WHEREAS, the City's Director of Park Maintenance recommends that all bids be rejected and the contract be rebid immediately using revised bid specifications; and

WHEREAS, N.J.S.A. 40A:11-13.2 (a) and (b) authorize the rejection of all bids when bids substantially exceed the pre-bid estimate and the City's appropriation for the goods or services; and

WHEREAS, the City desires to reject all bids received on June 14, 2016; and

WHEREAS, N.J.S.A. 40A:11-13.2 (a) and (b) authorize the rejection of all bids when bids substantially exceed the City's estimate for goods or services.

NOW, THEREFORE IT BE RESOLVED, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all bids received on June 14, 2016 for chain link fencing are rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications.

MR/sb
July 15, 2016

APPROVED: Mark Redfield, 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 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON JUNE 14, 2016 FOR CHAIN LINK FENCING FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Parks Director
Phone/email	201-547-4449	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 to:

- Reject bid received for chain link fencing.
- The City received one bid on June 14, 2016.
- Guardian Fence submitted a bid of $2,033,710.00
- This bid substantially exceeds the Division of Park Maintenance (Division) pre-bid estimate for this Project of $450,000.00.
- The City's Director of Park Maintenance recommends that all bids be rejected and the contract be rebid immediately using revised bid specifications.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award Rejection

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Solendra Dayman 7/15/16

Signature of Department Director **Date**

Signature of Purchasing Director **Date**

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

City Clerk File No. Res. 16.557

Agenda No. 10.Z.16

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BIG TOP MANUFACTURING FOR THE PURCHASE AND DELIVERY OF A FABRIC BUILDING STRUCTURE UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Office of Emergency Management wishes to purchase a fabric building structure under GSA contract number GS-07F-9604G in the amount of $99,625.00. The structure will facilitate the storage of large OEMHS emergency equipment to include generators, ATV vehicles, light towers, mobile surveillance cameras, for support of emergency and disaster recovery efforts; and

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

WHEREAS, Big Top Manufacturing, 3255 US 19 North, Perry, Florida 32347 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract GS-07F-9604G; and

WHEREAS, Big Top Manufacturing submitted a quote in the total amount of Ninety Nine Thousand, Six Hundred Twenty Five Dollars ($99,625.00) for a fabric building structure; and

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

WHEREAS, the sum of $99,625.00 is available in Account No. 02-213-40-572-314 which represents the UASI FY-15 Grant;

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

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract in the amount of $99,625.00 for a fabric building structure is awarded to Big Top Manufacturing, 3255 US 19 North, Perry, Florida 32347 the holder of GSA Contract GS-07F-9604G.

2. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continue to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.557

Agenda No. 10.Z.16

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BIG TOP MANUFACTURING FOR THE PURCHASE AND DELIVERY OF A FABRIC BUILDING STRUCTURE UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

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.

UASI FY-15 Grant

Account No.	Purchase Order	Amount
02-213-40-572-314	121816	$99,625.00

_____ 8/4/16

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

PF/pv
7/27/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 BIG TOP MANUFACTURING THE PURCHASE AND DELIVERY OF A FABRIC BUILDING STRUCTURE UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

Initiator

Department/Division	Public Safety	OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njjcps.org

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

Resolution Purpose

This resolution will support the purchase and delivery of a "Big Top" storage tent to be located at the Department of Public Works to facilitate the storage of large OEMHS emergency equipment to include generators, "Bob Cat ATV vehicles, light towers, Mobile Pro surveillance cameras, etc.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 7/21/16

Signature of Purchasing Director — **Date** 8/4/16

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BIG TOP TRAMPOLINE INC
Trade Name:	BIG TOP MANUFACTURING
Address:	3255 US 19 NORTH PERRY, FL 32348-6402
Certificate Number:	1443757
Effective Date:	October 17, 2008
Date of Issuance:	July 21, 2016

For Office Use Only:

20160721162212352

BIGTOP MANUFACTURING

May 12th 2016
Walter Kierce
Jersey City office of emergency management
715 Summit Ave
Jersey City, NJ 07307
201-547-5681

Proposal for Jersey City department of public works **GSA#07F-9604G**

ITEM	QTY	DESCRIPTION	PRICE
Fabric Structures	1	75' Wide X 170' Long X 28' Center Height X 14' side wall 18 OZ. PVC Laminated Vinyl Fabric. • Fabric is Flame retardant – NFPA 701 • UV resistant – UVA Treated • Full Cover terminates at ground level each side. • Frame: 24" Heavy Wall Web Truss • Trusses built on 10' spacing • 55,000psi Galvanized Tubular Steel – 13 Gauge • 12-14 year fabric life • Anchors provided for an asphalt foundation	$99,625.00 GSA PRICING
End Panels	2	2ea access end wall with 2ea 14'wide x 14' high door frames for the sheet metal doors	Included
Man Doors	2	2ea 3680 aluminum access doors	Included
Shipping		F.O.B. NJ Jobsite	Included
Total			**$99,625.00**

Payment Terms:
Net 30 days
Manufacturing Lead –Time: 4 Weeks from receipt of your Purchase Order

Sincerely,

Dustin McCormick
Sales Representative

APPROVED
EV-15

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Contractor Information

(Vendors) How to change your company information

Contract #:	GS-07F-9604G	Socio-Economic :	Small business
Contractor:	BIG TOP TRAMPOLINE, INC. DBA: BIG TOP MANUFACTURING	EPLS :	Contractor not found on the Excluded Parties List System
Address:	3255 US HIGHWAY 19 N PERRY, FL 32347-0894	Govt. Point of Contact:	Michael V. Johns Phone: 817-850-8406 E-Mail: michael.johns@gsa.gov
Phone:	850-584-7786		
E-Mail:	n.anderson@bigtopshelters.com		
Web Address:	http://www.bigtopshelters.com	Contract Clauses/Exceptions:	View the specifics for this contract
DUNS:	037292794		
NAICS:	332311		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
56	BUILDINGS AND BUILDING MATERIALS/INDUSTRIAL SERVICES AND SUPPLIES	GS-07F-9604G		May 31, 2017	361 10A	DISAST PURCH	GSA Advantage!
					361 10E	DISAST PURCH	GSA Advantage!

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Contractor Listing

For general questions, contact:
National Customer Service Center
Phone: 1-800-488-3111
E-mail: mashelpdesk@gsa.gov

Get Quotes

56 BUILDINGS AND BUILDING MATERIALS/INDUSTRIAL SERVICES AND SUPPLIES

FSC 54 - PRE-ENGINEERED/PREFABRICATED BUILDINGS AND STRUCTURES

Category Description

361 10A Pre-Engineered and Prefabricated Buildings and Structures for Storage Solutions Includes, but not limited to: storage containers, warehousing structures, hazardous/chemical storage, energy/power shelters, communications shelters, garages, portable vehicle tents, car ports, aircraft hangars, maintenance shelters, vehicle inspection stations, equipment shelters, barns, sheds, freight/shipping containers, portable workshops, and mobile containers. May be wood, fiberglass, steel, aluminum, metal, tension fabric or other membrane material, pre-cast concrete and includes accessories and options - any may contain recycled content or biobased materials. Structures and buildings are suitable for support of emergency and disaster recovery efforts. If offering products under this SIN that require your services to install the product and the cost to install these items is substantial in nature, you will be required to provide the turnkey solution in order for your offer to gain consideration. Services should be offered under a combination of SINs 361 30 and 361 32 depending on the scope of services to be performed.

44 contractors

Display: All Socio-Economic Indicators / Small Business / Woman Owned Business Go

Hold the 'Ctrl' key to select all that apply

Search Contractor T&Cs/Pricelist Go

Download Contractors (*Excel*)

Contractor		Contract #	Phone	City, State	Socio-Economic	Contractor T&Cs /Pricelist	View Catalog
A & A SHEET METAL PRODUCTS INC	DISAST PURCH	GS-07F-0416U	888-326-7890	LA PORTE ,IN	s		GSA Advantage!
A BOX 4 U, LLC	DISAST PURCH	GS-07F-0761X	316-440-5816	WICHITA ,KS	s		GSA Advantage!
AAR MANUFACTURING, INC.	DISAST PURCH	GS-07F-0065L	800-355-2015	CADILLAC ,MI	o		GSA Advantage!
ABS ALPHA GROUP GMBH	DISAST PURCH	GS-07F-0268K	+49 (0)6101 5865-0	BAD VILBEL , GERMANY	o		GSA Advantage!
ABSOLUTE STORAGE, LLC	DISAST PURCH	GS-07F-9481S	480-768-1618	TEMPE ,AZ	s		GSA Advantage!
AGATE STEEL, INC.	DISAST PURCH	GS-07F-0549T	480-994-9455	SCOTTSDALE ,AZ	s/dv/h		GSA Advantage!
AIR DESIGN HEATING AND COOLING, INC.	DISAST PURCH	GS-07F-0195X	919-868-8955	GARNER ,NC	s		GSA Advantage!
ATLANTIC DIVING SUPPLY, INC.	DISAST PURCH	GS-07F-358AA	855-254-7871	VIRGINIA BEACH ,VA	s		GSA Advantage!
BIG TOP TRAMPOLINE, INC. (DBA: BIG TOP MANUFACTURING)	DISAST PURCH	GS-07F-9604G	850-584-7786	PERRY ,FL	s		GSA Advantage!
BLUESCOPE CONSTRUCTION, INC.	DISAST PURCH	GS-07F-9665G	540-678-1234	KANSAS CITY ,MO	o		GSA Advantage!
		GS-07F-0449V	512-231-9603	MANOR ,TX	s		GSA Advantage!

(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): Dustin McCormick / Sales Rep

Representative's Signature: Dustin McC

Name of Company: Big Top Manufacturing

Tel. No.: 850-584-7786 **Date:** 7/22/16

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: Dustin McCormick / Sales Rep.
Representative's Signature: [signature]
Name of Company: B's Tool Manufacturing
Tel. No.: 850-584-7786 Date: 7/22/16

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

City Clerk File No. Res. 16.558

Agenda No. 10.Z.17

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING L.P. FOR THE PURCHASE, INSTALLATION AND IMPLEMENTATION OF OFFICE 365 UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, acquisition of goods and services are necessary to migrate the City to Microsoft's Office 365 software systems. All non-uniform City email will be moved to and stored in the Microsoft Cloud. The latest version of Microsoft Office Professional will be made available to all City non-uniform agencies. Finally, Dell will be available to provide training and support services to City end users; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Dell Marketing L.P., One Dell Way, RR8, MS41, Round Rock, Texas 78682 is in possession of State Contract No. A89967, and submitted a proposal in the amount of Ninety Four Thousand, Six Hundred Dollars ($94,600.00) for the purchase, installation and implementation of Office 365; and

WHEREAS, funds are available for this contract in the **Capital Fund Account**;

Account	P.O. #	State Contract	Total Contract
04-215-55-976-990	121817	A89967	$94,600.00

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 contract in the amount of $94,600.00 is awarded to Dell Marketing L.P. for the purchase, installation and implementation of Office 365.

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.558

Agenda No. 10.Z.17

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING L.P. FOR THE PURCHASE, INSTALLATION AND IMPLEMENTATION OF OFFICE 365 UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **Trust Fund Account:**

Account	P.O. #	State Contract	Total Contract
04-215-55-976-990	121817	A89967	$94,600.00

Approved by _____ 8/4/16

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
7/29/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 DELL MARKETING L.P. FOR THE PURCHASE, INSTALLATION AND IMPLEMENTATION OF OFFICE 365 UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Data Processing Coordinator
Phone/email	201-547-4274	bobm@jcnj.org

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

Resolution Purpose

Acquisition of goods and services necessary to migrate the City to Microsoft's Office 365 software systems. All non-uniform City email will be moved to and stored on the Microsoft Cloud. The latest version of Microsoft Office Professional will be made available to all City non-uniform agencies. Finally, Dell will be available to provide training and support services to City end users.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 7-25-16

Signature of Purchasing Director — **Date** 8/4/16

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0095191 FOR DELL MARKETING LP IS VALID.

STATE OF NEW JERSEY
PROCUREMENT BUREAU
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230
MULTI-STATE CONTRACT

COMPUTER EQUIPMENT, PERIPHERALS
& RELATED SERVICES

NUMBER : A89987
DATE : 10/06/15
BUYER : VICENTE AZARCON
PHONE : (609) 292-0250
EFFECTIVE DATE : 10/01/15
EXPIRATION DATE : 03/31/17
T-NUMBER : M0483
CONTRACTOR : DELL MARKETING LP

DELL MARKETING LP
ACH ELECTRONIC PAYMENT
ONE DELL WAY
ROUND ROCK TX 78682

VENDOR NO. : 742485040 08
VENDOR PHONE : (800)981-3355
FEIN/SSN : 742616805
REQ AGENCY : 822050
PROCUREMENT BUREAU

AGENCY REQ NO. :
PURCH REQ NO. :
FISCAL YEAR : 16
COMMODITY CODE:
SOLICITATION #:
BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 10/01/15 TO: 03/31/17 ESTIMATED AMOUNT: $250,854,255.37

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/01/15
CONTRACT ENDING ORDERING PERIOD DATE IS:03/31/17
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN030 DAYS ARO UNLESS SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED00/00/00
AMOUNT $0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER THE COOPERATIVE PROCUREMENT PROGRAMYES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER
THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.
YOU WERE AWARDED 5 LINES FROM CO-OP REFERENCE #

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER 10/9/15 DATE

FOR DIRECTOR 10/15/15 DATE
DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

PRICE SHEET	MULTI-STATE CONTRACT	
PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : A89987 T-NUMBER : M0483 CONTRACTOR: DELL MARKETING LP	PAGE 2

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY				
00001	COMMODITY CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00002	COMMODITY CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00003	COMMODITY CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00004	COMMODITY CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00005	COMMODITY CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	

AMENDMENT to STATE OF NEW JERSEY
PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS
Under
NASPO ValuePoint, formerly Western States Contracting Alliance ("WSCA")
Contract for Computer Equipment
Including Related Peripherals and Services
[State of Minnesota Master Contract Number MNWNC-108]

THIS AMENDMENT to the State of New Jersey's Participating Addendum under the NASPO ValuePoint contract for Computer Equipment led by the State of Minnesota ("Participating Addendum"), is made effective as of October 1, 2019 or the last date of signature below, whichever is later ("effective date"), by and between Dell Marketing L.P., whose address is One Dell Way, Mail Stop 1-13, Round Rock, Texas, 78682 ("Contractor")and the State of New Jersey, Department of the Treasury, Division of Purchase and Property whose address is 33 West State Street, 8th floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all Authorized Purchasers (collectively "State").

WHEREAS, the State and Contractor desire to amend certain provisions of the State of New Jersey Participating Addendum as more fully described below by entering into this Amendment; and

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Section 6.0 Modified WSCA Master Agreement Terms** - Delete Paragraph 1 and replace with the following:

   Section H28, Acceptance And Acceptance Testing, in the Master Agreement is deleted in its entirety and replaced with the following:

   H28. ACCEPTANCE AND ACCEPTANCE TESTING
   A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

   B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

2. Terms and Conditions [illegible]

3. Execution of Amendment - [illegible]

IN WITNESS WHEREOF, [illegible]

[illegible]	[illegible]
By: Peri MacMeekin	By: [illegible]
Name: Peri MacMeekin	Name: [illegible]
Title: Technology Licensing Officer	Title: [illegible]
Date: 9/28/2015	Date: [illegible]
[illegible]	
By: [illegible]	
Name: Roger E. Gibson	
Title: [illegible]	
Date: 9/10/15	

STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
DELL MARKETING, L.P.
FOR
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage Including Related Peripherals & Services)

To:	Dell Marketing L. P. One Dell Way Mailstop ~~8707~~ RR1-33 Legal SM 2/26/15 Round Rock, TX 78682	CONTRACT NO:	MNWNC-108
	Contract Vendor Administrator: Diane Wigington Email: Diane_Wigington@dell.com Phone: (512) 728-4805	CONTRACT PERIOD:	April 1, 2015, or upon final executed signatures, whichever is later
		THROUGH	March 31, 2017
		EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie G. Miller
Signature
Stephanie G. Miller
Printed Name
Title: Contract Manager / Senior Manager SM
Date: 16 February 2015

By: _____
Signature
_____
Printed Name
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Sue Kahle
Title: Master Agreement Administrator
Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Original signed
Date: MAR 03 2015

By Lucas J. Jannett

Statement of Work for:

City of Jersey City Municipal Government

Office 365 Project

Contact Summary

Customer	City of Jersey City Municipal Government Customer Number: 2723785 Contact Name: Bob Magro Phone: (201) 547-4274 Email: bobm@jcnj.org
Initial Delivery Date	7/12/2016 - v2
Document Author	Name: Carlos Munoz Title: Solution Architect Organization: Dell Global Solution Design Center Phone: (972) 577-7000 x 332-3661 Email: Carlos_Munoz@Dell.com
Customer Billing Contact	Name: City of Jersey City Municipal Government Address: 1 Journal Square, Jersey City, NJ Phone number: (201) 547-4274
Dell Segment Contact	Name: Angelo Perri Phone: (512) 723-7328 Email: Angelo_Perri@Dell.com
Locations where work will be performed	1 Journal Square, Jersey City, NJ
Dell Opportunity Number	12054346 / RFS-2016-14800

Contents

1 INTRODUCTION 3

2 TERM 3

3 SUMMARY OF SERVICE 3

4 SCOPE OF SERVICE 3
- 4.1 Introduction 3
- 4.2 Detailed Description 4
- 4.3 Customer Responsibilities 4
- 4.4 Assumptions 5
- 4.5 Out of Scope 6
- 4.6 Schedule / Timeline / Milestones 6
- 4.7 Service Hours 6
- 4.8 Deliverables 6
- 4.9 Personnel Skills and Qualifications 6

5 PRICING 6
- 5.1 Purchase Order Amount 7
- 5.2 Pricing Clauses: 7

6 CHANGE MANAGEMENT PROCESS 7

7 OTHER PROVISIONS 8

8 GENERAL 9

9 SIGNATURES 9

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1 INTRODUCTION

This Statement of Work ("SOW") sets forth the Services (as defined herein) to be performed by Dell Marketing LP ("Dell") to City of Jersey City Municipal Government ("Customer"). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer's separately signed master agreement entitled and dated to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement ("PSA"), which is available at www.dell.com/PSATerms and in hardcopy from Dell upon request, and, if applicable, is incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the "Agreement").

2 TERM

The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell's completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the "Services"), which include the following:

- Assessment and migration of approximately 2,108 existing Microsoft Exchange mailboxes to the Office 365 Cloud.

4 SCOPE OF SERVICE

4.1 Introduction

Dell has been engaged to migrate existing Exchange email solution to a full Cloud based Office 365 environment.

4.2 Detailed Description

Detailed list of tasks to be completed:

Part 1 - On-premises

- Create VM that will connect current Exchange to Office 365
- Setup Office 365 Environment
- Connect Azure AD
- Install Exchange 2013 in temporary VM
- Configure Exchange 2013 Environment
- Ensure total seamless integration
- Run Trial Migrations
- Tune any needed parameters
- Develop instructions for connectivity
- Run Alpha group Migrations
- Tune any needed parameters
- Mail flow Cut-over
  - Ensure MX records are correct
  - Ensure send connector is working
  - Once no Mail is Inbound on-Premises
- Schedule and prepare mass migrations
- Finalize and Clean-up mailbox migration
- Public folder Migration
- SMTP relay setup for notifications and scan to email to Office 365
- Ensure nothing else on current environment
- Decommission Old Environment

Part 2 - Archive

- A 3rd party utility from Bit Titan will be employed to migrate all existing mailboxes to the Office 365 cloud.

4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.

2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.

3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the

specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.

4) Customer agrees to make available suitable resources, space, personnel, documentation, and systems.

5) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.

6) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.

7) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.

8) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.

9) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.

10) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.

11) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.

12) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.

13) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.

14) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.

15) Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing, during the installation process, Technician will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Technician under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.

4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.

4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1) Any services, tasks or activities other than those specifically noted in this SOW.
2) Any Dell training or certification services not specifically described in this SOW.
3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will be limited to a period of time not-to-exceed 3 weeks.

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

1) As built Documentation of Office 365 infrastructure and mailflow diagram

4.9 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

5 PRICING

This section describes the methodology for determining invoice amounts (the "Charges") for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD $65,350.00

If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.1.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: USD $65,350.00

5.1.2 Expenses

Expenses and Migration tool are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

5.2 Pricing Clauses:

1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date ("Initial Delivery Date") of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
2) The price for the Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
4) Taxes - All prices are in USD and are exclusive of all applicable taxes

6 CHANGE MANAGEMENT PROCESS

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

www.dell.com/servicecontracts/RFC

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

1) Dell may use affiliates and subcontractors to perform Services.

2) Dell may perform all or part of the Services off-site at a Dell or other location.

3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.

4) Customer acknowledges that Dell will request Customer's participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. The Infrastructure Consulting References Program has been developed to facilitate the confidential conversations between Dell customers and prospective accounts.
   a) Customers are invited to join the program at the conclusion of their project for a period of one year.
   b) We will only share your contact information to a potential customer who is interested in contacting you for a discussion on your previous experiences.
   c) We limit usage of your reference to no more than once/month.
   d) We will not publish your name, organization, or any customer identifiable details based on participation in this program.

5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

6) At Dell's request, Customer agrees to cooperate with Dell to provide the following marketing assistance to Dell.
   - Provide reference calls to potential Dell customers for similar Services with reasonable limits on the number of requested calls.
   - Participate in and approve a success story detailing business benefits Customer has derived from utilizing the Services provided by Dell. All content developed by Dell is subject to Customer's final approval.

8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

City of Jersey City Municipal Government		Dell Marketing LP	
By:	.....	By:	.....
Printed:	.....	Printed:	.....
Title:	.....	Title:	.....
Date:	.....	Date:	.....

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to Fax: (512) 283-7899, Attention: Carlos Munoz, RE: 12054346 / RFS-2016-12672.
The purchase order amount should include estimated expenses, if they are billable.

Contact Summary

Customer	City of Jersey City Municipal Government Customer Number: 2723785 Contact Name: Bob Magro Phone: (201) 547-4274 Email: bobm@jcnj.org
Initial Delivery Date	7/5/2016 - v3
Document Author	Name: Carlos Munoz Title: Solution Architect Organization: Dell Global Solution Design Center Phone: (972) 577-7000 x 332-3661 Email: Carlos_Munoz@Dell.com
Customer Billing Contact	Name: City of Jersey City Municipal Government Address: 1 Journal Square, Jersey City, NJ Phone number: (201) 547-4274
Dell Segment Contact	Name: Angelo Perri Phone: (512) 723-7328 Email: Angelo_Perri@Dell.com
Locations where work will be performed	1 Journal Square, Jersey City, NJ
Dell Opportunity Number	12054346 / RFS-2016-12672

Statement of Work for:

City of Jersey City Municipal Government

Staff Augmentation

Contents

1 INTRODUCTION 3

2 TERM 3

3 SUMMARY OF SERVICE 3

4 SCOPE OF SERVICE 3
- 4.1 Staff Augmentation 3
- 4.2 Customer Responsibilities 4
- 4.3 Assumptions 4
- 4.4 Out of Scope 4
- 4.5 Schedule / Timeline / Milestones 5
- 4.6 Service Hours 5
- 4.7 Personnel Skills and Qualifications 5

5 PRICING 5
- 5.1 Purchase Order Amount 5
- 5.2 Pricing Clauses: 6

6 CHANGE MANAGEMENT PROCESS 6

7 OTHER PROVISIONS 7

8 GENERAL 7

9 SIGNATURES 8

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1 INTRODUCTION

This Statement of Work ("SOW") sets forth the Services (as defined herein) to be performed by Dell Marketing LP ("Dell") to City of Jersey City Municipal Government ("Customer"). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer's separately signed master agreement entitled and dated to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement ("PSA"), which is available at www.dell.com/PSATerms and in hardcopy from Dell upon request, and, if applicable, is incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the "Agreement").

2 TERM

The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell's completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the "Services"), which include the following:

- Staff Augmentation

4 SCOPE OF SERVICE

4.1 Staff Augmentation

4.1.1 Introduction

The purpose of this Staff Augmentation is to provide a Remote Senior Engineer for up to 250 hours. This will be billed as time and materials.

Dell will supply one (1) Resource to Customer to function as a supplemental resource in Customer's current I/T organization, working at the direction of the Customer, for the Supported Sites identified in this SOW.

4.1.2 Detailed Description

Resources with the knowledge, skills and abilities listed below will be provided by Dell and will be directed solely by Customer.

All resources supplied by Dell to Customer will have the following set of skills/attributes:

- Global Service Desk Resource

4.2 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

1) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact All Services communications will be addressed to such point of contact (the "Customer Contact").
2) Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
3) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
4) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
5) Customer's Contracting Officer or designee will have the authority to act for the Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within the Customer's organization and resolving conflicting requirements. Notwithstanding the foregoing, Dell recognizes that only the Contracting Officer has the authority to modify the Task Order/SOW, pursuant to the Change Management Process as defined in Section 6.

4.3 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
2) Dell will be available to the Customer after normal business hours at no additional charge.
3) The Provider's engineer will perform services in a remote only capacity, no onsite service will be provided through this agreement.

4.4 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1) Any services, tasks or activities other than those specifically noted in this SOW.
2) Any Dell training or certification services not specifically described in this SOW.
3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.5 Schedule / Timeline / Milestones

Resource(s) associated with these Services shall be available to Customer for 500 hours conducted over a period of time not-to-exceed 6 contiguous business months (subject to any applicable maximums and/or minimums). Such resource(s) will be available to Customer within the Service Hours as specifically detailed in Section 4.6 herein.

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

4.6 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

4.7 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

5 PRICING

This section describes the methodology for determining invoice amounts (the "Charges") for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD $29,250.00

If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.1.1 Hourly Charges

Dell will invoice Customer the applicable Hourly Charges in accordance with this SOW, irrespective of whether those charges were incurred prior to the Effective Date. The Hourly Charges will be invoiced on a monthly basis based upon the actual number of hours (subject to any applicable minimums) expended by Dell in the prior billing period multiplied by the applicable hourly rates as set forth in the table below:

Hourly Service Rates Table (USD)

Resource Title	Within Service Hours	Outside Service Hours	Estimated Hours	Estimated Charge
Remote Senior Engineer	$117.00	-	250	$29,250.00
			TOTAL HOURLY ESTIMATE	$29,250.00

For Services performed based on hourly rates, estimates by resource are provided for planning purposes only. Estimated hourly allocations may be redistributed from one resource to another within the confines of the estimated total defined in this section without requiring customer pre-approval.

5.1.2 Expenses

Customer will be responsible for Service related travel expenses including actual, reasonable and necessary travel and living expenses Dell reasonably incurs in connection with delivering the Services. Expenses are estimated at USD $0.00 and will be invoiced by Dell based on actual expenses incurred.

5.2 Pricing Clauses:

1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date ("Initial Delivery Date") of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
2) The price for the Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
4) Taxes - All prices are in USD and are exclusive of all applicable taxes

6 CHANGE MANAGEMENT PROCESS

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

www.dell.com/servicecontracts/RFC

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

1) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the Agreement; second, the SOW; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

2) Dell may use affiliates and subcontractors to perform Services.

3) Dell (1) does not warrant or guarantee and Customer shall be solely responsible for any particular result or solution to Customer's particular needs or any work product of Dell supplied personnel; and (2) shall have no responsibility for any claims that work product of any Dell supplied personnel under this SOW infringes the intellectual property of any third party.

4) Dell is supplying qualified staff to augment the Customer's work force for any project the Customer deems necessary. Customer will exclusively determine project objectives, methodologies, and scheduling of the work. Accordingly, notwithstanding anything to the contrary in the Agreement, Dell (1) does not warrant or guarantee and Customer shall be solely responsible for any particular result or solution to Customer's particular needs or any work product of Dell supplied personnel; and (2) shall have no responsibility for any claims that work product of any Dell supplied personnel under this SOW infringes the intellectual property of any third party.

5) In the event the Consultant is unavailable (for vacation, training, etc.) another Consultant will be identified and communication to the Customer will occur before the outage.

6) Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that the resources and any services provided by such resources shall be provided "as is", and Customer expressly disclaims the right to seek any damages from Dell in connection with this SOW and to receive the benefit of any warranties or indemnification which may be available under the Agreement.

8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

City of Jersey City Municipal Government		Dell Marketing LP	
By:	.....	By:	.....
Printed:	.....	Printed:	.....
Title:	.....	Title:	.....
Date:	.....	Date:	.....

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to Fax: (512) 283-7899, Attention: Carlos Munoz, RE: 12054346 / RFS-2016-14800.
The purchase order amount should include estimated expenses, if they are billable.

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

City Clerk File No. Res. 16.559

Agenda No. 10.Z.18

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO GARDEN STATE HIGHWAY PRODUCTS FOR THE PURCHASE & DELIVERY OF SOLAR BLINKER SIGNS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF ADMINISTRATION (ENGINEERING, TRAFFIC AND TRANSPORTATION)

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods 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 U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Administration (Engineering/Traffic & Transportation), needs solar blinker signs; and

WHEREAS, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

WHEREAS, the Department of Administration (Engineering, Traffic & Transportation) wishes to purchase solar blinker signs from Garden State Highway Products, 1740 East Oak Road, Vineland, New Jersey 08361; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, these funds are available for this expenditure in accordance with the 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:

1. Garden State Highway Products's proposal to purchase solar blinker signs be accepted and a contract in the amount of $39,520.00 is awarded to Garden State Highway Products.

2. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.559

Agenda No. 10.Z.18

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO GARDEN STATE HIGHWAY FOR THE PURCHASE & DELIVERY OF SOLAR BLINKER SIGNS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF ADMINISTRATION (ENGINEERING, TRAFFIC AND TRANSPORTATION)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Capital Acct. #: 04-215-55-953-991 **PO #:** 121767 **Amount:** $39,520.00

APPROVED: _____ 8/4/16

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

PF/pv
7/27/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 GARDEN STATE HIGHWAY FOR THE PURCHASE & DELIVERY OF SOLAR BLINKER SIGNS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Andrew Vischio. P.E,	Assistant Traffic Engineer
Phone/email	201-547-4419	Avischio@jcnj.org

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

Contract Purpose

Purchase and delivery of solar blinker signs for pedestrian safety at various locations throughout the city.

Cost (Identify all sources and amounts)

PO 121767 $39,520.00 – 04-215-55-953-991
Source: Traffic Engineering Capital Account

Contract term (include all proposed renewals)

Purchase & Delivery

Type of award Coop Resolution

If "Other Exception", enter type

Additional Information

See Quote for addition specifications

I certify that all the facts presented herin are accurae.

Jose R. Cunha

Jose R. Cunha, PE, CME,
Director of Engineering

7/22/16
Date

Peter Folgado, Director of Purchasing,
QPA, RPPO

8/4/16
Date

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0101992 FOR GARDEN STATE HIGHWAY PRODUCTS, INC. IS VALID.

TAPCO Contract

Traffic Control Products and Solutions

Lead Agency:
Barron County, Wisconsin

Contract Number:
2013-100

3 year initial term, March, 01, 2014 to February 28, 2017
Contract has been extended through February 28, 2018
Option to renew for (2) additional (1) year periods

Postings

Number of suppliers who responded to RFP: 2

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Oct 21, 2013-Nov 25, 2013
Onvia Demand Star	Oct 21, 2013-Nov 25, 2013
Barron County	Oct 21, 2013-Nov 25, 2013
Canadian MERX Public Tenders	Oct 21, 2013-Nov 25, 2013
Association of Oregon Counties	Oct 21, 2013-Nov 25, 2013
State of Hawaii and Oregon	Oct 21, 2013-Nov 25, 2013

Contract Documents:

- Contract No. 2013-100
- Contract Amendments

RFP Documents:

- RFP 2013-100 Traffic Control Products and Solutions
- RFP 2013-100 Attachment B Market Basket Pricing
- RFP 2013-100 Addendum No 1
- RFP Posting Document

SALES QUOTE

Garden State Highway Products, Inc.
1740 E. Oak Road
Vineland NJ 08361
(856)692-7572 Fax (856)692-6797

Quote	QT050439
Date	7/15/2016
Page	1
Vendor#	

Bill To:

Jersey City, City of (DPW)
Division of Engineering, Traffic & Transportation
13-15 Linden Avenue East
Jersey City NJ 07305

Ship To:

Jersey City, City of (DPW)
Division of Engineering, Traffic & Transportation
13-15 Linden Avenue East
Jersey City NJ 07305

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ANDREW	JER CITY	JAKE		Net 30 days	0/0/0000	166,058

Quantity	Item Number / Description	UOM	Unit Price	Ext. Price
6	TAPCO-2180-00202-S1-1-30-FYG SOLAR BlinkerSign - S1-1 - 30" DG3 FYG	EACH	$1,520.00	$9,120.00
20	TAPCO-2180-00214-W11-2-30-FYG SOLAR BlinkerSign - W11-2 - 30" DG3 FYG	EACH	$1,520.00	$30,400.00

QUOTE VALID FOR 30 DAYS

Subtotal	$39,520.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$39,520.00

BARRON COUNTY
HIGHWAY DEPARTMENT

RECEIVED
FEB 0 6 2014

Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
Fax: 715-637-3061

mark.servi@co.barron.wi.us
russ.marske@co.barron.wi.us
jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

MEMORANDUM OF NEGOTIATION
RFP# 2013-100

Barron County and TAPCO (Traffic & Parking Control Co., Inc.) hereby agree to the following in the execution of Contract 2013-100. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The final contract contains the following items:

A. The Memorandum of Negotiation
B. Barron County Affidavit of Publication
C. Barron County RFP# 2013-100 and all Addenda
D. TAPCO (Traffic & Parking Control Co., Inc.) Technical proposal as amended by this Memorandum of Negotiations
E. TAPCO (Traffic & Parking Control Co., Inc.) Cost proposal as amended by this Memorandum of Negotiations
F. Response to clarifications dated December 17, 2013.

ACCEPTED BY:

1/30/14

Andrew Bergholz
VP, Sales
TAPCO (Traffic & Parking Control Co., Inc.)

Mark Servi
Highway Commissioner
Barron County, WI

BARRON COUNTY
HIGHWAY DEPARTMENT

Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
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jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

TAPCO (Traffic & Parking Control Co., Inc.)
5100 W. Brown Deer Road
Brown Deer, WI 53223

Attn: Andrew Bergholz

Reference: RFP# 2013-100 – Traffic Control Products and Related Products and Solutions

Dear Mr. Bergholz:

ACCEPTANCE AGREEMENT

CONTRACT # 2013-100

This acceptance agreement signifies a contract award to TAPCO (Traffic & Parking Control Co., Inc.) in its entirety for Traffic Control Products and Related Products and Solutions. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The contract award shall be in accordance with the following:

1. This Acceptance Agreement
2. The signed Memorandum of Negotiation

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by Barron County. Contract award documents may be viewed on the Barron County website at www.barroncountywi.gov.

Mark Servi
Highway Commissioner
Barron County, WI

(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): Sharon L. Green, President

Representative's Signature: Sharon L. Green

Name of Company: Garden State Highway Products, Inc.

Tel. No.: 856-692-7572 Date: 7/21/16

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

The contractor and the President of GSHP, Inc., (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: Sharon L. Gregg, President
Representative's Signature: [signature]
Name of Company: Garden State Highway Products, Inc.
Tel. No.: 856-692-7572 Date: 7/21/16

Certification 4831

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-JUL-2011 to 15-JUL-2018

GARDEN STATE HWY. PRODUCTS, INC.
1740 E. OAK ROAD
VINELAND NJ 08361

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 16.560

Agenda No. 10.Z.19

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO WESTERN PEST SERVICES FOR PEST CONTROL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods 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 National Joint Powers Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, pest control services are needed city-wide; and

WHEREAS, Resolution 14-538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System; and

WHEREAS, the Department of Public Works, Division of Building & Street Maintenance wishes to contract Pest Control Services from Western Pest Services, 614 Eagle Rock Avenue, West Orange, New Jersey 07052 who is an authorized dealer for Orkin, LLC in possession of contract 102412-ORK; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

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

1. Western Pest Service's proposal to provide pest control services city-wide, for the Department of Public Works, Division of Buildings & Street Maintenance is accepted and a contract in the amount of $18,000.00 is awarded to Western Pest Services.

2. The term of the contract shall be for (5) five months effective on August 1, 2016 through December 31, 2016.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.560

Agenda No. 10.Z.19

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO WESTERN PEST SERVICES FOR PEST CONTROL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #:	Total Contract
01-201-26-291-301	119531	$18,000.00

APPROVED: _____ 8/4/16

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

PF/pv
7/27/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 WESTERN PEST SERVICES FOR PEST CONTROL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM

Project Manager

Department/Division	DPW	Buildings and Street
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:

- Pest control services to various locations citywide.
- For about forty (40) locations.
- Vendor will provide all labor, materials, equipment
- Western Pest is an authorized dealer for Orkin, LLC.

Cost (Identify all sources and amounts)

01-201-26-291-301 (operating account)
Total Amount =$18,000.00
Temporary Encumbrancy =$5,000.00

Contract term (include all proposed renewals)

8/1/16 to 12/31/16

Type of award NJPA Cooperative

If "Other Exception", enter type

Additional Information

- **NJPA Contract : 102412 ORK**

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 7/15/16

Signature of Purchasing Director **Date** 8/4/16

Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1548788 FOR WESTERN INDUSTRIES- NORTH, LLC IS VALID.

Orkin, LLC

NJPA AWARDED CONTRACT

Contract#: 102412-ORK
Category: Facility, Maintenance, Repair and Operations
Description: Pest Control & Elimination
Maturity Date: 01/15/2017

Setting the Standard for More Than A Century, Atlanta-based Orkin, LLC, founded in 1901, is a wholly owned subsidiary of Rollins, Inc. (NYSE:ROL). Orkin serves 1.7 million clients with more than 400 locations across the world. Orkin is Committed to Environmentally Conscious Approaches.By following latest best practices in Integrated Pest Management (IPM), we help our clients create cleaner and healthier working environments. But we feel a responsiblity to help protect the larger environment as well and use non-chemical, as well as target-specific treatments that zero in on specific pest problems and help minimize any hazard to people, property or the environment.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Deborah Toth
Direct Phone: 770-220-6165
dtoth@rollins.com

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Orkin, LLC (Vendor)
2170 Piedmont Road NE
Atlanta, GA 30324

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #102412-ORK" for the procurement of Pest Elimination with Related Products and Services, and having a maturity date of January 15, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of January 15, 2016 to January 15, 2017.

National Joint Powers Alliance® (NJPA)

By: _____, Its: Executive Director/CEO

Name printed or typed: Chad Coauette

Date 12/29/15

Orkin, LLC

By: Digitally signed by dtoth@rollins.com DN: cn=dtoth@rollins.com Date: 2015.12.29 13:27:02 -05'00' _____, Its: GSA/Government Contract Manager

Name printed or typed: Deborah A Toth

Date 12.29.2015

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

Rollins, Inc. Completes Acquisition of Western Pest Services

ATLANTA, May 3, 2004—Rollins, Inc. (NYSE: ROL), a premier North American consumer services company, today announced that it has completed its acquisition of Western Pest Services and affiliates for a cash payment of approximately $110.0 million. Western Pest Services recorded revenues of $72 million in 2003 related to its pest control business.

At the same time, Rollins announced that it has sold certain ancillary operations, Residex Corporation, the pest control material distribution company that was acquired as part of the Western Pest Services transaction to an industry distribution group.

Prior to the acquisition, Western Pest Services was recognized as a premier pest control business and ranked as the eighth-largest company in the industry. Based in Parsippany, N.J., the company provides pest elimination and prevention in homes and businesses to over 130,000 customers from New York to Virginia, with additional operations in Georgia and Florida. Western is primarily a commercial pest control service company, and its existing businesses complement most of the services that Orkin offers, in an

area of the country in which Orkin has not been particularly strong, the Northeast.

Glen Rollins, vice president of Rollins, Inc. and president of Orkin, Inc., who along with Western leadership, recently visited with all of Western's co-workers over the past month commented, "We are impressed by the broad talent of the Western team and look forward to learning a great deal from them. Working together, we will improve operations and better serve our growing list of customers."

Rollins, Inc. is one of the nation's largest consumer services companies. Through its wholly owned subsidiary, Orkin, Inc., the company provides essential pest control services and protection against termite damage, rodents and insects to approximately 1.6 million customers in the United States, Canada and Mexico from over 400 locations. You can learn more about Orkin by visiting our websites at www.orkin.com and www.rollins.com. You can also find this and other news releases at www.rollins.com by accessing the news releases button.

CAUTION CONCERNING FORWARD-LOOKING STATEMENTS
The above release contains statements that constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. The actual results of the Company could differ materially from those indicated by the forward-looking statements because of various risks and uncertainties, including without limitation, general economic conditions; market risk; changes in industry practices or technologies; the degree of success of the Company's pest and termite process reforms and pest

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): TODD HENCHES BRANCH MANAGER
Representative's Signature: [signature]
Name of Company: WESTERN PEST SERVICES
Tel. No.: 973-731-8000 Date: 7/26/16

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 Western Pest Service (name of business entity) has not made any reportable contributions in the **one-year period preceding July 13, 2016 (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 Western Pest Service (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: Western Pest Service

Signed: [signature] Title: Manger

Print Name: Todd Henches Date: July 13, 2016

Subscribed and sworn before me
this 20 day of July, 2016
My Commission expires:

[signature]
(Affiant)
Jessica Steinfeld
(Print name & title of affiant) (Corporate Seal)

Jessica Steinfeld
Notary Public, New Jersey
My Commission Expires August 22, 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.

G:\WPDOCS\URENE\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: Western Pest Service

Signed: _____ Title: Manger

Print Name: Todd Henches Date: _____

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

_____ (Affiant)

My Commission expires:

_____ (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:	Western Pest Service				
Address:	614 Eagle Rock Avenue				
City:	West Orange	State:	NJ	Zip:	07052

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	Todd Henches Printed Name	Manger 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	NONE	N/A	$ N/A

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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): TODD HENCHEE BRANCH MANAGER

Representative's Signature: [signature]

Name of Company: WESTERN PEST

Tel. No.: 973 731 8000 **Date:** 7/26/16

Form AA302
Rev. 11/11

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

WESTERN PEST SERVICES

EMPLOYEE INFORMATION REPORT

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/purchase/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: 645

4. COMPANY NAME: Western Industries-North, LLC dba Western Pest Services

5. STREET	CITY	COUNTY	STATE	ZIP CODE
614 Eagle Rock Avenue	West Orange	Essex	NJ	07052

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
Rollins, Inc.	Atlanta	GA	30324

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 12

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	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				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	3	3		1	1			1					
Professionals													
Technicians	15	15		1	11			3					
Sales Workers	3	3		1				2					
Office & Clerical	2	1	1	1									1
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	23	22	1	4	12			6					1
Total employment From previous Report (if any)	23	21	2	3	12			6	1				1
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	1	1						1					

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: 1-12-12 To: 1-13-12

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

15. IF NO, DATE LAST REPORT SUBMITTED
MO. 5 DAY 14 YEAR 2009

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Patti-Ann McGowan	P. McGowan	HR Administrator	04	26	2012

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
800 Lanidex Plaza	Parsippany	Morris	NJ	07054	973 - 515 - 0100

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

City Clerk File No. Res. 16.561

Agenda No. 10.Z.20

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH PABCO INDUSTRIES TO SUPPLY AND DELIVER BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 14..494 approved on July 16, 2014, awarded a one-year contract in the amount of $106,920.00 to **Pabco Industries** for beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to 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, Resolution No. 15.533, approved on July 15, 2015, exercised the first of two renewal options for a total contract amount of $106,920.00; and.

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **July 17, 2016 and ending on July 16, 2017**; and

WHEREAS, the total cost of the contract renewal is **$107,208.68**; and

WHEREAS, funds in the amount of $5,000.00 are available in the Division of Park Maintenance **Operating Account No. 16-01-201-28-375-209.**

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 **Pabco Industries** for beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;

2) The renewal contract is an open-end contract and is for a one-year period effective as of June 17 2016, and the total cost of the contract shall not exceed **$ 107,208.68;**

3) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

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

5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

Continuation of Resolution _____

Pg. # 2

City Clerk File No. Res. 16.561

Agenda No. 10.Z.20

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH PABCO INDUSTRIES TO SUPPLY AND DELIVER BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance **Operating Account No. 16-01-201-28-375-209** for payment of the above resolution.

Requisition # 0175494

Purchase Order # 121835

Temp. Encumbrancy $ 50,000.00

July 26, 2016

APPROVED: Mark Redfield, DPW Director 7/28/16.

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AN OPEN-END CONTRACT WITH PABCO INDUSTRIES TO SUPPLY AND DELIVER BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Parks Director
Phone/email	201-547-4449	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 to:

- Provide beam clay baseball diamond mix
- For numerous ball fields
- $188.80 per ton

Cost (Identify all sources and amounts)

01-201-28-375-209 (Parks Operating Account)
Renewal Amount = $107,208.68
Temp. Encumbrancy =$5,000.00

Contract term (include all proposed renewals)

Final option to renew for an additional one year period (07/17/16 to 07/16/17).

Type of award Contract Renewal

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Silinda Dayrnal for HR 7/27/16.

Signature of Department Director **Date**

Signature of Purchasing Director **Date**

BID PROPOSAL/DOCUMENTS

BEAM CLAY BASEBALL DIAMOND MIX
DPW/DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract for a term of one year. The minimum and the maximum number of quantities for each item are as stated below.

Zero (0) is the minimum, Nine hundred (900) is the maximum. Materials is to be delivered to the Department of Public Works. Deliveries are to be in increments of 25 tons delivered to Public Works as needed.

The contract will be awarded based upon the grand total price for item one (1). If the Grand Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award

Item # 1. 900 - Tons @ $ 118.80 Per Ton for a Total Cost of $ 106,920.00
Price In Figures — Total Cost In Figures

Grand Total Bid Price for 900 Tons of Baseball Diamond Mix

One hundred and Six Thousand nine hundred and Twenty

Grand Total Bid Amount In Words

$ 106,920.00

(In Figures)

NOTE: This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

BID PROPOSAL/DOCUMENTS

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 contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half- percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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Databases, Tables & Calculators by Subject

SHARE ON: FONT SIZE:

Change Output Options: From: 2006 To: 2016 GO

☐ include graphs ☐ include annual averages

More Formatting Options

Data extracted on: July 26, 2016 (4:02:39 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA101SAG
Not Seasonally Adjusted
Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA
Item: Other goods and services
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	332.0	330.7	331.2	330.6	331.0	332.9	331.7	330.9	332.9	333.8	334.2	334.6	332.2	331.4	333.0
2007	334.348	333.093	332.024	335.498	335.804	336.216	337.091	336.267	338.816	338.974	338.981	340.127	336.437	334.497	338.376
2008	340.952	340.327	341.966	341.909	343.477	349.941	352.966	352.883	353.597	354.472	348.845	349.842	347.598	343.095	352.101
2009	350.251	349.370	354.342	359.362	360.425	360.942	361.314	362.008	361.853	366.539	369.386	369.117	360.409	355.782	365.036
2010	368.379	370.611	370.887	370.855	370.987	371.950	379.761	380.740	381.658	380.240	381.385	381.315	375.731	370.612	380.850
2011	379.799	380.199	380.788	381.455	381.133	382.191	382.953	383.657	384.235	385.998	387.114	387.276	383.066	380.928	385.206
2012	387.179	388.643	391.090	391.012	390.507	390.343	391.136	391.735	391.219	394.396	392.824	393.652	391.145	389.796	392.494
2013	393.129	393.712	393.790	394.581	394.279	392.649	393.961	395.702	395.923	398.320	396.020	395.774	394.820	393.690	395.950
2014	398.742	397.908	399.643	399.788	398.955	398.378	399.930	397.254	400.345	400.706	398.221	398.052	398.994	398.902	399.085
2015	402.181	399.661	400.869	400.334	403.847	404.141	404.439	404.239	405.528	406.409	408.579	407.622	403.987	401.839	406.136
2016	409.048	411.739	413.772	413.099	414.242	414.894								412.799	

12-Month Percent Change

Series Id: CUURA101SAG
Not Seasonally Adjusted
Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA
Item: Other goods and services
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	2.3	1.1	0.9	0.5	0.7	1.2	0.9	0.7	1.6	1.1	0.5	0.8	1.0	1.1	0.9
2007	0.7	0.7	0.2	1.5	1.5	1.0	1.6	1.6	1.8	1.6	1.4	1.7	1.3	0.9	1.6
2008	2.0	2.2	3.0	1.9	2.3	4.1	4.7	4.9	4.4	4.6	2.9	2.9	3.3	2.6	4.1
2009	2.7	2.7	3.6	5.1	4.9	3.1	2.4	2.6	2.3	3.4	5.9	5.5	3.7	3.7	3.7
2010	5.2	6.1	4.7	3.2	2.9	3.0	5.1	5.2	5.5	3.7	3.2	3.3	4.3	4.2	4.3
2011	3.1	2.6	2.7	2.9	2.7	2.8	0.8	0.8	0.7	1.5	1.5	1.6	2.0	2.8	1.1
2012	1.9	2.2	2.7	2.5	2.5	2.1	2.1	2.1	1.8	2.2	1.5	1.6	2.1	2.3	1.9
2013	1.5	1.3	0.7	0.9	1.0	0.6	0.7	1.0	1.2	1.0	0.8	0.5	0.9	1.0	0.9
2014	1.4	1.1	1.5	1.3	1.2	1.5	1.5	0.4	1.1	0.6	0.6	0.6	1.1	1.3	0.8
2015	0.9	0.4	0.3	0.1	1.2	1.4	1.1	1.8	1.3	1.4	2.6	2.4	1.3	0.7	1.8
2016	1.7	3.0	3.2	3.2	2.6	2.7								2.7	

·0027·

TOOLS
Areas at a Glance
Industries at a Glance

CALCULATORS
Inflation
Location Quotient

HELP
Help & Tutorials
FAQs

INFO
What's New
Careers @ BLS

RESOURCES
Inspector General (OIG)
Budget and Performance

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

City Clerk File No. Res. 15.533

Agenda No. 10.Z.7

Approved: JUL 15 2015

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH PABCO INDUSTRIES TO SUPPLY AND DELIVER BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 14.494 approved on July 16, 2014, awarded a one-year contract in the amount of $106.920.00 to **Pabco Industries** for beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Division of Park 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 **July 17, 2015 and ending on July 16, 2016**; and

WHEREAS, the total cost of the contract renewal is **$106,920.00**; and

WHEREAS, funds in the amount of $10,000.00 are available in the Division of Park Maintenance **Operating Account No. 15-01-201-28-375-209.**

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 **Pabco Industries** for beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;

2) The renewal contract is for a one-year period effective as of July 17, 2015, and the total cost of the contract shall not exceed **$106,920.00;**

3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget and in the subsequent fiscal year budget;

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

(Continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 15.533

Agenda No. 10.7.7 JUL 15 2015

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH PABCO INDUSTRIES TO SUPPLY AND DELIVER BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK 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. 15-01-201-28-375-209** for payment of the above resolution.

Requisition # 0170750

Purchase Order # 117682

Temp. Encumbrancy $ 10,000.00

June 17, 2015

APPROVED: Mark Redfield
Mark Redfield, DPW Director

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.15.15

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. 14.494

Agenda No. 10.Z.1

Approved: JUL 16 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PABCO INDUSTRIES TO SUPPLY AND DELIVER BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS MAINTENANCE

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on May 6, 2014 to Supply and Deliver Beam Clay Baseball Diamond Mix for the Department of Public Works/ Division of Park Maintenance ; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with the following minimum and maximum quantities specified:

		Minimum	Maximum
Item No. 1	Diamond Mix	0	900 Tons

WHEREAS, the lowest bidder Barbato Nursery withdrew his bid; and

WHEREAS, Pabco Industries submitted the next lowest bid on Item No. 1 with a unit cost of $118.80 per Ton; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Pabco Industries be fair and reasonable; and

WHEREAS, the sum of Ten Thousand ($10,000.00) Dollars is available in **Parks Operating Account No. 01-201-28-375-209**; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

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 Pabco Industries to Supply and Deliver Beam Clay Baseball Diamond Mix for the Department of Public Works/Division of Parks Maintenance;

2. This contract is awarded as a one-year (1) open-end contract on Item No. 1 with a unit cost of $118.80 per Ton;

3. The City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon;

4. The minimum quantity of Item No.1 Diamond Mix ordered under the contract shall be 0 cases and the maximum quantity shall be 900 Tons;

5. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

(continued on Page 2)

City Clerk File No. Res. 14.494

Agenda No. 10.Z.1 JUL 16 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PABCO INDUSTRIES TO SUPPLY AND DELIVER BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS MAINTENANCE

6. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

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

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

Department of Public Works/Division of Parks Maintenance

Acct #	P.O #		Amount
01-201-28-375-209	114047	Temp. Encumb.	$10,000.00
		TOTAL CONTRACT	$106,920.00

Approved by _____ 7/11/14
Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.16.14

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

BID PROPOSAL/DOCUMENTS

BEAM CLAY BASEBALL DIAMOND MIX
DPW/DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract for a term of one year. The minimum and the maximum number of quantities for each item are as stated below.

Zero (0) is the minimum, Nine hundred (900) is the maximum. Materials is to be delivered to the Department of Public Works. Deliveries are to be in increments of 25 tons delivered to Public Works as needed.

The contract will be awarded based upon the grand total price for item one (1). If the Grand Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award

Item # 1. 900 - Tons @ $ 118.80 Per Ton for a Total Cost of $ 106,920.00
Price In Figures **Total Cost In Figures**

Grand Total Bid Price for 900 Tons of Baseball Diamond Mix

One hundred and Six Thousand nine hundred and Twenty zero
Grand Total Bid Amount In Words

$ 106,920.00
(In Figures)

NOTE: **This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.**

PABCO INDUSTRIES, LLC
PLASTIC AT ITS BEST

ISSA MEMBER The Experts on Cleaning and Maintenance

166 FRELINGHUYSEN AVENUE, NEWARK, NEW JERSEY 07114-1694
973-242-2200 • 800-832-BAGS (2247) • FAX 973-242-1044

July 15, 2016

City of Jersey City
Department of Public Works
13-15 Linden Ave East
2nd Floor
Jersey City, NJ 07305
Attn: Elizabeth Harley

Subject: Renewal-Bean Clay Baseball Diamond Mix

Dear Ms. Harley,

This letter is to confirm that we confirm the renewal as per the terms of contract.

Sincerely,

TODD SHERMAN

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MARK REDFIELD
DIRECTOR

June 16, 2016

PABCO Industries, LLC
166 Frelinghuysen Avenue
Newark, NJ 07114
Attention: Todd or Linda

Subject: **Renewal Beam Clay Baseball Diamond Mix**

Dear Linda:

Your present contract for Beam Clay Baseball Diamond Mix for the City of Jersey City/ Division of Park Maintenance is due to **expire on July 16, 2016.** The provision of the contract allows the City to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumer Price Index publish by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until July 18, 2016, and at that time we will be contacting the Bureau of Labor Statistics for that number. **Please confirm this renewal and terms in writing A.S.A.P. Also attached are the EEO/Affirmative Action and Play to Play information forms which need to be filled out and return along with your conformation letter and Business Registration information.**

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via. email - elizabet@jcnj.org

Sincerely,

Cleveland Snow, Director
Division of Park Maintenance

CS/eh

C: **Mark Redfield, Director, Department of Public Works**
Silendra Baijnauth, Fiscal Officer, Department of Public Works
EEO/Affirmative Action Requirements and Play to Play forms
Mailed on June16, 2016 – Attention Todd or Linda

RECEIVED
JUN 17 2016

(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.

PaBCO

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

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): Todd Sherman, Bid agent

Representative's Signature:

Name of Company: Palco Industries, LLC

Tel. No.: 973-242-2200 Date: 7/1/20

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): Todd Sharma Bid agent

Representative's Signature:

Name of Company: Pabco Fencing, LLC

Tel. No.: 973-242-2222 Date: 7/11/16

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: Pabco Industries, LLC

Address: 166 Frelinghuysen Ave, Newark, NJ 07114

Telephone No.: 973-242-2200

Contact Name: Todd Skoman

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

X Woman Owned business (WBE)

____ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Pabro Industries, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 7/16/16 (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 Pabro Industries, 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: Pabro Industries, LLC

Signed _____ Title: Bid agent

Print Name Todd Sherman Date: 7/11/16

Subscribed and sworn before me
this 11th day of July, 2016.
My Commission expires:

ROSE TURNER
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES 12/08/2020
#2337919

Rose Turner

_____
(Affiant)

Todd Sherman - Bid agent
(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.

G:\WPDOCS\IRENE\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~~ Company

Name of Stock or Shareholder	Home Address
Linda Sherman - 51%	109 N. Ashby Ave Livingston, NJ 07039
Richard Sherman - 49%	109 N. Ashby Ave, Livingston, NJ 07039

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: Pabco Industries, LLC

Signed: _____ Title: Bid agent

Print Name: Todd Sherman Date: 7/1/16

Subscribed and sworn before me this 1st day of July, 2016.

My Commission expir

ROSE TURNER
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES 12/08/2020
#2337919

Rose Turner

_____ (Affiant)

Todd Sherman - Bid agent
(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:	Dabco Industries, llc		
Address:	166 Frelinghuysen Ave, Newark NJ 07114		
City:		State:	Zip:

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
	Todd Sherman	Bid agent

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 13205

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-DEC-2018 to 15-DEC-2020

PABCO INDUSTRIES, LLC
166 FRELINGHUYSEN AVE
NEWARK NJ 07114

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:
PABCO INDUSTRIES, L.L.C.

TRADE NAME:
PABCO INDUSTRIES

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
0099926

ADDRESS:
166 FRELINGHUYSEN AVE
NEWARK NJ 07114

ISSUANCE DATE:
12/03/02

EFFECTIVE DATE:
06/10/88

FORM-BRC(08-01)

Acting Director

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. 16.562

Agenda No. 10.Z.21

Approved:

TITLE:

RESOLUTION AUTHO[illegible] **EMENT TO KOOL & THE GANG F**[illegible] **, 2017 IN LIBERTY STATE PAR**[illegible] **S FESTIVAL**

WITHDRAWN

COUNCIL AS A WHOLE, [illegible] **OLLOWING RESOLUTION:**

WHEREAS, the Ci[illegible] ang to provide a musical performance of approximatel[illegible] e held at Liberty State Park; and

WHEREAS, pursua[illegible] ade services rendered in the performance of work that is c[illegible] of artistic endeavor; and

WHEREAS, these [illegible] public bidding under the Local Public Law, N.J.S.A 40A:11-1 et seq.; and

WHEREAS, these Kool & the Gang is qualified to perform these services directly and openly as a statutorily permitted contract amount not to exceed $15,000.00 and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the director of Cultural Affairs has determined and certified in writing that the value of the contract will exceed $15,000.00 and

WHEREAS, Kool & the Gang shall complete and submit a Business Entity Disclosure Certification which certifies that Kool & the Gang 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 Kool & the Gang from making any reportable contributions during the term of the contract; and

WHEREAS, Kool & the Gang shall submit a Chapter 271 Political Contribution Disclosure Certification at least 10 Days prior to the execution of this contract; and

WHEREAS, funds shall be available the calendar year 2017 temporary and permanent budgets; and

WHEREAS, Fifteen-Thousand Dollars ($15,000.00) dollars shall be available in 2017 for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A.40A:4-1 et seq. in Account No.01-201-30-412-312; and

WHEREAS, funds in the amount of $15,000.00 will be made available in Account No. 01-201-30-412-312 in 2017; and

WHEREAS, the resolutions 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) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreements with KOOL & THE GANG to secure a musical performance on the date of July 4, 2017, and

Continuation of Resolution _____

City Clerk File No. Res. 16.562

Agenda No. 10.Z.21

TITLE:

RESOLUTION AUTHORIZI NT TO KOOL & THE GANG FOR M .7 IN LIBERTY STATE PARK

WITHDRAWN

2) The total contract amount for the and Dollars ($15,000.00) dollars; and

3) A copy of this resolution shall be the City of Jersey City as is required by law within 10 days of i

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8.17.16

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			
HALLANAN				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 PROFESSIONAL SERVICE AGREEMENT TO KOOL & THE GANG FOR MUSICAL PERFORMANCE ON JULY 4, 2017 IN LIBERTY STATE PARK FOR THE 2017 FREEDOM & FIREWORKS FESTIVAL

Project Manager

Department/Division	Cultural Affairs	
Name/Title	Elizabeth Cain	Director
Phone/email	(201) 547-4303	ECain@jcnj.org

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

Contract Purpose

Cost (Identify all sources and amounts)

$15,000.00

Contract term (include all proposed renewals)

Type of award Professional Services Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8/9/16

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

City Clerk File No. Res. 16.563

Agenda No. 10.Z.22

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CHRISTIE ENGINEERING, PC IN CONNECTION WITH STRUCTURAL ENGINEERING SERVICES AND CONSTRUCTION ADMINISTRATION FOR THE CITY HALL - BASEMENT SLAB REPAIRS, PROJECT NO. 2014-030 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City at its August 20, 2014, meeting did authorize the award of a professional service agreement in the amount of $28,500.00 between the City of Jersey City (City) and Christie Engineering, PC to provide structural engineering and construction administration services in connection with the repairs to the basement slab at City Hall, 280 Grove Street, Jersey City, New Jersey (Res. 14.582); and

WHEREAS, the project was put on hold until a basement waterproofing study for FEMA was complete to avoid redundancy of work. The contract with Christie Engineering, PC has expired and the remaining funds under PO 114376 in the amount of $13,500.00 were dropped; and

WHEREAS, the City wishes to proceed with the repairs to the structural grade beam and slab at the south east corner in the basement which is settling due allegedly to lack of reinforcement; and

WHEREAS, it is in the best interest of the City to complete these repairs with the same consultant (structural engineer); and

WHEREAS, the Division of Architecture has solicited a proposal from Christie Engineering, PC to resume with the structural engineering and construction administration services under a new contract; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay to Play Law); and

WHEREAS, Christie Engineering, PC, 211 Somerville Road, Bedminster, New Jersey 07921 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated **August 2, 2016** to provide services for a sum not to exceed $13,500.00; and

WHEREAS, Christie Engineering, 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

WHEREAS, Christie Engineering, PC has completed and submitted a Business Entity Disclosure Certification which certified that Christie Engineering, PC 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 Christie Engineering, PC from making any reportable contributions during the term of the contract; and

WHEREAS, Christie Engineering, PC submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, these funds are available for this expenditure from Various City Building - Capital Account

04-215-55-927-990 P.O. No. 121922 $13,500.00

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.563

Agenda No. 10.Z.22

AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CHRISTIE ENGINEERING, PC IN CONNECTION WITH STRUCTURAL ENGINEERING SERVICES AND CONSTRUCTION ADMINISTRATION FOR THE CITY HALL - BASEMENT SLAB REPAIRS, PROJECT NO. 2014-030 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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.

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 Christie Engineering, PC for a lump sum fee not to exceed THIRTEEN THOUSAND-FIVE HUNDRED 00/100 DOLLARS ($13,500.00) 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 notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-927-990 for payment of the above Resolution. PO # 121922

August 2, 2016

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 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 CHRISTIE ENGINEERING, PC IN CONNECTION WITH STRUCTURAL ENGINEERING SERVICES AND CONSTRUCTION ADMINISTRATION FOR THE CITH HALL – BASEMENT SLAB REPAIRS, PROJECT NO. 2014-030 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture
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 Engineering Consultant is needed for Structural Engineering Services and Construction Administration services for the repairs to the south east corner of the basement at City Hall– 280 Grove Street, Jersey City.

Note: Resolution authorizing a professional services contract to Christie Engineering, PC was awarded via Resolution 14.582 and has now expired due to project conflicts and modifications to flood proofing issues with FEMA.

The project documents were completed and are currently on bidsync for public bid which are due August 25th. Consultant is needed to provide assistance during the questions/answer period and construction administration thereafter.

Cost (Identify all sources and amounts)

$13,500.00 (Sandy Damages Account)
04-215-55-927-990

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 engineering services to be included in this Contract will encompass the following disciplines:

1. Bid phase, questions and answers
2. Construction Administration and Submittal Review; and
3. Controlled Inspection Services

I certify that all the facts presented herein are accurate.

Joseph D. Jain
Signature of Division Director

8-05-16
Date

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | 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 : August 2, 2016

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

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

SUBJECT : City Hall - Basement Slab Repairs
Project No. 2014-030
Re: Christie Engineering, PC

Attached for your consideration is the Resolution authorizing the award of a contract to Christie Engineering, PC in connection the repairs to the basement structural grade beam and slab at the south east corner of City Hall, 280 Grove Street, Jersey City, New Jersey. Christie Engineering services will include the following:

1. Bid phase (questions and answers);
2. Construction Administration and Submittal Review; and
3. Controlled Inspection Services

Note: Resolution authorizing a professional services agreement with Christie Engineering for this project was approved via Res. 14.582 and has now expired due to project conflicts and modifications to flood proofing issues with FEMA the contract has now expired. The remaining funds were dropped and encumbered under a new PO.

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 2016, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **Christie Engineering, PC, 211 Somerville Road, Bedminster, New Jersey 07921** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Structural Engineering Consultant** in connection with **City Hall - Basement Slab Repairs, 280 Grove Street, Jersey City, New Jersey 07302.**

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **slab repairs at the south east corner of the basement at City Hall.**

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 **Structural Engineering** services in connection with **City Hall - Basement Slab Repairs.**

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Structural Engineering** services in accordance with the proposal prepared by the CONSULTANT dated **August 2, 2016.**

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 **August 2, 2016** with a total cost not to exceed **Thirteen Thousand Five Hundred ($13,500.00) 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. The Consultant 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 an additional insurance 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. Automotive 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.

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 **City Hall - Basement Slab Repairs, Project No. 2014-030.**

2. 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 $40,000.00, 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

Political Contributions Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to

any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVII

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XVIII

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 tpo 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.

ARTICLE XIX

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

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:

_____

CHRISTIE ENGINEERING, PC

BY:_____

APPROVED AS TO LEGAL FORM

_____
RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

_____
MATT HOGAN
Risk Manager

CHRISTIE ENGINEERING, P.C.
STRUCTURAL ENGINEERS

211 SOMERVILLE ROAD
BEDMINSTER, NJ 07921
(908) 470-1919 FAX: (908) 470-1949
www.christieengineering.com

August 2, 2016

Division of Architecture
13 Linden Avenue East
Jersey City, NJ 07305

Attention: Brian Weller, LLA, ASLA, Director

Subject: Proposal for Structural Engineering Services-Construction Administration Services
City Hall
Jersey City, NJ
Proposal PR-1673-1

Dear Mr. Weller:

In accordance with your Request For Proposal, we are pleased to submit our Engineering Fee Proposal for the subject project.

I. SCOPE OF PROJECT

A. The project consists of performing Construction Administration Services for the repair of the basement floor slab, hall slab and stair support near the rear at the southeast corner of the building. We previously prepared Construction Documents for the slab, hall and stair repairs as part of our recommendations for damage related Hurricane Sandy. We will include services related to bid phase, contractor selection and construction. We will also provide Controlled Inspection services for the work.

II. SCOPE OF SERVICES

A. Construction Phase

1. Review the submittals required by the Contract Documents, and approve or disapprove with comments, as appropriate, for general conformance with the information given and the design intent of the Contract Documents.

2. Review and comment on contractors' Change Orders

3. Services During Construction including review of shop drawings, contractor prepared mix designs, testing lab and inspection reports, and responding to Contractor's questions via telephone.

4. Provide assistance in administration of the Contract with regard to structural issues.

5. Review of final change orders as required and recommend best course of action.

6. Provide review of contractor payment applications prior to processing.

7. Provide controlled inspection services. (eight site visits)

III. ADDITIONAL SERVICES

Christie Engineering, P.C. will provide any of the following services, if requested, as an Additional Service, on a lump sum or hourly basis (see Attachment A).

A. Attendance at additional meetings and site visits beyond those specifically included in Section II.

B. Analysis and design of remedial measures for any work performed by contractor that does not conform to that shown on the construction documents.

C. Analysis and design of changes to the work initiated after substantial completion of the design or after final construction documents are issued.

D. Preparation of as-built drawings.

IV. FEES AND PAYMENTS

A. For the Scope of Services described above in Section II, the Engineering fee shall be a lump sum of as follows:

1. Bid Phase Services	**$ 1,500.00**
2. Construction Administration	**$12,000.00**
Total	**$ 13,500.00**

B. Attendance at construction meetings and site visits, including observation of the work beyond that specified herein shall be billed on an hourly basis in accordance with the attached rate schedule.

C. For the Additional Services described above in Section III, the Engineering fee shall be performed on a hourly basis in accordance with the attached Rate Schedule.

D. The Hourly Rates (Attachment A), and Terms and Conditions (Attachment B), are incorporated into and made part of this Agreement.

Thank you for requesting this proposal, and we look forward to working with you on this project. Please formally authorize the start of work by signing in the space provided and return one copy with an original signature to Christie Engineering, P.C. Should you have any questions, or wish to discuss any items in greater detail please feel free to call.

By signing this proposal, it will serve as the engineering services agreement ("Agreement") made between Christie Engineering, P.C. ("Christie Engineering") located at 211 Somerville Road, Bedminster, New Jersey 07921, and Division of Architecture ("Client") located at 13 Linden Avenue East, Jersey City, NJ 07305. Client agrees to retain Christie Engineering and Christie Engineering agrees to provide structural engineering services for the project (the "Project") as defined in this proposal.

Sincerely,

Christie Engineering, P.C.

This Agreement shall be effective on the date it is fully and finally executed by Christie Engineering or Client, whichever is later ("Effective Date").

CHRISTIE ENGINEERING	**CLIENT**
Signature	*Signature*
Jeffrey A. Bravstein	
Name	*Name*
Vice President	
Title	*Title*
August 2, 2016	
Date	*Date*

Attachment: Hourly Rate Schedule
Standard Terms and Conditions

ATTACHMENT A

HOURLY RATE STRUCTURE

TYPE OF PERSONNEL	HOURLY RATE
Principal Engineer	$ 210.00
Senior Structural Engineer	$ 150.00
Structural Engineer Level 2	$ 120.00
Drafter/Technician Level 2	$110.00
Structural Engineer Level 1	$ 100.00
Drafter / Technician Level 1	$ 90.00
Administration/Clerical	$45.00

NOTE: The foregoing represent the hourly rates for services as of the Effective Date of the Agreement. The rates in the Hourly Fee Structure are valid for one (1) year from the Effective Date, after which time Christie Engineering reserves the right to change the rates to reflect its then-current hourly fees/subject to change at any time with a thirty (30) day written notice to Owner.

ATTACHMENT B

1. **COMPENSATION AND PAYMENT PROCEDURE** Disbursements incurred by Christie Engineering, including but not limited to, plotting, printing, shipping, travel and other similar expenses are reimbursable to Christie Engineering and will be included in its invoices with the addition of a ten percent (10%) administrative fee. Christie Engineering shall submit monthly invoices based on work performed and expenses incurred. Owner shall submit payments promptly, but no later than thirty (30) days from the invoice date. Timely payment in full is a condition precedent to any duty of performance by Christie Engineering.
2. **CLIENT'S RESPONSIBILITIES**
   Christie Engineering shall be entitled to rely upon Client's disclosures and the work products of Client, consultants and contractors directly retained by Client. For the successful and expeditious completion of the Services, Client shall diligently collaborate with Christie Engineering and be responsive to any requests for information, approvals, invoices, payment requests, and all other communications.
3. **LICENSE GRANT**
   All work products prepared for the Project by Christie Engineering in any form (collectively, the "Work"), including but not limited to the drawings, specifications, drafts and all addenda, construction documents, and/or engineering reports, are instruments of the services of Christie Engineering. Christie Engineering is the author of the Work and retains all common law, statutory, and other reserved rights in the Work, including the copyright and rights to any patentable inventions.
   Christie Engineering hereby grants to Client a nonexclusive license to reproduce the Work, solely for use in the further design (to the extent authorized by Christie Engineering in writing), construction and maintenance of the Project. In return, Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold Christie Engineering harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of the use of the Work by Client if such use has not been explicitly approved in writing by Christie Engineering.
4. **TERM AND TERMINATION**
   Unless earlier terminated as provided herein, the term of this Agreement shall be a period of one (1) year from the Effective Date unless parties agree to an extension in writing. Client may terminate this Agreement at any time for any reason by providing at least thirty (30) days written notice to Christie Engineering. If either party materially breaches a provision of the Agreement then the other party may terminate this Agreement in a written notice of such breach, subject to a thirty (30) day cure period. If Client becomes insolvent, is dissolved, has a petition in bankruptcy or similar action filed by or against it, or is subject to any event materially affecting its operations under this Agreement, then Client shall promptly notify Christie Engineering in writing that such an event has occurred. Upon occurrence of such an event, Christie Engineering shall have the right to terminate this Agreement with a written notice, effective immediately upon receipt.
   All rights and obligations herein will terminate beyond any expiration or termination of this Agreement, except Christie Engineering's rights to receive any unpaid fees and expenses as of the effective date of such termination. Client agrees to pay such balance promptly upon of any expiration or termination.
5. **SCOPE OF RESPONSIBILITY AND LIABILITY**
   Christie Engineering shall perform Services in accordance with the local standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature for similar projects at the time Services are performed. Christie Engineering shall not be responsible for means and methods of construction, or any unsafe conditions, injuries or damages that may occur during the construction process. Client, their consultants, the contractor and subcontractors are expected to follow construction practices set in all applicable building codes and industry standards, to maintain a safe work environment and protect all affected persons and properties.
   Christie Engineering shall not be responsible for unauthorized changes to its design made by Client, contractor or any others; nor shall it be responsible for construction that does not conform to its drawings or the approved shop drawings. All requests for additional information or changes in design shall be submitted to Christie Engineering in writing. Where appropriate, Christie Engineering will issue design changes in the form of resubmission of drawings, SK drawings or letters, and such issued design changes shall be considered authorized only when signed and sealed by Christie Engineering.

If Christie Engineering agrees to make an inspection visit, it shall not be responsible for inspecting or reporting any other field condition or activity that is not directly related to the purpose of that visit. Client agrees to defend and hold Christie Engineering harmless from any claim, liability or cost (including reasonable attorney's fees) arising of any field condition or activity that is not directly related to the purpose of Christie Engineering's visit.

The obligations contained in this Agreement are sole warranty obligations and the exclusive remedy of Client in respect of the quality of the services. Christie Engineering makes no warranties which are not expressly set forth herein. Christie Engineering shall have no liability for any defects in the services attributable to its use of and/or reliance upon data, design criteria, drawings, specifications, reports or other information furnished by or on behalf of Client.

The parties agree that any liability or obligations under this agreement shall not include any special, punitive, indirect, incidental or consequential damages, even if a party has been made aware of the possibility of such damages. Christie engineering's total cumulative liability for those matters or claims that relate to its services under this agreement, regardless of the form of action, shall be limited to damages and/or payments which shall not exceed two million dollars ($2,000,000) in the aggregate.

6. **DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without regard to the conflicts of laws principles.

All disputes arising in connection with this Agreement shall be first submitted to mediation between the Parties in Morris County, New Jersey, in accordance with the then-applicable Construction Industry Mediation Rules of the American Arbitration Association. If no agreement is reached within thirty (30) days, such disputes shall be finally settled within sixty (60) days by binding arbitration in Morris County, New Jersey, in accordance with the then-applicable Construction Industry Arbitration Rules of the American Arbitration Association. Mediation and/or arbitration fees shall be divided between the parties equally. Judgment on any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorneys' fees.

7. **MISCELLANEOUS**

Each party shall be excused from the fulfillment of any obligation related to the Agreement, except for payment obligations, under the Agreement for so long as such fulfillment may be hindered or prevented by any circumstances of force majeure such as, but not limited to, war, riot, strike, lockout, labor unrest, fire, flood, other natural catastrophe, shortage of materials or transportation, national or local government regulations or any other circumstance outside its control. If such force majeure continues for more than ninety (90) days, then the other party may immediately terminate the Agreement.

If any term or provision of the Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

Neither party shall either hire or solicit for hire any employee of the other party; except nothing in this section shall prohibit either party from hiring an employee of the other party who responds to an advertisement of such other party, provided that the other party has not otherwise solicited such employee.

This Agreement represents the entire Agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, negotiations and agreements, whether written or oral. In the event that any provision of any request, change order, purchase order or receipt issued by Client is inconsistent with the provisions of this Agreement, then the terms and conditions of this Agreement shall prevail. No amendment to this Agreement shall be effective unless it is in writing, and is signed on behalf of Christie Engineering and Client by their duly authorized representatives.

(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): JEFFREY A. BRAUSTEIN, VICE PRESIDENT

Representative's Signature: [signature]

Name of Company: Christie Engineering, P.C.

Tel. No.: 908-470-1919 **Date:** 8-2-16

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): JEFFREY A. BRAYSTEIN, VICE PRESIDENT
Representative's Signature: [signature]
Name of Company: CHRISTINE ENGINEERING P.C.
Tel. No.: 908-470-1919 Date: 8-8-16

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: Christie Engineering, PC

Address: 211 Somerville Rd, Bedminster NJ 07921

Telephone No.: 908-470-1919

Contact Name: Jeffrey A. Bravstein

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

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:	Christie Engineering P.C.		
Address:	211 Somerville Rd.		
City: Bedminster	State: NJ	Zip: 07921	

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
	JEFFREY A. BRAVSTEW	VICE 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
NONE	—	—	$ —

☐ 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 CHRISTIE ENGINEERING, P.C. (name of business entity) has not made any reportable contributions in the **one-year period preceding AUGUST 3, 2016 (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 CHRISTIE ENGINEERING, 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: Christie Engineering, P.C.

Signed _____ Title: Vice President

Print Name Jeffrey A Bravstein Date: 8/2/16

Subscribed and sworn before me
this 2 day of Aug 2016. Cheryl M Mergott _____ (Affiant)
My Commission expires: Oct 18, 2018 JEFFREY BRAVSTEIN, VICE PRESIDENT
(Print name & title of affiant) (Corporate Seal)

CHERYL M MERGOTT
COMM. EXP.
NOTARY
PUBLIC
OCTOBER 18, 2018
NEW JERSEY

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

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

CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

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
RICHARD CHRISTIE	273 PLEASANT HILL ROAD, FLANDERS, NJ 07836
JEFFREY BRAVSTEIN	534 POTTERSVILLE ROAD, FAR HILLS NJ 07931

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: CHRISTIE ENGINEERING, P.C.

Signed: [signature] Title: Vice President

Print Name: Jeffrey A. Bravstein Date: 8/2/16

Subscribed and sworn before me this 2 day of Aug, 2016

Cheryl M. Mergott

My Commission expires: Oct 18, 2016

[signature] (Affiant)

JEFFREY BRAVSTEIN, VICE PRESIDENT

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

CHERYL M MERGOTT NOTARY PUBLIC NEW JERSEY COMM. EXP. OCTOBER 18, 2016

Certification 51104

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-JUL-2013 to 15-JUL-2020

CHRISTIE ENGINEERING, PC
211 SOMERVILLE ROAD
BEDMINSTER NJ 07921

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CHRISTIE ENGINEERING PC
Trade Name:	
Address:	211 SOMERVILLE RD BEDMINSTER, NJ 07921-1827
Certificate Number:	0729495
Effective Date:	March 03, 1999
Date of Issuance:	March 11, 2014

For Office Use Only:

20140311154157235

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

City Clerk File No. Res. 16.564

Agenda No. 10.Z.23

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH NORTHEAST AUTO AND TRUCK PARTS FOR MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS / AUTOMOTIVE DIVISION

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

WHEREAS, Resolution No. 16.194, approved on March 23, 2016, awarded a one-year state contract in the amount of $200,000.00 to **Northeast Auto and Truck Parts** for maintenance, parts and repairs for the City of Jersey City (City), Department of Public Works; and

WHEREAS, Northeast Auto and Truck Parts possesses State Contract number A85853; and

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

WHEREAS, Ordinance # 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works; and

WHEREAS, the JCIA ceased business operations at the close of business on April 1, 2016; and

WHEREAS, it is necessary to amend the City's contract with Northeast Auto and Truck Parts to provide maintenance, parts and repairs for the additional 180 vehicles added to the City's fleet from the merger; and

WHEREAS, Northeast Auto and Truck Parts agrees to provide these maintenance and parts for an amount not to exceed amount of $150,000.00; and funds are available in **Automotive Division Operating Account No. 01-201-26-315-210**; and

WHEREAS, this change order increases the total contract from $200,000.00 to $350,000.00;

(Continued on page # 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.564

Agenda No. 10.Z.23

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH NORTHEAST AUTO AND TRUCK PARTS FOR MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS / AUTOMOTIVE DIVISION

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

1. A change order in the amount of $150,000.00 is hereby approved increasing the total contract amount from $200,000.00 to $350,000.00; and

2. A notice of this change order shall be published in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer hereby certify that these funds are available in **Automotive Division Operating Account No. 01-201-26-315-210** for payment of this resolution.

PO # 120150

MR/sb
August 3, 2016

APPROVED: Mark Redfield, DPW Director

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH NORTHEAST AUTO AND TRUCK PARTS FOR MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS / AUTOMOTIVE DIVISION

Project Manager

Department/Division	DPW	Automotive Services
Name/Title	Hector Ortiz	DPW Asst. Director
Phone/email	201-547-4400	ortizh@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 increase a contract to provide maintenance, parts and repairs to the City's fleet of vehicles of over 1,600.
- It is necessary to amend the City's contract with Northeast Auto and Truck Parts to provide maintenance, parts and repairs for the additional 180 vehicles added to the City's fleet from the merger.
- The JCIA ceased business operations at the close of business on April 1, 2016.
- Ordinance # 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works.
- State Contract vendor.

Cost (Identify all sources and amounts)

01-201-26-315-210 (Automotive Operating Account)
Increased Amount = $150,000.00

Contract term (include all proposed renewals)

Contract is valid only through 12/31/16.

Type of award State Contract

If "Other Exception", enter type

Additional Information

State Contract # 85853

I certify that all the facts presented herein are accurate.

Mark Rodgers 8-3-16

Signature of Department Director **Date**

Signature of Purchasing Director **Date**

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

City Clerk File No. Res. 16.194

Agenda No. 10.Z.6

Approved: MAR 23 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, maintenance, parts and repairs are needed for the City of Jersey City's ("City") road maintenance equipment; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Northeast Auto & Truck Parts, 976 Broadway, Bayonne, New Jersey 07002 is in possession of State Contract A85853, will provide maintenance, parts and repairs; and

WHEREAS, funds are available for this contract in the **Operating Account;**

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	120150	A85853	$200,000.00	$20,000.00

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 contract is awarded to Northeast Auto & Truck Parts, for the maintenance, parts and repairs of road maintenance equipment.

2. The total contract amount is $200,000.00.

3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

4. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.

5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.194

Agenda No. 10.Z.6 MAR 23 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **Operating Account**.

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	120150	A85853	$200,000.00	$20,000.00

Approved by _____ February 24, 2016

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
2/24/16

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 3.23.16											
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 # 16-03-03

PROPOSED BY: COMMISSIONER HABIB

SECONDED BY: VICE CHAIRMAN HEJAZI

RESOLUTION OF THE JERSEY CITY INCINERATOR AUTHORITY BOARD OF COMMISSIONERS SETTING EFFECTIVE DATE FOR DISSOLUTION OF THE JERSEY CITY INCINERATOR AUTHORITY

WHEREAS, the Jersey City Incinerator Authority (the "JCIA") is a public body formed under the Incinerator or Environmental Services Authorities Law, N.J.S.A. 40:66A-1 et seq., and possesses the power and authority set forth therein; and

WHEREAS, on October 15, 2015, the City of Jersey City adopted an Ordinance to dissolve the JCIA and merge its functions into the City of Jersey City's Department of Public Works; and

WHEREAS, the JCIA and the City of Jersey City have been working together to ensure a seamless transition of services for both the residents of Jersey City and those JCIA employees who will be transferred to the City's Department of Public Works; and

WHEREAS, the City of Jersey City has now determined that the JCIA will be dissolved effective as of the close of business on April 1, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Jersey City Incinerator Authority Board of Commissioners that the Jersey City Incinerator Authority will hereby dissolve and cease all operations as of the close of business on April 1, 2016; and

BE IT FURTHER RESOLVED that the Chief Executive Officer is hereby authorized to execute any contract or other document necessary to effectuate this Resolution.

ROLL CALL VOTE:

COMMISSIONERS	AYE	NAY	ABSTAIN	ABSENT
MAUREEN HULINGS, Chair.	X			
ROGER HEJAZI, V. Chair.	X			
ALEXANDER A. HABIB	X			
KEVIN T. LYONS	X			
MICHAEL J. MALLOY				X
OSCAR L. VELEZ				X

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF RESOLUTION # 16-03-03 ADOPTED BY THE COMMISSIONERS OF THE JERSEY CITY INCINERATOR AUTHORITY AT A SPECIAL BOARD MEETING HELD ON MARCH 7, 2016.

3/8/16

RENEE ROSELLE **DATE**
Board Secretary

3/8/16

MAUREEN HULINGS **DATE**
Chairwoman

THE JERSEY CITY INCINERATOR AUTHORITY

JOHN D. MINELLA
CHIEF EXECUTIVE OFFICER

EDWARD J. FLORIO
GENERAL COUNSEL

HON. STEVEN M. FULOP
MAYOR

March 24, 2016

Via Regular & Certified Mail RRR

Re: DISSOLUTION OF JERSEY CITY INCINERATOR AUTHORITY ("JCIA")
CONTRACT CANCELLATION NOTICE

The Jersey City Incinerator Authority, with offices located at 13 Linden Ave., Jersey City, NJ 07305 (the "JCIA") will be formally dissolved as of April 1, 2016 (the "Dissolution Date"). As of the Dissolution Date, all JCIA operations will cease and JCIA business matters will be closed. Please find attached as Exhibit A, JCIA Resolution 16-03-03 memorializing the aforementioned matters.

We are reviewing any outstanding invoices and balances on your current account with us and we will proceed to pay you for any services rendered up to and including March 30, 2016. After that date, you are not entitled to compensation from the JCIA, and neither the JCIA nor the City of Jersey City (the "City") will bear any responsibility for services rendered without a new formal contract with the City.

Therefore, should you have any current outstanding balances with the JCIA kindly immediately contact the Division Accounts Payable at 201-432-4645 ext. 2654 or 2622 and also email or fax your billing documents.

Fax: **Attn: Accounts Payable**
201-432-9530

Email: **s.marcano@jciaonline.org**

Should you need further information feel free to contact Administrative Assistant to CEO, Crystal C. Fonseca, at ext. 2625.

Thank you for your services to the JCIA.

Sincerely,

John D. Minella
Chief Executive Officer

COMMISSIONERS
MAUREEN HULINGS, CHAIRWOMAN • ROGER HEJAZI, VICE CHAIRMAN
ALEXANDER A. HABIB • KEVIN T. LYONS • MICHAEL J. MALLOY • OSCAR L. VELEZ

Jersey City Municipal Services Complex
13 Linden Avenue East, Suite 300, Jersey City, New Jersey 07305-4726
TEL: (201) 432-4645 FAX: (201) 432-9530 jciaonline.org

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 NORTHEAST AUTO & TRUCK PARTS FOR THE MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4422	Ortizh@jcnj.org

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

Contract Purpose

- There exists a need for various automotive parts.
- The City's fleet is about 1,100 vehicles.
- Some of these parts are adjuster, bearings, cylinders, cable assembly, lining kit, various pumps, brake drums, calipers, belts, hoses, etc.
- State Contract vendor.

Cost (Identify all sources and amounts)

01-201-26-315-210 (Automotive Operating Account)
Contract Amount =$200,000.00
Temporary Encumbrancy =$20,000.00

Contract term (include all proposed renewals)

This contract is only valid through 12/31/16. It is a state contract.

Type of award State Contract

If "Other Exception", enter type

Additional Information

- State Contract # 85853

I certify that all the facts presented herein are accurate.

Signature of Department Director for HR — Date 02/25/16

Signature of Purchasing Director — Date 2/25/16

T-2188: PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT
REGION NORTH
STATE CONTRACT VENDORS NORTH REGION ONLY

BINDER MACHINERY	CAT 21	CAT 22	CAT 33	CAT 34	CAT 39	CAT 40	CAT 61	CAT 62
S. PLAINFIELD, NJ	Graders & Excavator	Repair	Rollers	Repair	Milling	Milling	Asphalt Maint	Repair
CATEGORY TYPE	Parts	Hourly Rate	Parts	Hourly Rate	Parts	Repairs P/HR	Parts	Hourly Rate
DISCOUNT	3%	$146.00	3%	$146.00	3%	$146.00	3%	$146.00
FOLEY, INC.	CAT 5	CAT 6	CAT 33			CAT 42	CAT 47	CAT 48
PISCATAWAY, NJ	Graders & Excavator	Repair	Rollers			Milling	Asphalt Maint	Repair
CATEGORY TYPE	Parts	Hourly Rate	Parts			Repairs P/HR	Parts	Hourly Rate
DISCOUNT	Net	$215.00	Net			$215.00	Net	$215.00
JESCO, INC.	CAT 19	CAT 20						
S. PLAINFIELD, NJ	Graders & Excavator	Repair						
CATEGORY TYPE	Parts	Hourly Rate						
DISCOUNT	2%	$145.00						
LAWSON PRODUCTS	CAT 21	CAT 187						
FAIRFIELD, NJ	Graders & Excavator	Pumping Equipment						
CATEGORY TYPE	Parts							
DISCOUNT	73.50%	54.40%						
NORTHEAST TRUCK PARTS	**CAT 22**	**CAT 34**	**CAT 42**	**CAT 62**	**CAT 82**	**CAT 102**	**Cat 150**	**CAT 188**
BAYONNE, NJ	**Graders & Excavator**	**Rollers**	**Milling**	**Asphalt Maint**	**Sweeper**	**Catch Basin Cleaners**	**Concrete**	**Pumps, motors, fittings,**
CATEGORY TYPE	**Repairs**	**Parts**	**Repairs P/HR**	**Repairs P/HR**	**Repairs**	**Repairs P/HR**	**Mixers P/HR**	**hoses, Repairs**
DISCOUNT	**$37.00**	**$40.00**	**$37.00**	**$40.00**	**$40.00**	**$39.00**	**$37.00**	**$37.00**

1. NORTHEAST' CONTRACT HAS DISCOUNTS ON ALL CATEGORIES FOR THE NORTH REGION
2. BAYONNE, NJ LOCATION

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: February 25, 2016

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

From: Silendra Baijnauth, Fiscal Officer

Subject: **2016 Budget Memo (State Contract for Automotive Parts)**

There exists a need for various automotive parts. Northeast possesses state contract (A85853). The total of this contract will not exceed $200,000.00. The Department of Public Works used this vendor in previous years and would like to continue because the vendor has been providing and supplying these parts in a timely fashion.

As the year progresses, and if the City needs more than $20,000.00 worth of automotive parts, additional funds are then encumbered through a change order under the authority of the contract award resolution.

CONTRACT FUNDING (2016)

- Expenditure is drawn down from Automotive Maintenance operating account, 01-201-26-315-210..
- Contract is utilizing object # 210.
- Line object 210 is budgeted for $800,000.00 in CY 2016 (various contracts).
- As of today (02/25/16), $136,479.50 is encumbered in object 210.
- Temporary budget amount for 210 is $172,392.00, ending balance is $35,912.50.
- DPW spent about $210,000.00 in 2015 for automotive parts.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

Governor Chris Christie • Lt.Governor Kim Guadagno

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State of New Jersey
Department of the Treasury
Division of Purchase and Property

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	N E AUTO & TRUCK PARTS LLC	85853
			TOP

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Vendor Name & Address:	N E AUTO & TRUCK PARTS LLC 976 BROADWAY BAYONNE, NJ 07002
Contact Person:	SEWPERSAUD RAMDAT
Contact Phone:	201-823-2128
Order Fax:	201-823-2635
Contract#:	85053
Expiration Date:	01/29/17
Terms:	4% 10 NET 30
Delivery:	4 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Revenue NJEGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1596066 FOR NORTHEAST AUTO & TRUCK PARTS LIMITED LIABILITY COMPANY IS VALID.

State of New Jersey
Department of the Treasury
Division of Purchase and Property

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	BINDER MACHINERY CO	85854
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	CHARLES A MICHEL	85852
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	DISCOUNT HYDRAULICS	85855
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	EAGLE EQUIPMENT INC	85862
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	FOLEY INCORPORATED	85846
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GILES & RANSOME INC	85847
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GOLDEN EQUIPMENT CO INC	85859
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GRANTURK EQUIPMENT CO INC	85858
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	JESCO INC	85848
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	LAWSON PRODUCTS INC	85850
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	N E AUTO & TRUCK PARTS LLC	85853
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	NEWARK BRUSH COMPANY	85860
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	NORCIA CORP	85864

Notice of Award
Term Contract(s)

T-2188
PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT

Vendor Information
By Vendor
By Item
RFP Documents
Email to VANCE BEQUER

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (8 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	T-2188
Contract #:	VARIOUS
Contract Period:	FROM: 01/30/14 TO: 01/29/17
Applicable To:	ALL STATE AGENCIES

Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23107
Bid Open Date:	08/23/13
CID #:	1041259
Commodity Code:	760-36
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:

VANCE BEQUER	PROCUREMENT SPECIALIST	609-943-4816
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	PUB DATE:	**08/15/14**

VENDOR INFORMATION

area Reg. N

Vendor Name & Address:	BINDER MACHINERY CO 2820 HAMILTON BLVD SO PLAINFIELD, NJ 07080
Contact Person:	BRENDAN BINDER
Contact Phone:	908-561-9000
Order Fax:	908-561-2844
Contract#:	85854
Expiration Date:	01/29/17
Terms:	NONE
Delivery:	5 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	

	CHARLES A MICHEL DBA C A M CO 1310 HAVANA AVE EGG HARBOR CTY, NJ 08215
Contact Person:	CHARLES A MICHEL
Contact Phone:	609-965-3677
Order Fax:	609-965-6119
Contract#:	85852
Expiration Date:	01/29/17
Terms:	NONE
Delivery:	15 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	DISCOUNT HYDRAULICS 210 ROUTE 47 SOUTH CAPE MAY CT HSE, NJ 08210
Contact Person:	JOE FULFORD
Contact Phone:	609-465-5344
Order Fax:	609-463-3531
Contract#:	85855
Expiration Date:	01/29/17
Terms:	2% 10 NET 30
Delivery:	14 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	EAGLE EQUIPMENT INC DBA PIERCE EQUIPMENT CO 3388 ROUE 22 WEST SOMERVILLE, NJ 08876 area
Contact Person:	BRETT GERARD
Contact Phone:	908-203-0999
Order Fax:	908-203-5211
Contract#:	85862
Expiration Date:	01/29/17
Terms:	NONE
Delivery:	5 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	FOLEY INCORPORATED 855 CENTENNIAL AVENUE PO BOX 1555 PISCATAWAY, NJ 08855-1555 area
Contact Person:	THOMAS WAGENBLAST

Delivery:	4 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Vendor Name & Address:	JESCO INC 118 ST NICHOLAS AVE SO PLAINFIELD, NJ 07080
Contact Person:	JONATHAN ROBUSTELLI
Contact Phone:	908-753-8080
Order Fax:	908-753-7853
Contract#:	85848
Expiration Date:	01/29/17
Terms:	NONE
Delivery:	15 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Vendor Name & Address:	LAWSON PRODUCTS INC 8770 W BYRN MAWR AVE STE 900 ATTN BILL DEPT CHICAGO, IL 60631-3515
Contact Person:	FRANK ZIEGLER
Contact Phone:	773-304-5055
Order Fax:	312-267-1734
Contract#:	85850
Expiration Date:	01/29/17
Terms:	1% 10 NET 30
Delivery:	2 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Vendor Name & Address:	N E AUTO & TRUCK PARTS LLC 976 BROADWAY BAYONNE, NJ 07002
Contact Person:	SEWPERSAUD RAMDAT
Contact Phone:	201-823-2128
Order Fax:	201-823-2635
Contract#:	85853
Expiration Date:	01/29/17
Terms:	4% 10 NET 30
Delivery:	4 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

Contract#:	85856
Expiration Date:	01/29/17
Terms:	NONE
Delivery:	15 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	W E TIMMERMAN CO INC PO BOX 71 RTE 22 WHITEHOUSE, NJ 08888
Contact Person:	EDWARD K.BIXBY
Contact Phone:	908-534-4126
Order Fax:	908-534-2320
Contract#:	85857
Expiration Date:	01/29/17
Terms:	NONE
Delivery:	45 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: BINDER MACHINERY CO **Contract Number:** 85854

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11). REGION SERVED: NORTH	1.000	LOT	3.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY A NON-OEM DEALER (GROUP 12) REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	$146.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00033	COMM CODE: 105-60-063212 [BEARINGS (SEE CLASS 060	1.000	LOT	3.00%	N/A

	FOR WHEEL...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) NON-OEM PARTS (GROUP 18) BRAND: HAMM REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON-OEM DEALER (GROUP 19) REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	$146.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 765-66-085666 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: MILLING (CATEGORY 3) WIRTGEN BRAND OEM PARTS (GROUP 22) REGION SERVED: STATEWIDE	1.000	LOT	3.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00040	COMM CODE: 913-71-085667 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MILLING (CATEGORY 3) WIRTGEN BRAND OEM REPAIRS (GROUP 22) REGION SERVED: STATEWIDE	1.000	HRATE	N/A	$146.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00061	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35) BRAND: VOGELE REGION SERVED: NORTH	1.000	LOT	3.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...]	1.000	HRATE	N/A	$146.00000

	NON-OEM REPAIR. DELIVERY: 14 DAYS ARO				

Vendor: EAGLE EQUIPMENT INC DBA PIERCE EQUIPMENT CO		Contract Number: 85862			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00097	COMM CODE: 210-07-063059 [CONCRETE AND METAL PRODUCTS, CULVERTS,...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) VACCON BRAND OEM PARTS (GROUP 56) REGION SERVED: STATEWIDE	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00098	COMM CODE: 913-71-063148 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) VACCON BRAND OEM REPAIRS (GROUP 56) REGION SERVED: STATEWIDE	1.000	HRATE	N/A	$109.00000

Vendor: FOLEY INCORPORATED		Contract Number: 85846			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 760-36-063002 [ROAD AND HIGHWAY EQUIPMENT: EARTH...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM PARTS (GROUP 3) REGION SERVED: NORTH & CENTRAL	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 913-71-063110 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM REPAIRS (GROUP 3) REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	$215.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00033	COMM CODE: 105-60-063212 [BEARINGS (SEE CLASS 060 FOR WHEEL...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) NON-OEM PARTS (GROUP 18) BRAND: CATERPILLAR REGION SERVED: NORTH	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00041	COMM CODE: 765-66-063216 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: MILLING (CATEGORY 3) NON-OEM PARTS (GROUP 23) BRANDS: CATERPILLAR OR BARBER GREENE REGION SERVED: NORTH & CENTRAL IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - CATERPILLAR OR BARBER GREENE - ON THE PURCHASE ORDER.	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON-OEM DEALER (GROUP 24) REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	$215.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00047	COMM CODE: 765-66-063017 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) BARBER GREENE BRAND OEM PARTS (GROUP 28) REGION SERVED: NORTH & CENTRAL	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00048	COMM CODE: 913-71-063125 [CONSTRUCTION SERVICES,	1.000	HRATE	N/A	$215.00000

	HEAVY...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) BARBER GREENE BRAND OEM REPAIRS (GROUP 28) REGION SERVED: NORTH & CENTRAL				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00061	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35) BRAND: CATERPILLAR REGION SERVED: NORTH	1.000	LOT	NET	N/A

Vendor: GILES & RANSOME INC		Contract Number: 85847			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 760-36-063002 [ROAD AND HIGHWAY EQUIPMENT: EARTH...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM PARTS (GROUP 3) REGION SERVED: SOUTH & OCEAN CO.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 913-71-063110 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM REPAIRS (GROUP 3) REGION SERVED: SOUTH & OCEAN CO.	1.000	HRATE	N/A	$202.00000

Vendor: GOLDEN EQUIPMENT CO INC		Contract Number: 85859			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00079	COMM CODE: 765-75-063237 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) TYMCO BRAND OEM PARTS (GROUP 45)	1.000	LOT	NET	N/A

Jesco 85848

		EST QUANTITY		% DISCOUNT	
00019	COMM CODE: 760-36-085653 [ROAD AND HIGHWAY EQUIPMENT: EARTH...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) JOHN DEERE BRAND OEM PARTS (GROUP 10) REGION SERVED: STATEWIDE	1.000	LOT	2.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00020	COMM CODE: 913-71-085654 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) JOHN DEERE BRAND OEM REPAIRS (GROUP 10) REGION SERVED: STATEWIDE	1.000	HRATE	N/A	$145.00000

Vendor: LAWSON PRODUCTS INC **Contract Number:** 85850

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11). BRAND: LAWSON PRODUCTS REGION SERVED: STATEWIDE	1.000	LOT	73.50%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00141	COMM CODE: 065-05-063271 [AUTOMOTIVE AND TRAILER BODIES, BODY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) NON-OEM PARTS (GROUP 79) BRAND: LAWSON PRODUCTS REGION SERVED: STATEWIDE	1.000	LOT	73.50%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00187	COMM CODE: 720-36-063282 [PUMPING EQUIPMENT AND ACCESSORIES] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) NON-OEM PARTS (GROUP 104)	1.000	LOT	54.40%	N/A

	BRAND: LAWSON PRODUCTS REGION SERVED: STATEWIDE				

Vendor: N E AUTO & TRUCK PARTS LLC		Contract Number: 85853			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY A NON-OEM DEALER (GROUP 12) REGION SERVED: NORTH	1.000	HRATE	N/A	$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON-OEM DEALER (GROUP 19) REGION SERVED: NORTH	1.000	HRATE	N/A	$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON-OEM DEALER (GROUP 24) REGION SERVED: NORTH	1.000	HRATE	N/A	$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 913-71-063219 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) CORE DRILL REPAIRS BY A NON-OEM DEALER (GROUP 27) REGION SERVED: NORTH	1.000	HRATE	N/A	$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...]	1.000	HRATE	N/A	$40.00000

	ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) ASPHALT MAINTENANCE REPAIRS BY A NON-OEM DEALER (GROUP 36) REGION SERVED: NORTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 913-71-063239 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) SWEEPER REPAIRS BY A NON-OEM DEALER (GROUP 47) REGION SERVED: NORTH	1.000	HRATE	N/A	$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00086	COMM CODE: 913-71-063241 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) BEACH CLEANER/LITTER RETRIEVER REPAIRS BY A NON-OEM DEALER (GROUP 50) REGION SERVED: NORTH	1.000	HRATE	N/A	$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00102	COMM CODE: 913-71-063272 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59) REGION SERVED: NORTH	1.000	HRATE	N/A	$39.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00142	COMM CODE: 913-71-064165 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) AERIAL/CRANE EQUIPMENT REPAIRS BY A NON-OEM DEALER (GROUP 80)	1.000	HRATE	N/A	$38.00000

	REGION SERVED: NORTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00150	COMM CODE: 913-71-063274 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) CONCRETE MIXER REPAIRS BY A NON-OEM DEALER (GROUP 85) REGION SERVED: NORTH	1.000	HRATE	N/A	$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00188	COMM CODE: 913-71-063283 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) HYDRAULIC PUMP, MOTOR, FITTING & HOSE REPAIRS BY A NON-OEM DEALER (GROUP 105) REGION SERVED: NORTH	1.000	HRATE	N/A	$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00205	COMM CODE: 913-71-086722 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: NET PRICE LINE FOR PARTS INSTALLED BY A NON-OEM DEALER IN A REPAIR PRE- AUTHORIZED BY A USING AGENCY. THIS PRICE LINE IS TO BE USED FOR ALL TWELVES CATEGORIES OF EQUIPMENT. IMPORTANT NOTE: 1. THIS PRICE LINE SHALL NOT BE USED FOR PARTS ONLY PURCHASES. 2. IF A NON-OEM REPAIRS CONTRACTOR ALSO HOLDS THE CONTRACT FOR NON-OEM PARTS IN A CATEGORY THEN THE USING AGENCY MUST USE THE PRICE LINE THAT PROVIDES THE BEST PRICING FOR PARTS INSTALLED IN A NON-OEM REPAIR.	1.000	EACH	NET	N/A

	DELIVERY: 4 DAYS ARO				

Vendor: NEWARK BRUSH COMPANY **Contract Number:** 85860

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46) BRAND: NEWARK BRUSH CO. REGION SERVED: NORTH	1.000	LOT	5.00%	N/A

Stop

Vendor: NORCIA CORP **Contract Number:** 85864

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00155	COMM CODE: 720-36-063075 [PUMPING EQUIPMENT AND ACCESSORIES] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) COMMERCIAL-INTERTECH BRAND OEM PARTS (GROUP 88) REGION SERVED: STATEWIDE	1.000	LOT	12.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00156	COMM CODE: 913-71-068188 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) COMMERCIAL-INTERTECH BRAND OEM REPAIRS (GROUP 88) REGION SERVED: STATEWIDE	1.000	HRATE	N/A	$45.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00165	COMM CODE: 720-36-063080 [PUMPING EQUIPMENT AND ACCESSORIES] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) GRESEN-DANA BRAND OEM PARTS (GROUP 93) REGION SERVED: STATEWIDE	1.000	LOT	12.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**		**UNIT**		**UNIT PRICE**

		EST QUANTITY		% DISCOUNT	
00166	COMM CODE: 913-71-063193 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) GRESEN-DANA BRAND OEM REPAIRS (GROUP 93) REGION SERVED: STATEWIDE	1.000	HRATE	N/A	$45.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00167	COMM CODE: 720-36-063081 [PUMPING EQUIPMENT AND ACCESSORIES] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) MONARCH BRAND OEM PARTS (GROUP 94) REGION SERVED: STATEWIDE	1.000	LOT	7.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00168	COMM CODE: 913-71-063194 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) MONARCH BRAND OEM REPAIRS (GROUP 94) REGION SERVED: STATEWIDE	1.000	HRATE	N/A	$45.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00169	COMM CODE: 720-36-063082 [PUMPING EQUIPMENT AND ACCESSORIES] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) MUNCIE BRAND OEM PARTS (GROUP 95) REGION SERVED: STATEWIDE	1.000	LOT	10.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00170	COMM CODE: 913-71-063195 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION:	1.000	HRATE	N/A	$45.00000

	HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) MUNCIE BRAND OEM REPAIRS (GROUP 95) REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00183	COMM CODE: 460-45-063041 [HOSE, ACCESSORIES, AND SUPPLIES:...] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) WEATHERHEAD BRAND OEM PARTS (GROUP 102) REGION SERVED: STATEWIDE	1.000	LOT	35.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00184	COMM CODE: 913-71-063158 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) WEATHERHEAD BRAND OEM REPAIR (GROUP 102) REGION SERVED: STATEWIDE	1.000	HRATE	N/A	$45.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00187	COMM CODE: 720-36-063282 [PUMPING EQUIPMENT AND ACCESSORIES] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) NON-OEM PARTS (GROUP 104) BRAND: BUYERS PRODUCTS REGION SERVED: NORTH	1.000	LOT	15.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00188	COMM CODE: 913-71-063283 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) HYDRAULIC PUMP, MOTOR, FITTING & HOSE REPAIRS BY A NON-OEM DEALER (GROUP 105)	1.000	HRATE	N/A	$45.00000

	REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00205	COMM CODE: 913-71-086724 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: NET PRICE LINE FOR PARTS INSTALLED BY A NON-OEM DEALER IN A REPAIR PRE-AUTHORIZED BY A USING AGENCY. THIS PRICE LINE IS TO BE USED FOR ALL TWELVES CATEGORIES OF EQUIPMENT. IMPORTANT NOTE: 1. THIS PRICE LINE SHALL NOT BE USED FOR PARTS ONLY PURCHASES. 2. IF A NON-OEM REPAIRS CONTRACTOR ALSO HOLDS THE CONTRACT FOR NON-OEM PARTS IN A CATEGORY THEN THE USING AGENCY MUST USE THE PRICE LINE THAT PROVIDES THE BEST PRICING FOR PARTS INSTALLED IN A NON-OEM REPAIR. DELIVERY: 15 DAYS ARO	1.000	EACH	NET	N/A

Vendor: OLD DOMINION BRUSH CO **Contract Number:** 85861

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46) BRAND: OLD DOMINION BRUSH REGION SERVED: STATEWIDE	1.000	LOT	44.50%	N/A

Vendor: ORCHARDS HYDRAULIC SERVICE INC **Contract Number:** 85851

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11).	1.000	LOT	65.00%	N/A

	BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY A NON-OEM DEALER (GROUP 12) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 105-60-063212 [BEARINGS (SEE CLASS 060 FOR WHEEL...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) NON-OEM PARTS (GROUP 18) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON-OEM DEALER (GROUP 19) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 765-66-063216 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: MILLING (CATEGORY 3) NON-OEM PARTS (GROUP 23) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON-OEM DEALER (GROUP 24) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	COMM CODE: 765-08-063218 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) NON-OEM PARTS (GROUP 26) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 913-71-063219 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) CORE DRILL REPAIRS BY A NON-OEM DEALER (GROUP 27) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00061	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION:	1.000	HRATE	N/A	$60.00000

	ASPHALT MAINTENANCE (CATEGORY 5) ASPHALT MAINTENANCE REPAIRS BY A NON-OEM DEALER (GROUP 36) REGION SERVED: CENTRAL & SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 913-71-063239 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) SWEEPER REPAIRS BY A NON-OEM DEALER (GROUP 47) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00085	COMM CODE: 755-30-063240 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) NON-OEM PARTS (GROUP 49) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00086	COMM CODE: 913-71-063241 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) BEACH CLEANER/LITTER RETRIEVER REPAIRS BY A NON-OEM DEALER (GROUP 50)	1.000	HRATE	N/A	$60.00000

	REGION SERVED: CENTRAL & SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00101	COMM CODE: 210-07-063257 [CONCRETE AND METAL PRODUCTS, CULVERTS,...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) NON-OEM PARTS (GROUP 58) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00102	COMM CODE: 913-71-063272 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00141	COMM CODE: 065-05-063271 [AUTOMOTIVE AND TRAILER BODIES, BODY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) NON-OEM PARTS (GROUP 79) BRAND: WEATHERHEAD OR SYNFLEX REGION SERVED: CENTRAL & SOUTH IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - WEATHERHEAD OR SYNFLEX - ON THE PURCHASE ORDER.	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00142	COMM CODE: 913-71-064165 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9)	1.000	HRATE	N/A	$60.00000

	AERIAL/CRANE EQUIPMENT REPAIRS BY A NON-OEM DEALER (GROUP 80) REGION SERVED: CENTRAL & SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00149	COMM CODE: 755-80-063273 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) NON-OEM PARTS (GROUP 84) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00150	COMM CODE: 913-71-063274 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) CONCRETE MIXER REPAIRS BY A NON-OEM DEALER (GROUP 85) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00187	COMM CODE: 720-36-063282 [PUMPING EQUIPMENT AND ACCESSORIES] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) NON-OEM PARTS (GROUP 104) BRAND: WEATHERHEAD OR SYNFLEX REGION SERVED: CENTRAL & SOUTH IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - WEATHERHEAD OR SYNFLEX - ON THE PURCHASE ORDER.	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00188	COMM CODE: 913-71-063283 [CONSTRUCTION SERVICES, HEAVY...]	1.000	HRATE	N/A	$60.00000

	ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) HYDRAULIC PUMP, MOTOR, FITTING & HOSE REPAIRS BY A NON-OEM DEALER (GROUP 105) REGION SERVED: CENTRAL & SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00203	COMM CODE: 065-88-063284 [AUTOMOTIVE AND TRAILER BODIES, BODY...] ITEM DESCRIPTION: TRAILER MOUNTED ARROWBOARDS & VARIABLE MESSAGE BOARDS (CATEGORY 12) NON-OEM PARTS (GROUP 113) BRAND: WEATHERHEAD DELIVERY: 14 DAYS ARO REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00204	COMM CODE: 913-71-063285 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TRAILER MOUNTED ARROWBOARDS & VARIABLE MESSAGE BOARDS (CATEGORY 12) TRAILER MOUNTED ARROWBOARD & VARIABLE MESSAGE BOARD REPAIRS BY A NON-OEM DEALER (GROUP 114) DELIVERY: 14 DAYS ARO REGION SERVED: CENTRAL & SOUTH	1.000	LOT	N/A	$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00207	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35) BRAND: BUYER'S PRODUCTS DELIVERY: 14 DAYS ARO REGION SERVED: CENTRAL & SOUTH	1.000	LOT	5.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00208	COMM CODE: 755-80-063273 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) NON-OEM PARTS (GROUP 84) BRAND: MUNCIE DELIVERY: 14 DAYS ARO REGION SERVED: CENTRAL & SOUTH	1.000	LOT	5.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00209	COMM CODE: 065-88-063284 [AUTOMOTIVE AND TRAILER BODIES, BODY...] ITEM DESCRIPTION: TRAILER MOUNTED ARROWBOARDS & VARIABLE MESSAGE BOARDS (CATEGORY 12) NON-OEM PARTS (GROUP 113) BRAND: BUYER'S PRODUCTS OR DELIVERY: 14 DAYS ARO NATIONAL LIFT PARTS REGION SERVED: CENTRAL & SOUTH IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - BUYER'S PRODUCTS OR NATIONAL LIFT PARTS - ON THE PURCHASE ORDER.	1.000	LOT	5.00%	N/A

Vendor: STEELFAB DIV OF PETER GARAFANO & SON INC **Contract Number:** 85863

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00102	COMM CODE: 913-71-063272 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59) REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	$95.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00142	COMM CODE: 913-71-064165 [CONSTRUCTION SERVICES, HEAVY...]	1.000	HRATE	N/A	$95.00000

	ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) AERIAL/CRANE EQUIPMENT REPAIRS BY A NON-OEM DEALER (GROUP 80) REGION SERVED: NORTH & CENTRAL				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00205	COMM CODE: 913-71-086724 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: NET PRICE LINE FOR PARTS INSTALLED BY A NON-OEM DEALER IN A REPAIR PRE- AUTHORIZED BY A USING AGENCY. THIS PRICE LINE IS TO BE USED FOR ALL TWELVES CATEGORIES OF EQUIPMENT. IMPORTANT NOTE: 1. THIS PRICE LINE SHALL NOT BE USED FOR PARTS ONLY PURCHASES. 2. IF A NON-OEM REPAIRS CONTRACTOR ALSO HOLDS THE CONTRACT FOR NON-OEM PARTS IN A CATEGORY THEN THE USING AGENCY MUST USE THE PRICE LINE THAT PROVIDES THE BEST PRICING FOR PARTS INSTALLED IN A NON-OEM REPAIR.	1.000	EACH	NET	N/A

Vendor: TRANSAXLE LLC		Contract Number: 85849			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11) BRAND: PERMCO OR MUNCIE REGION SERVED: STATEWIDE IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - PERMCO OR MUNCIE - ON THE PURCHASE ORDER.	1.000	LOT	33.00%	N/A

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

City Clerk File No. Res. 16.565

Agenda No. 10.Z.24

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH CLAIMS RESOLUTION CORPORATION, INC. TO ACT AS A THIRD PARTY ADMINISTRATOR FOR WORKER'S COMPENSATION AND LIABILITY CLAIMS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) must provide claims administration services in response to worker's compensation and liability claims; and

WHEREAS, these services are insurance services and the City may enter into a contract for insurance services as Extraordinary Unspecifiable Services (EUS) pursuant to N.J.S.A. 40A:11-5(1)(m); and

WHEREAS, the City Risk Manager, Matthew Hogan, has certified that these services qualify as extraordinary, unspecifiable services 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 State Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et.seq.; and

WHEREAS, the City publicly advertised a Request for Proposals (RFP) using the fair and open process as described under the State Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, on July 28, 2016, the City received two (2) proposals in response to the RFP; and

WHEREAS, the Jersey City Insurance Fund Commission (IFC) recommended the award of this contract to Claims Resolution Corporation, Inc. (CRC), 701 Somerset Lane, Galloway, NJ whom they unanimously agreed submitted the most beneficial proposal for these services; and

WHEREAS, CRC agrees to provide these services for a fee of one hundred ninety-three thousand five hundred dollars ($193,500.00) in twelve (12) equal monthly installments of sixteen thousand one hundred twenty-five dollars ($16,125.00) for third party administration of worker's compensation and liability claims; and

WHEREAS, for a given matter, CRC shall submit required reports including open and approved payables, loss runs and a monthly invoice setting forth its time and services performed; and

WHEREAS, CRC 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 to be provided by the City's Insurance Fund Commission to pay for these services; and

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

WHEREAS, funds are available for the cost of these services in **Account No.:** 16-298-56-000-856.

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

1. Subject to such modifications as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the

attached contract with Claims Resolution Corporation, Inc. to provide claims administration services;

2. The term of the contract is one year contract effective as of September 1, 2016, and the total amount of the contract shall not exceed $193,500.00 with a City option for two (2) additional one (1) year terms;

3. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service" (EUS) in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto;

4. 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.;

5. Notice of this contract award shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award;

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. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection.

I, Matthew Hogan, Risk Manager, hereby certify that funds in the amount of $193,500.00 are available in Account No. 16-298-56-000-856.

MATT HOGAN, RISK MGR.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0 8.17.16

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	✓		
HALLANAN	✓			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 EXTRAORDINARY AND UNSPECIFIABLE SERVICES AGREEMENT WITH CLAIMS RESOLUTION CORPORATION, INC. (CRC) TO ACT AS A THIRD PARTY ADMINISTRATOR FOR WORKER'S COMPENSATION AND LIABILITY CLAIMS FOR THE CITY OF JERSEY CITY.

Project Manager

Department/Division	Administration	Office of 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

Third party claims administration of all claims against the City including Worker's Compensation and all liability claims.

Cost (Identify all sources and amounts)

$193,500.00
Twelve equal monthly installments of $16,125.00
Risk Management: 16-14-298-56-000-856

Contract term (include all proposed renewals)

One (1) year effective from September 1, 2016 to August 31, 2017 with City option for 2 additional years.

Type of award Fair & Open

If "Other Exception", enter type Extraordinary and Unspecifiable Services

Additional Information

Two (2) proposals were submitted on 7/28/16 and reviewed by the Insurance Fund Commission (IFC) and the Risk Manager. The IFC unanimously recommended award of the contract to Claims Resolution Corporation, Inc. (CRC). The IFC agreed awarding the contract to CRC is in the best interest of the City.

CRC is the current contract holder, has provided satisfactory service and was the lowest bidder. Additionally CRC has been successfully providing these services for the County of Hudson and the Jersey City Board of Education. CRC will provide these services from its 701 Somerstown Lane, Galloway, NJ office.

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 shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

I certify that all the facts presented herein are accurate.

Signature of Division Director **Date**

Signature of Department Director **Date**

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO CLAIMS RESOLUTION CORPORATION, INC. AS EXTRAORDINARY, UNSPECIFIABLE SERVICES

DATE: August 5, 2016

TO: Municipal Council

FROM: Matthew Hogan, Risk Manager

SUBJECT: Contract for the hiring of a Third Party Administrator (TPA) to provide professional insurance services for worker's compensation and liability claims.

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Claims Resolution Corporation, Inc.
Cost: Not to exceed $193,500.00
Period: One (1) Year with City option for 2 additional years.

Purpose: Administration of worker's compensation claims to assist the City with managing care and returning employees back to work sooner. Handling of liability claims to assist Law Department with investigation and reporting to excess insurance carriers. Reviewing existing claims to update reserves, close stale claims and to reduce the overall number of open claims and save money on future insurance premiums.

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. Provide a clear description of the work to be done.

   Over the past four (4) years the City averaged 308 worker's compensation and 155 liability claims per year.

   At inception of the contract the TPA will receive all new incoming claims. TPA will document, investigate and set reserves, verify invoices and re-price as necessary, process payments and download and maintain all required reports.

   TPA will then commence handling all claims as of September 1, 2016. Currently there are 373 worker's compensation and 180 liability claims open or reopened. There are over 14,000 worker's compensation and, 2,000 liability closed claims in the City's system.

2. Describe in detail why the contract meets the provisions of the statute and rules:

A firm performing these services requires vast and varied experience working with NJ State Division of Worker's Compensation rules and regulations, insurance billing codes and re-pricing networks, managed medical care providers, medical providers and attorneys.

A firm performing these services will require specialized software for file handling and documentation of the various medical, legal reports as well creating and tracking of payments, checks, lost time and temporary disability payments, excess insurance carrier loss runs and other reports required from time-to-time.

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:

   Based upon varied work experience that a firm needs to be able to perform these services, they cannot be reasonably described by written specifications.

4. Describe the informal solicitation of quotations:

   Purchasing advertised and issued the RFP on July 6, 2016. Purchasing received two (2) proposals on the July 28, 2015 deadline. Proposals were distributed to and reviewed by the Jersey City Insurance Fund Commission (IFC). The IFC unanimously recommended awarding TPA contract to CRC.

- Claims Resolution Corporation, Inc., 701 Somerset Lane, Galloway, NJ 08205 - $193,500.
- Inservco Insurance Services, Inc., 2 North Second Street, Harrisburg, PA 17101 - $365,850.

5. I have reviewed the rules of the division of local government services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as Extraordinary, Unspecifiable Services in accordance with the requirements thereof.

Respectfully,

_____

Matthew Hogan, Risk Manager

AGREEMENT

AGREEMENT made this_____day of_____, 2016 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Claims Resolution Corporation, Inc., 701 Somerset Lane, Galloway, New Jersey 08205 (hereinafter referred to as "Consultant").

WHEREAS, the City of Jersey City (City) must provide claims administration services in response to worker's compensation and liability claims; and

WHEREAS, these services are insurance services and the City may enter into a contract for insurance services as Extraordinary Unspecifiable Services (EUS) pursuant to N.J.S.A. 40A:11-5(1)(m); and

WHEREAS, the City publicly advertised a Request for Proposals (RFP) using the fair and open process as described under the State Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, on July 28, 2016, the City received two (2) proposals in response to the RFP; and

WHEREAS, the Jersey City Insurance Fund Commission (IFC) recommended the award of this contract to Consultant who it determined submitted the most beneficial proposal for these services; and

WHEREAS, Consultant agrees to provide these services for a fee of one hundred ninety-three thousand five hundred dollars ($193,500.00) in twelve (12) equal monthly installments of sixteen thousand one hundred twenty-five dollars ($16,125.00) as third party administrator for worker's compensation and liability claims; and

WHEREAS, this Agreement was authorized by Resolution _____approved on August 17, 2016.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I
Purpose of Agreement

1. Administration of worker's compensation claims to assist the City with returning employees back to work sooner. Handling of general liability, public officials and employment practice claims to reduce number of claims and future insurance premiums.

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 which is attached hereto and incorporated herein by reference (Exhibit A), the Proposal prepared by Consultant which is attached hereto and incorporated herein by reference (Exhibit B), and in accordance with this Agreement. In the event that there is a conflict or discrepancy between the provisions of this Agreement, and the provisions of Exhibit A and the provisions of Exhibit B, the provisions of this Agreement shall govern over the provisions of Exhibit A and Exhibit B. In the event that there is a conflict or discrepancy between the provisions of Exhibit A and Exhibit B, the provisions of Exhibit A shall govern over the provisions of Exhibit B.

2. Such described services shall be performed during a period of twelve (12) months commencing on September 1, 2016.

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 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. In exchange for performing the services described in Article II herein, the Consultant shall receive a total contract amount not to exceed one hundred ninety-three thousand five hundred dollars ($193,500.00) payable in twelve (12) equal monthly installments of sixteen thousand one hundred twenty-five dollars ($16,125.00). Compensation shall be payable upon submission and verification of monthly invoices to the Risk Manager. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that each invoice must be submitted to IFC for approval prior to payment. The IFC meets on the fourth Tuesday of each month. The processing time for payment is approximately two (2) 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 form 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
Termination for Cause

Either party may terminate this Agreement on sixty (60) days' written notice on account of any conduct on the part of the other which constitutes a material breach of this Agreement. Upon the occurrence of reasons supporting good cause, the party claiming a breach shall notify the other party in writing of the reasons and allow thirty (30) days for the other party to cure the breach. If the party claiming breach reasonably determines that the breach has been cured within thirty (30) days, the Agreement shall continue in full force; otherwise, it shall be terminated upon the notice provided.

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 three 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
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE XVII
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 XVIII
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

ARTICLE XIX
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000.00, 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 Consultant 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 $40,000.00). 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 $40,000.00).

ARTICLE XX
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

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:

CLAIMS RESOLUTION CORPORATION

_____

_____

RR
7-8-15

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2016

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
Robert P. Petri & Daughter Agency
Susan Petri
258 Ryders Lane / PO Box 820
Milltown NJ 08850

CONTACT NAME:
PHONE (A/C, No, Ext): 732-545-4540 FAX (A/C, No): 732-545-7623
E-MAIL ADDRESS: info@Petriinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Farmers of Flemington Ins. Co.	
INSURER B: Admiral Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Claims Resolution Corporation Inc.
Corporate Risk Consultants, LLC
PO Box 111
Brigantine NJ 08203

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	B500002804	10/01/2015	10/01/2016	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS	Y	N	B500002804	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $ $10,000	Y	N	U700000886	07/14/2016	07/14/2017	EACH OCCURRENCE AGGREGATE	$ $1,000,000 $ $1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC900001472	10/15/2015	10/15/2016	☑ PER STATUTE ☐ 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
B	Insurance Agents Professional Liability	N	N	EO000022501-02	04/24/2016	04/24/2017	2,000,000/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.City of Jersey City is additional insured where indicated above and where required by written contract.

The Professional Liability policy has a sub-limit for Technology Coverage for professional incidents.
Umbrella policy does not extend over Professional Liability.

CERTIFICATE HOLDER

City of Jersey City
394 Central Ave
Jersey City NJ 07307

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
Susan Petri Susan Petri

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

Representative's Name/Title (Print): David Harris, President

Representative's Signature:

Name of Company: Claims Resolution Corporation Inc.

Tel. No.: (973) 731-5700 Date: 07/18/2016

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

CLAIMS RESOLUTION CORPORATION, INC.

TRADE NAME:

ADDRESS:

3 SANDY LANE
BRIGANTINE NJ 08203

SEQUENCE NUMBER:

1780726

EFFECTIVE DATE:

03/14/13

ISSUANCE DATE:

03/14/13

Director
New Jersey Division of Revenue

FORM-BRC

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

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

PART I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Claims Resolution Corporation, Inc. (name of business entity) has not made any reportable contributions in the **one year period preceding August 17, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Hersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar he award of this contract, I further certify that during the term of the contract Claims Resolution Corporation, 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: Claims Resolution Corporation, Inc.

Signed _____ Title: President

Print Name: David Harris Date: July 19th 2016

Subscribed and sworn before me
This 19 day of July 2016.
My Commission expires:

_____ (Affiant)

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

CONSTANCE GORDON
ID # 2333003
NOTARY PUBLIC OF NEW JERSEY
Commission Expires [illegible]

**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. 16.566

Agenda No. 10.Z.25

Approved: AUG 17 2016

TITLE:

RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE, DePALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 16-150 on March 9, 2016 reauthorizing a professional services agreement with the law firm of Lite DePalma Greenberg, LLC, 570 Broad Street, Suite 1201, Newark, NJ 07102 as Special Counsel to represent the City of Jersey City in the matters pertaining to the Port Authority of New York & New Jersey; and

WHEREAS, the firm of Lite, DePalma, Greenberg, LLC agreed to perform these services at the same rate of **$150.00 per hour**, including expenses, for a total amount not to exceed **$250,000**; and

WHEREAS, Lite, DePalma, Greenberg, 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, in September 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

WHEREAS, Lite, DePalma, Greenberg, LLC 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, Lite, DePalma, Greenberg, LLC 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.: **16-14-298-56-000-856**; and

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

1. The contract with Lite, DePalma, Greenberg, LLC is hereby amended and reauthorized for one year by an additional **$250,000.**

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 authorized to execute a professional services agreement attached hereto with the law firm of Lite, DePalma, Greenberg, LLC to serve as special counsel to represent the City of Jersey City in commercial litigation.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.566

Agenda No. 10.Z.25

TITLE: AUG 17 2016

RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE, DePALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION

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.: 16-14-298-56-000-856** for payment of this resolution. P.O. #121818

Mathew Hogan, Risk Manager

:igp
7/21/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE, DePALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION

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

The City continues to aggressively litigate against the Port Authority. Accordingly, the City is reentering into a contract with Lite, DePalma, Greenberg, LLC to provide legal services at $150.00 an hour for an additional contract amount of $250,000.00.

Cost (Identify all sources and amounts)

16-01-201-20-155-312

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**

Outside Counsel Agreement

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Lite, DePalma, Greenberg, LLC.**, 570 Broad Street, Suite 1201, Newark, New Jersey 07102, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *City of Jersey City v. Port Authority of NY & NJ*.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside 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.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $250,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. <u>Invoicing Policy</u>.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

•Storage charges
•Catering for internal meetings
•Meals (except during business travel, and then limited to $70 per day)
•Mileage for short trips (<30 miles one way)
•Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
•Telephone charges
•Facsimile charges
•Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. **Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel 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.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside 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 for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

Lite, DePalma, Greenberg, LLC

_____

_____

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(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): Victor A. Alfanador / Member of the Firm

Representative's Signature:

Name of Company: Lite DePalma Greenberg, LLC

Tel. No.: 973-623-3000 **Date:** 02/18/2016

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: 18

4. COMPANY NAME: Lite DePalma Greenberg, LLC

5. STREET	CITY	COUNTY	STATE	ZIP CODE
Two Gateway Center Suite 1201	Newark	Essex	NJ	07102

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) — CITY — STATE — ZIP CODE

None

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: 18

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 **********					********** FEMALE **********				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	6	4	2		1			3		1			1
Professionals	6	5	1					5					1
Technicians	0												
Sales Workers	0												
Office & Clerical	6	1	5					1	1	2			2
Craftworkers (Skilled)	0												
Operatives (Semi-skilled)	0												
Laborers (Unskilled)	0												
Service Workers	0												
TOTAL	0												
Total employment From previous Report (If any)	18.												
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: 03/15/14 To: 03/31/14

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
Joseph J. DePalma	Joe DePalma	Managing Partner	04 / 14 / 2014

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
Two Gateway Center Ste 1201	Newark	Essex	NJ	07102	973 - 623 - 3000

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. S12I 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: Victor A. Alfandor - Member of the Firm
Representative's Signature: _____
Name of Company: Lite DePalma Greenberg, LLC
Tel. No.: 973-623-3000 **Date:** 02/18/2016

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: Lite DePalma Greenberg, LLC

Address: 570 Broad Street, Suite 1201, Newark, NJ 07102

Telephone No.: 973-623-3000

Contact Name: Victor A. Afanador

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 Lite DePalma Greenberg, 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 Lite DePalma Greenberg, 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: Lite DePalma Greenberg, LLC

Signed _____ Title: Member of the Firm

Print Name Victor A. Afanador Date: 02/18/2016

Subscribed and sworn before me
this 18th day of Feb., 2016.
My Commission expires:

CARLA DASILVA
A Notary Public of New Jersey
My Commission Expires May 4, 2019

_____
(Affiant)

Victor A. Afanador - Member of the Firm
(Print name & title of affiant) (Corporate Seal)

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

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

Part I – Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro 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 [ ] Corporation [ ] Sole Proprietorship [ ] Subchapter S Corporation

[ ] Limited Partnership [X] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Joseph J. DePalma	54 Edwards Court, Basking Ridge, NJ
Bruce D. Greenberg	62 Barchester Way, Westfield, NJ
Victor A, Afanador	17 Cheryl Lane, Roseland, NJ

Part 3 – Signature and Attestation:

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

Name of Business Entity: Lite DePalma Greenberg, LLC

Signed: _____ Title: Member of the Firm

Print Name: Victor A. Afanador Date: 02/18/2016

Subscribed and sworn before me this 18 day of Feb, 2016

My Commission expires:

CARLA DASILVA
A Notary Public of New Jersey
My Commission Expires May 4, 2019

(Affiant)

Victor A. Afanador - Member of the Firm
(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:	Lite DePalma Greenberg, LLC		
Address:	570 Broad Street - Suite 1201		
City:	Newark	State: NJ	Zip: 07102

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
	Victor A. Afanador	Member of the Firm

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)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LITE DEPALMA GREENBERG & RIVAS, L.L.C.
Trade Name:	
Address:	TWO GATEWAY CENTER NEWARK, NJ 07102
Certificate Number:	0067861
Date of Issuance:	February 01, 2005

For Office Use Only:

20050201144742742

Certification 40135

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

LITE DEPALMA GREENBERG, LLC
570 BROAD STREET
NEWARK NJ 07102

FORD M. SCUDDER
Acting State Treasurer

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

City Clerk File No. Res. 16.567

Agenda No. 10.Z.26

Approved: AUG 17 2016

TITLE: **RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT OF TEVIN HENRY V. CITY OF JERSEY CITY, ET AL.**

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Tevin Henry ("plaintiff") filed a lawsuit in the United States District Court bearing Docket No. 2:14-cv-05480; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of $14,500.00; and

WHEREAS, the plaintiff has agreed to this settlement and will sign all required releases and will dismiss the lawsuit with prejudice; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission account.

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

1. The Corporation Counsel is authorized to settle this lawsuit for $14,500.00.

2. The Jersey City Insurance Fund Commission is authorized to issue a check in the amount of $14,500.00 payable to plaintiffs and their attorney.

I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.

Matthew Hogan, Risk Manager

MD/cw
07/08/16

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 SETTLEMENT OF THE SUIT OF TEVIN HENRY V. CITY OF JERSEY CITY, ET AL.

Initiator

Department/Division	Law Department	Law Department
Name/Title	Michael Dougherty	Assistant Corporation Counsel
Phone/email	(201) 547-4810	MDougherty@jcnj.org

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

Resolution Purpose

To settle the above-referenced lawsuit involving allegations that police officers violated the plaintiff's constitutional rights protected by the Fourth Amendment.

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. 16.568

Agenda No. 10.Z.27

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), GRAND STREET, EAST OF HUDSON STREET BEGINNING 7:00 A.M. AND ENDING 11:45 A.M. SUNDAY, SEPTEMBER 11, 2016 AT THE REQUEST OF THE 9-11 COMMITTEE OF JERSEY CITY NJ FOR THE PURPOSE OF THE 9-11 MEMORIAL SERVICE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the 9-11 Committee of Jersey City NJ to close Grand Street, east of Hudson Street, beginning 7:00 a.m. and ending 11:45 a.m. on Sunday, September 11, 2016 for the purpose of the 9-11 Memorial Service; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-8 be waived; and

WHEREAS, the request to close Grand Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(2)(8) and 296-73(D) and Section 122-8(A)(C) as the application for the street closing has been filed by a nonresident and the start time is earlier than what is permitted; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grand Street, east of Hudson Street, beginning 7:00 a.m. and ending 11:45 a.m. on Sunday, September 11, 2016.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

JDS:pcl
(08.09.16)

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Grand St east of Hudson St

PURPOSE OF EVENT: 9-11 Memorial Service

BEGINS: 7AM ENDS: 11:45AM
Sunday, September 11, 2016

APPLICANT: John Guarini

ORGANIZATION: 9-11 Committee of Jersey City NJ

ADDRESS: 130 Winfield Ave, Jersey City NJ 07305

PHONE #: 201.547.4818

BEING WAIVED: Nonresident, start time

Event Name: 9-11 Memorial Service

Event Date: Sunday, September 11, 2016

JERSEY CITY DIVISION OF RISK MANAGEMENT — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: Ins. requirement waived per request

Signature of Risk Manager: [signature] Date: 7/21/16

JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of District Commander: Capt Michael Scala Date: 7/27/16.

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Police Chief: DIC [signature] Date: 7/28/16

JERSEY CITY POLICE DEPARTMENT | POLICE DIRECTOR — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Police Director: [signature] Date: 8/1/2016

JERSEY CITY FIRE DEPARTMENT — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: No open flame

Signature of Fire Official: [signature] Date: 7/28/16

JERSEY CITY DEPARTMENT OF TRAFFIC & ENGINEERING — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: PENDING COUNCIL APPROVAL

Signature of Traffic Engineer: [signature] Date: 8.9.16

JERSEY CITY DEPARTMENT OF PARK MAINTENANCE — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Division Director: [signature] Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS — Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Department Director: [signature] Date:

JERSEY CITY HEALTH DEPARTMENT — Approved ☒ Denied ☐ Modified ☐ Not Applicable ☐

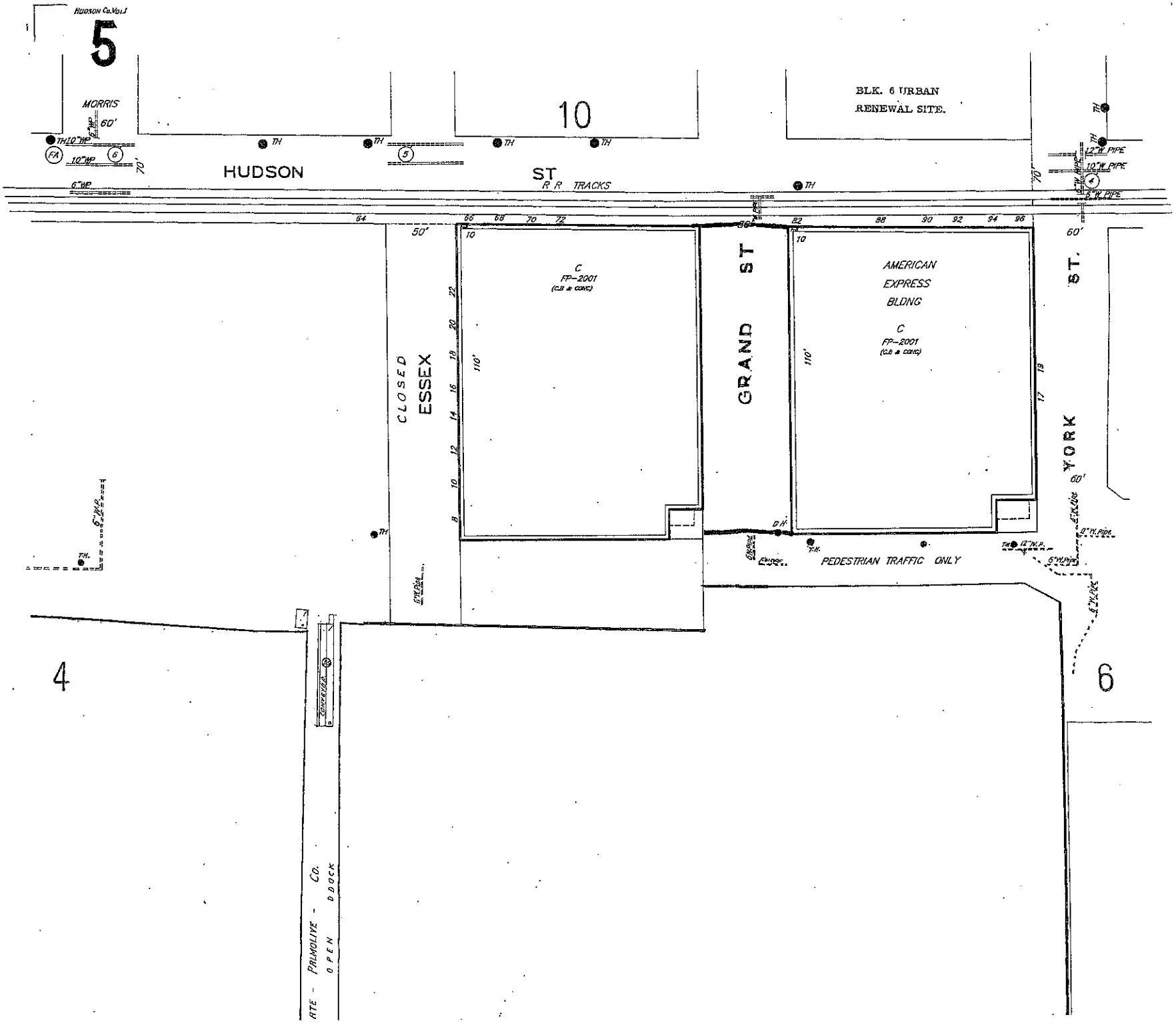
Comments: No food

Signature of Health Officer: [signature] Date: 8-3-16

JERSEY CITY DIVISION OF COMMERCE — Approved ☐ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Director: Date:


HUDSON Co. Vol. I
5
MORRIS
60'
10
BLK. 6 URBAN
RENEWAL SITE.
HUDSON
ST
R R TRACKS
50'
CLOSED
ESSEX
C
FP-2001
(c.b & conc)
GRAND ST
AMERICAN
EXPRESS
BLDNG
C
FP-2001
(c.b & conc)
YORK
ST.
60'
PEDESTRIAN TRAFFIC ONLY
4
6
PALMOLIVE - Co.
OPEN DOCK

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), GRAND STREET, EAST OF HUDSON STREET BEGINNING 7:00 A.M. AND ENDING 11:45 A.M. SUNDAY, SEPTEMBER 11, 2016 AT THE REQUEST OF THE 9-11 COMMITTEE OF JERSEY CITY NJ FOR THE PURPOSE OF THE 9-11 MEMORIAL SERVICE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of John Guarini on behalf of the 9-11 Committee of Jersey City NJ, 130 Winfield Avenue, JCNJ 07305 201.547.4818	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Resolution Purpose

AUTHORIZING THE CLOSING OF GRAND STREET, EAST OF HUDSON STREET BEGINNING 7:00 A.M. AND ENDING 11:45 A.M. SUNDAY, SEPTEMBER 11, 2016 FOR THE PURPOSE OF THE 9-11 MEMORIAL SERVICE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 8/9/16

Department Director — **Date**

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

City Clerk File No. Res. 16-569

Agenda No. 10.Z.28

Approved: AUG 17 2016

TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M. SUNDAY, SEPTEMBER 18, 2016 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOC. FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF MARATHON

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Dan Brannen on behalf of the Newport Property Owners Assoc. to close Town Square Place beginning 5:00 a.m. and ending 2:00 p.m. Sunday, September 18, 2016 for the purpose of the Newport Liberty Half Marathon; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-8, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

WHEREAS, the request to close Town Square Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and Chapter 122, Section 122-8(A)(C) as the event as the event is sponsored by a non-resident and will start earlier than permitted; and

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

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Town Square Place beginning 5:00 a.m. and ending 2:00 p.m. Sunday, September 18, 2016.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

JDS:pcl
(08.09.16)

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Town Sq Pl

PURPOSE OF EVENT: Newport Liberty Half Marathon

BEGINS: 5AM ENDS: 2PM
Sunday, September 18, 2016

APPLICANT: Dan Brannen

ORGANIZATION: Newport Property Owners Assoc.

ADDRESS: 4 Strawberry Ln, Morristown NJ 07960

PHONE #: 201.665.4005

BEING WAIVED: Nonresident, start time

Event Name: Newport Liberty Half Marathon

Event Date: Sunday Sept 18th

JERSEY CITY DIVISION OF RISK MANAGEMENT

Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: CC-OFF DUTY CO-ORDINATOR

Signature of Risk Manager: Capt. Nicholas Scarto

Date: 7-22-16

JERSEY CITY DEPARTMENT OF TRAFFIC & ENGINEERING

Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: PENDING COUNCIL APPROVAL

Signature of Traffic Engineer:

Date: 8-9-16

JERSEY CITY DEPARTMENT OF PARK MAINTENANCE

Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Division Director:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS

Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Department Director: Mark Ruffin

Date:

JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER

Approved ☐ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of District Commander:

Date:

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF

Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: Must Contact off Duty Coordinator

Signature of Police Chief:

Date: 7/28/16

JERSEY CITY POLICE DEPARTMENT | POLICE DIRECTOR

Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Police Director:

Date: 8/1/2016

JERSEY CITY FIRE DEPARTMENT

Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: NO OPEN FLAME

Signature of Fire Official:

Date: 8/2/16

JERSEY CITY HEALTH DEPARTMENT

Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: No Food

Signature of Health Officer:

Date: 8-3-16

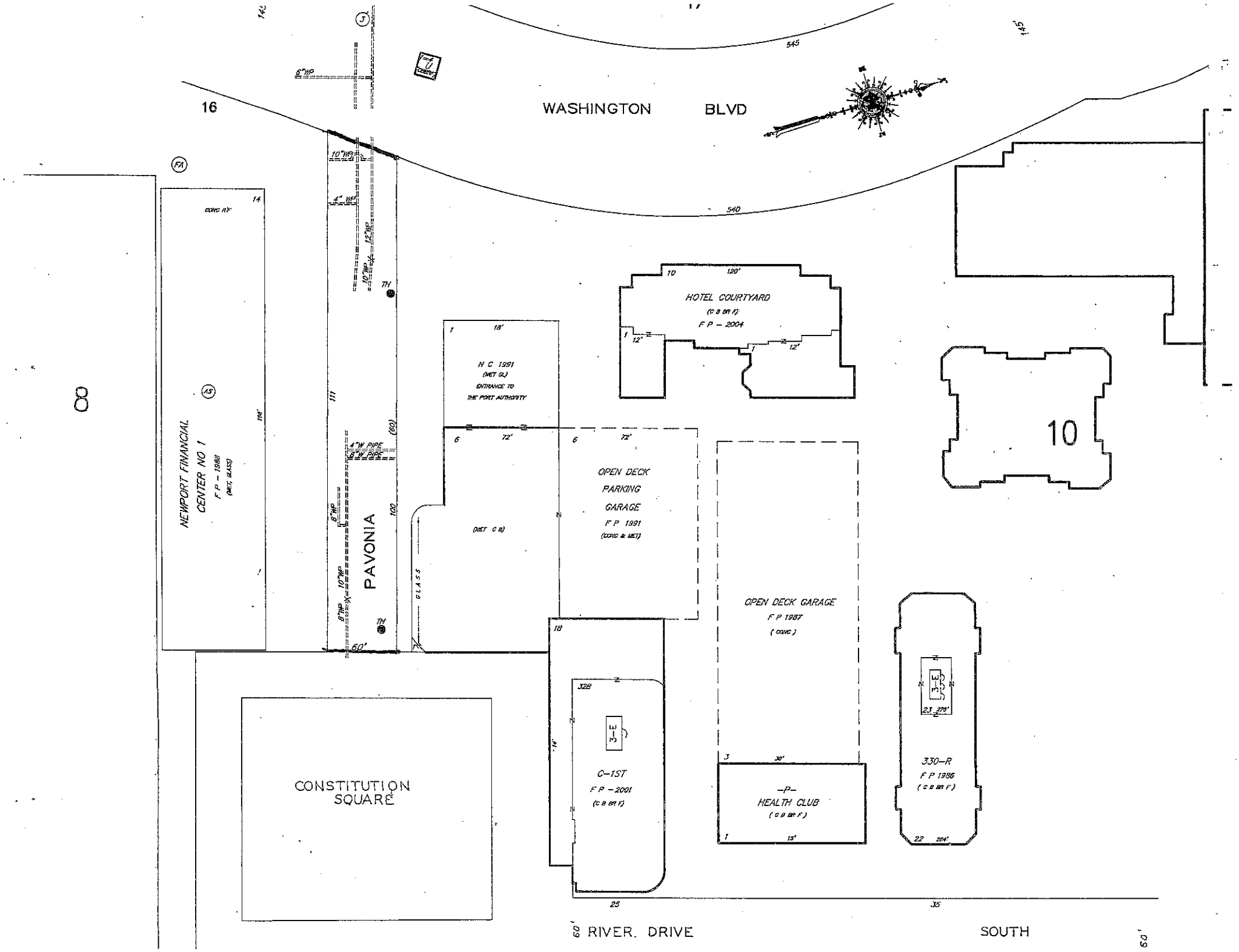
JERSEY CITY DIVISION OF COMMERCE

Approved ☐ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Director:

Date:


WASHINGTON BLVD
16
8
NEWPORT FINANCIAL CENTER NO 1
F P – 1988
(NET, GLASS)
PAVONIA
N C 1991
(NET GL)
ENTRANCE TO
THE PORT AUTHORITY
(NET C B)
OPEN DECK
PARKING
GARAGE
F P 1991
(CONC & NET)
HOTEL COURTYARD
(C B BR F)
F P – 2004
OPEN DECK GARAGE
F P 1987
(CONC)
–P–
HEALTH CLUB
(C B BR F)
C–1ST
F P – 2001
(C B BR F)
330–R
F P 1986
(C B BR F)
10
CONSTITUTION
SQUARE
RIVER. DRIVE
SOUTH

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M. SUNDAY, SEPTEMBER 18, 2016 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOC. FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF MARATHON

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Dan Brannen on behalf of Newport Property Owners Association, 4 Strawberry Lane, Morristown, NJ 07960 201.665.4005	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Resolution Purpose

AUTHORIZING THE CLOSING OF TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M. SUNDAY, SEPTEMBER 18, 2016 FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF MARATHON

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 8/9/16

Department Director — **Date**

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

City Clerk File No. Res. 16.570

Agenda No. 10.Z.29

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, SEPTEMBER 18, 2016 AT THE REQUEST OF KATYN FOREST MASSACRE MEMORIAL COMMITTEE INC FOR THE PURPOSE OF A MEMORIAL SERVICE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Katyn Forest Massacre Memorial Committee Inc to close Exchange Place beginning 10:00 a.m. and ending 6:00 p.m. on Sunday, September 18, 2016 for the purpose of a Memorial Service; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71 and 296-73 and Chapter 122, Section 122-8 be waived; and

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

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 10:00 a.m. and ending 6:00 p.m. on Sunday, September 18, 2016.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

JDS:pcl
(08.09.16)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Exchange Pl

PURPOSE OF EVENT: Memorial Service

BEGINS: 10AM ENDS: 6PM
Sunday, September 18, 2016

APPLICANT: Krys Nowak

ORGANIZATION: Katyn Forest Massacre Memorial Committee Inc

ADDRESS: PO Box 1602, Cranford NJ

PHONE #: 609.580.0232

BEING WAIVED: Nonresident

Event Name: MEMORIAL SERVICE

Event Date: SEPT. 18, 2016

JERSEY CITY DIVISION OF RISK MANAGEMENT

Approved [✓] Denied [ ] Modified [ ] Not Applicable [ ]

Comments: COI IS OK

Signature of Risk Manager:

Date: 7/7/16

JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER

Approved [✓] Denied [ ] Modified [ ] Not Applicable [ ]

Comments:

Signature of District Commander: Capt. Nicholas Sarno

Date: 7/26/16

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF

Approved [✓] Denied [ ] Modified [ ] Not Applicable [ ]

Comments:

Signature of Police Chief:

Date: 7/28/16

JERSEY CITY POLICE DEPARTMENT | POLICE DIRECTOR

Approved [✓] Denied [ ] Modified [ ] Not Applicable [ ]

Comments:

Signature of Police Director:

Date: 8/1/2016

JERSEY CITY FIRE DEPARTMENT

Approved [✓] Denied [ ] Modified [ ] Not Applicable [ ]

Comments: No open flame

Signature of Fire Official:

Date: 7/28/16

JERSEY CITY DEPARTMENT OF TRAFFIC & ENGINEERING

Approved [✓] Denied [ ] Modified [ ] Not Applicable [ ]

Comments: PENDING COUNCIL APPROVAL

Signature of Traffic Engineer:

Date: 8.9.16

JERSEY CITY DEPARTMENT OF PARK MAINTENANCE

Approved [✓] Denied [ ] Modified [ ] Not Applicable [ ]

Comments:

Signature of Division Director:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS

Approved [✓] Denied [ ] Modified [ ] Not Applicable [ ]

Comments:

Signature of Department Director: Mark Redfern

Date:

JERSEY CITY HEALTH DEPARTMENT

Approved [X] Denied [ ] Modified [ ] Not Applicable [ ]

Comments: No Food

Signature of Health Officer:

Date: 8-3-16

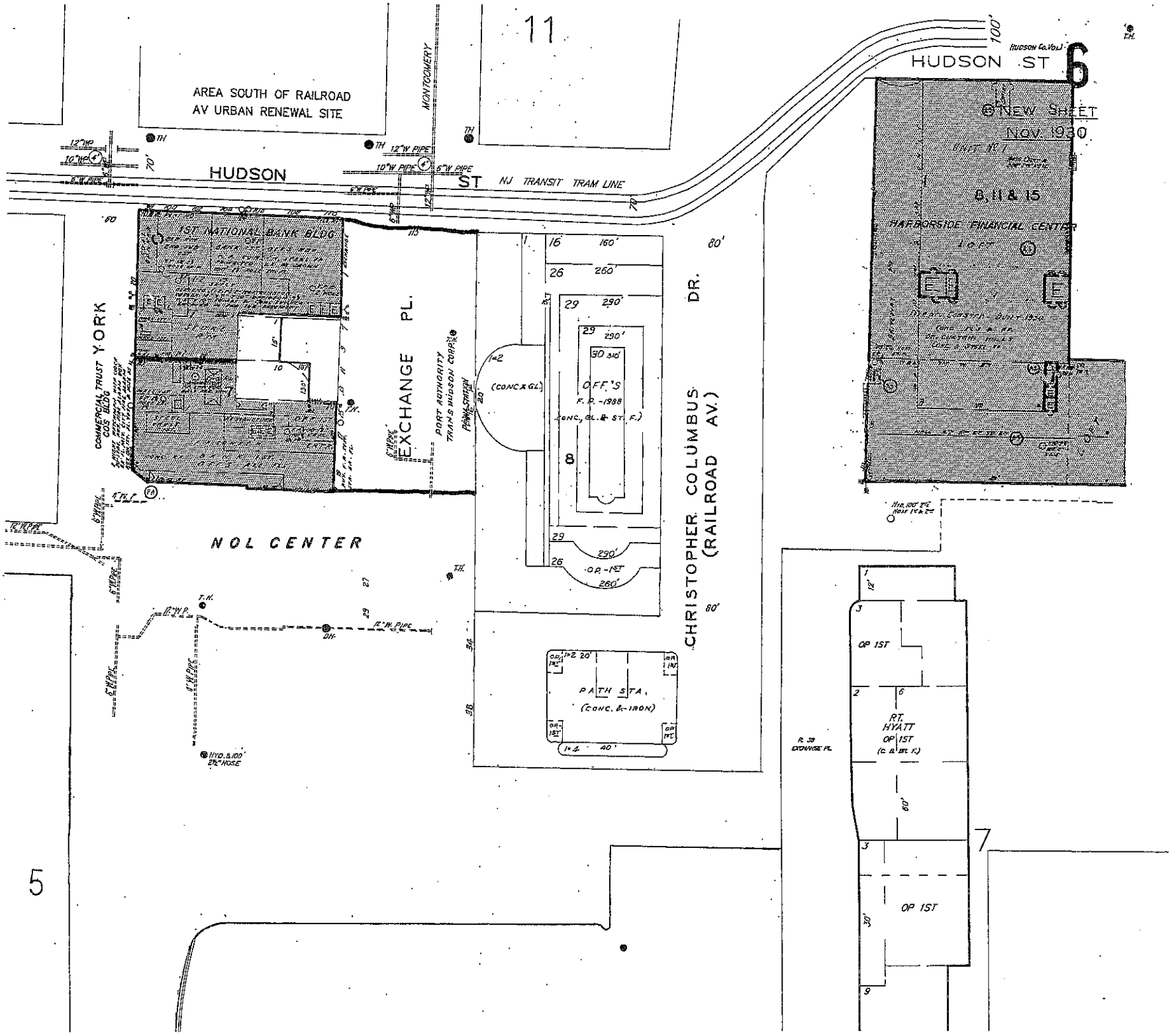
JERSEY CITY DIVISION OF COMMERCE

Approved [ ] Denied [ ] Modified [ ] Not Applicable [ ]

Comments:

Signature of Director:

Date:


11
AREA SOUTH OF RAILROAD
AV URBAN RENEWAL SITE
MONTGOMERY
HUDSON ST
NJ TRANSIT TRAM LINE
HUDSON ST
6
NEW SHEET
NOV. 1930
8, 11 & 15
PARROSSIDE FINANCIAL CENTER
1ST NATIONAL BANK BLDG
YORK
COMMERCIAL TRUST
COS BLDG
EXCHANGE PL.
PORT AUTHORITY
TRANS HUDSON CORP.
(CONC & GL)
O.F.F.'S
F.P.-1988
(CONC., GL. & ST. F.)
CHRISTOPHER COLUMBUS
(RAILROAD AV.)
DR.
NOL CENTER
OP-1ST
PATH STA.
(CONC. & IRON)
OP 1ST
R.T.
HYATT
OP 1ST
OP 1ST
5
7

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, SEPTEMBER 18, 2016 AT THE REQUEST OF KATYN FOREST MASSACRE MEMORIAL COMMITTEE INC FOR THE PURPOSE OF A MEMORIAL SERVICE

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Krys Nowak on behalf of the Katyn Forest Massacre Memorial Committee Inc, PO Box 1602, Cranford, NJ 07016, 609.580.0232	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, SEPTEMBER 18, 2016 FOR THE PURPOSE OF A MEMORIAL SERVICE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 8/9/16

Signature of Department Director — **Date**

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

City Clerk File No. Res. 16.571

Agenda No. 10.Z.30

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH ASTOR PLACE FROM MONTICELLO AVENUE TO PARK STREET AND CRESCENT AVENUE FROM BELMONT AVENUE TO BRINKERHOFF STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SATURDAY, AUGUST 20, 2016 AT THE REQUEST OF THE ASTOR BERGEN HILL COMMUNITY ASSOCIATION FOR THE PURPOSE OF THE ASTOR FREE COMMUNITY GARDEN AND COMMUNITY ACTIVITIES

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Astor Bergen Hill Community Association to close both Astor Place from Monticello Avenue to Park Street and Crescent Avenue from Belmont Avenue to Brinkerhoff Street beginning 8:00 a.m. and ending 8:00 p.m. on Saturday, August 20, 2016 for the purpose of the Astor Free Community Garden and Community Activities; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71 and 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close both Astor Place and Crescent Avenue does not meet one or more of the requirements set forth in Section 296-71; 296-72(B)(2)(8) and 296-73(D) and Section 122-8(A)(C) as the street closing is requested by a non resident of three (3) of the blocks, the event will begin earlier and end later than what is permitted and more than one block at a time will be closed; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Astor Place from Monticello Avenue to Park Street and Crescent Avenue from Belmont Avenue to Brinkerhoff Street beginning 8:00 a.m. and ending 8:00 p.m. on Saturday, August 20, 2016.

APPROVED:
Director of Traffic & Transportation

APPROVED: for
Municipal Engineer

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

JDS:pcl
(08.09.16)

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Astor Pl, Monticello Ave to Park St
Crescent Ave, Belmont Ave to Brinkerhoff St

PURPOSE OF EVENT: Astor Free Community Garden and Community Activities

BEGINS: 8AM ENDS: 8PM
Saturday, August 20, 2016

APPLICANT: Tinia Bland

ORGANIZATION: Astor Bergen Hill Community Association

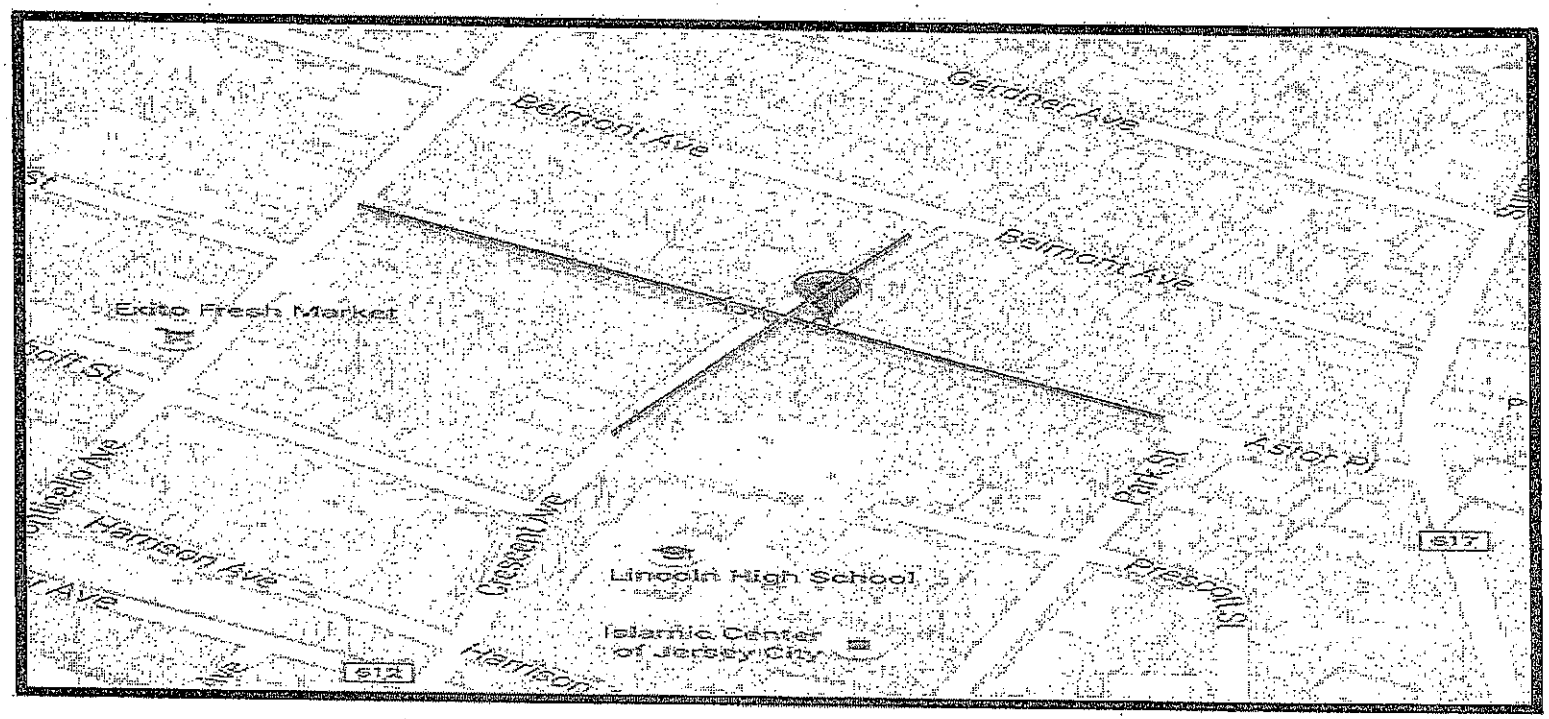
ADDRESS: 72 Astor Pl, Jersey City NJ 07304

PHONE #: 201.314.1675

BEING WAIVED: More than one block at a time closed, nonresident of three blocks, start time

Astor Bergen Hill Community Association
Men and Women of Excellence

Streets: Astor Place to Monticello Ave.
Crescent Avenue to Astor Place/ Astor Place to Park Street and Astor Place to Belmont Ave.



Event Name: Astor Free Community Event Date: Aug 20, 2016

JERSEY CITY DIVISION OF RISK MANAGEMENT Approved ☐ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Risk Manager: Date:

JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of District Commander: Date: 7/11/16

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Police Chief: Date: 7/11/16

JERSEY CITY POLICE DEPARTMENT | POLICE DIRECTOR Approved ☒ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Police Director: Date: 8/1/2016

JERSEY CITY FIRE DEPARTMENT Approved ☐ Denied ☐ Modified ☐ Not Applicable ☐

Comments: PERMIT - Rides / OPEN FLAME / WALK THROUGH w/ FIRE EXTINGUISHER

Signature of Fire Official: Date: 8/3/16

JERSEY CITY DEPARTMENT OF TRAFFIC & ENGINEERING Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments: PENDING COUNCIL APPROVAL

Signature of Traffic Engineer: Date: 8.8.16

JERSEY CITY DEPARTMENT OF PARK MAINTENANCE Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Division Director: Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS Approved ☑ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Department Director: Date:

JERSEY CITY HEALTH DEPARTMENT Approved ☒ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Health Officer: Date: 8/8/16

JERSEY CITY DIVISION OF COMMERCE Approved ☐ Denied ☐ Modified ☐ Not Applicable ☐

Comments:

Signature of Director: Date:

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH ASTOR PLACE FROM MONTICELLO AVENUE TO PARK STREET AND CRESCENT AVENUE FROM BELMONT AVENUE TO BRINKERHOFF STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SATURDAY, AUGUST 20, 2016 AT THE REQUEST OF THE ASTOR BERGEN HILL COMMUNITY ASSOCIATION FOR THE PURPOSE OF THE ASTOR FREE COMMUNITY GARDEN AND COMMUNITY ACTIVITIES

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Tinia Bland on behalf of the Astor Bergen Hill Community Association, 72 Astor Pl, JCNJ 201.314.1675	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@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 CLOSING OF BOTH ASTOR PLACE FROM MONTICELLO AVENUE TO PARK STREET AND CRESCENT AVENUE FROM BELMONT AVENUE TO BRINKERHOFF STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SATURDAY, AUGUST 20, 2016

FOR THE PURPOSE OF THE ASTOR FREE COMMUNITY GARDEN AND COMMUNITY ACTIVITIES

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 8/9/16

Department Director — **Date**

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

City Clerk File No. Res. 16.572

Agenda No. 10.Z.31

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN MINNESOTA MULTI STATE CONTRACTING FOR PHARMACY (MMCAP) PURCHASING ALLIANCE COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) is a free, voluntary group purchasing organization for government facilities that provide healthcare services. MMCAP offers a full range of pharmaceuticals and other healthcare products and services; such as, medical supplies, influenza vaccine, dental supplies, drug testing, wholesaler invoice auditing and returned goods processing; and

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, the MMCAP is a nationally-recognized and accepted purchasing organization that was developed utilizing a competitive bidding process; and

WHEREAS, the MMCAP has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the MCCAP Alliance to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Purchasing Agent is authorized to complete a registration form that will allow the City to participate in the Minnesota Multi State Contracting Alliance for Pharmacy; and

2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 MEMBER PARTICIPATION IN MINNESOTA MULTI STATE CONTRACTING FOR PHARMACY (MMCAP) PURCHASING ALLIANCE COOPERATIVE PURCHASING SYSTEM

Initiator

Department/Division	Administration	Purchasing
Name/Title	Peter Folgado	Director
Phone/email	peterf@jcnj.org	201-547-4896

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

Resolution Purpose

The Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) is a free, voluntary group purchasing organization for government facilities that provide healthcare services.

MMCAP offers a full range of pharmaceuticals and other healthcare products and services; such as, medical supplies, influenza vaccine, dental supplies, drug testing, wholesaler invoice auditing and returned goods processing

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Patricia M Vega for: P. Folgado 8-9-16

Signature of Purchasing Director **Date**

MMCAP
Minnesota Multistate Contracting Alliance for Pharmacy
651.201.2420 www.mmcap.org

Membership Application and Membership Agreement
Instructions for Completion

Thank you for your interest in membership with the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP). Processing a new membership application generally takes less than a week after MMCAP receives it. You will a welcome letter and copy of the fully executed Membership Agreement after the membership has been activated.

Eligibility

Membership in MMCAP is limited to facilities that:

1. Have legal authority to contract with the State of Minnesota, and
2. The State of Minnesota has legal authority to contract with the entity. Minnesota's authority is limited by Minnesota Statutes Section 471.59, subdivision 10 to:

    - Other states
    - Agencies of other states
    - Counties
    - Cities
    - School Districts
    - Entities recognized by the member state's statutes as authorized to use that state's commodity or service contracts (Minnesota Statutes Section 16C.03, subdivision 10 – found at: https://www.revisor.mn.gov/statutes/?id=16C.03).

Application Check List:

□ Application fully completed with each question answered

□ Application signed by facility representative

□ Member Facility Agreement fully executed by proper authority of the facility applying

□ Application and Member Facility Agreement forwarded to the applicable MMCAP State Contact for final processing

If you have any questions, please contact MMCAP at 651-201-2420.

Rev. 07/2014

G. Must comply with the terms and conditions of the applicable MMCAP vendor contract data sheets; found on the MMCAP website at www.mmcap.org.
H. Understands that MMCAP is not liable for any denied pricing, chargeback, refusal of vendors to honor contract pricing, or failure of vendors to deliver the products or services. THE MEMBER FACILITY ACKNOWLEDGES THAT MMCAP IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY PRODUCT AND SERVICE AND MAKES NO REPRESENTATION AS TO WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS SUPPLIED BY VENDORS UNDER MMCAP CONTRACTS.
I. Must update MMCAP regarding changes to the Member Facility information and contact person information.
J. Must promptly pay MMCAP-contracted vendors for all products or services purchased. MMCAP does not assume any responsibility for the accountability of funds expended by the member Facility.
K. May be inactivated from MMCAP membership if there is no participation for 18 consecutive months.

3. MMCAP

MMCAP will:

A. Select products or services for cooperative contracting under the programs offered.
B. Comply with Minnesota laws, including procurement and data practices, that require fair and open competition.
C. Make available copies of contract documents.
D. Maintain vendor performance records.
E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Member Facility.
F. Provide information to the Member Facility regarding products and services available through the MMCAP program.
G. Distribute to Member Facilities any unused administrative fees collected from contracted vendors (Article 4 below); and annually disclose in writing to Member Facilities, and to the Secretary of the United States Department of Health and Human Services upon request, the amounts received by MMCAP from vendors that were directly attributable to the Member Facility's purchases.

4. Administrative Fee Collected from MMCAP's Vendors

The MMCAP Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member Facilities) to pay an administrative fee to MMCAP. The fee of not more than three percent will be based on a percentage of sales made through the individual contracted vendor. Fees will be collected by the MMCAP office and used to pay for the administrative costs incurred in the operation of MMCAP as approved by the MMCAP Managing Director. Any remaining balance of funds will be returned to active members by means of either a credit to their wholesaler or distributor account, or other mechanism agreed to by the parties, in an amount proportional to the Member Facility's on-contract purchases.

5. Assignment, Amendments, Waiver, and Contract Complete

5.1 ***Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement.

5.2 ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement.

5.3 ***Waiver.*** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

Facility Contacts: Not all facilities will have three contacts. Listing at least one main contact person is required.

15. Designated Facility MMCAP contact person: Stacey Flanagan

    Title: Director Phone: 201-547-6800 Fax: _____

    Email Address: SFlanagan@jcnj.org

16. Alternate Facility MMCAP contact person: Katiana Scalione

    Title: clinical manager Phone: 201-5474947 Fax: _____

    Email Address: kscalione@jcnj.org

17. Facility's Purchasing MMCAP contact person: LaVivanan Webb

    Title: Fiscal analyst Phone: 201-547-6823 Fax: _____

    Email Address: vivianw@jcnj.org

APPROVALS

Applicant Facility:

The information above is true and correct.

Signed: Katiana Scalio Date: 8/5/16
Facility Representative

MMCAP State Contact Review:

Forward signed application and agreement on to the applicable MMCAP State Contact for final processing. A list of MMCAP State Contacts may be found at www.mmcap.org, click on "What is MMCAP," then on "State Contacts." Facilities located in Connecticut, Illinois, Massachusetts, Ohio, and Pennsylvania mail directly to mn.multistate@state.mn.us.

I have reviewed and approve the facility's eligibility for membership in MMCAP.

Signed: _____ Date: _____
MMCAP State Contact

MMCAP

Minnesota Multistate Contracting Alliance for Pharmacy

Facility Membership Application

Forward the completed application and executed Member Facility Agreement to your State Contact for final processing. (A list of State Contacts may be found at www.mmcap.org, click on "What is MMCAP," then on "State Contacts.") The State Contact will then forward the authorized form to the MMCAP office for processing.

Type or Print Clearly

1. Indicate the specific legal authority under which this facility may purchase goods and services from MMCAP: _____

   (i.e., statutory authority to be able to contract with the State of Minnesota or governing board resolution). Leave blank if you need assistance with this question from the MMCAP State Contact or MMCAP.

2. Facility's Full Legal Name (no abbreviations): City of Jersey City Department of Health and Human Services

3. Complete "Bill To" Street Address: 199 Summit Avenue

   City: Jersey City State: New Jersey Zip: 07304

4. Complete "Ship To" Street Address, if different: _____

   City: _____ State: _____ Zip: _____

5. Facility Website: www.jerseycitynj.gov

6. What type of entity is the facility? (Check one)
   - ☐ State Government
   - ☐ County/Parish Government
   - ☒ Municipal Government
   - ☐ Non-government Private – for profit
   - ☐ Non-government Private – non-profit
   - ☐ Federal Government

7. What is the primary purpose of your facility? (Check one)
   - ☐ Central Purchasing/Business Office
   - ☐ Correctional Facility
   - ☐ Convalescence/Nursing Facility
   - ☐ Mental Health
   - ☒ Public Health
   - ☐ Public Safety/First Responders
   - ☐ School/College/University
   - ☐ Veterinary
   - ☐ Other _____

8. Health Industry Number (HIN), if known: _____
   MMCAP can assist in obtaining this number when the application is processed. Indicate need for assistance on line above.

9. DEA Number, if applicable (required for controlled substances): _____

10. Facility's State Pharmacy License Number, if applicable: _____

11. Indicate which MMCAP programs the facility intends to use? (Check all that apply)

- ☐ Pharmacy Program
  - ☐ Pharmaceutical Wholesaler Services (AmerisourceBergen, Cardinal Health, or Morris & Dickson)
  - ☐ Products
    - ☐ Prescription Drugs (other than vaccines)
    - ☐ Vaccines (other than influenza)
    - ☐ Over-the-counter
    - ☐ Nutritionals
    - ☐ Diabetic Supplies (meters/strips/syringes)
    - ☐ Containers and Vials
  - ☐ Contract Price Auditing
  - ☐ Returned Goods Processing
  - ☐ Pharmaceutical Repackaging
- ☑ Influenza Vaccine Program
- ☐ Prescription Filling/Pharmacy Service Program
- ☐ Student Health Oral Contraceptives Program
- ☐ Emergency Preparedness/Stockpiling Program
- ☐ Healthcare Products and Services Program
  - ☐ Medical Supplies & Distribution Services
  - ☐ Dental Supplies & Distribution Services
  - ☐ Drug Testing Kits and Services
  - ☐ Laboratory Supplies
  - ☐ Condoms

12. Is the facility 340B (PHS)* Eligible?

*The Federal 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal government funding.

☐ Yes

☐ No

☑ Unsure

13. Within the past year, has this facility been affiliated with a pharmaceutical group purchasing organization (GPO) other than MMCAP? (Please check one.)

☐ No

☑ Yes, but the facility is switching to MMCAP. Attach a signed letter on the facility's letterhead stating that it wishes to discontinue your association with its current pharmaceutical GPO and use MMCAP instead.

☐ Yes and the facility will remain with its current GPO.

Current pharmaceutical GPO Name: _____

Products the facility currently purchases: _____

14. Which best describes this facility? (Check all that apply)

- ☐ Acute Care
- ☐ Adult Daycare
- ☐ Ambulatory Care Pharmacy
- ☐ Assisted Living
- ☐ Clinic (if checked, then check all that apply)
  - ☐ *city*
  - ☐ *dental*
  - ☐ *dialysis*
  - ☐ *oncology infusion clinic or practice*
  - ☐ *outpatient*
  - ☐ *radiology services*
  - ☐ *state*
  - ☐ *surgical*
  - ☐ *WIC (women, infant, children)*
- ☐ Central Purchasing/Business Office
- ☐ Community/Public Health Nursing
- ☐ Corrections
  - ☐ *city Jail*
  - ☐ *county Jail*
  - ☐ *state Prison*
- ☐ Dentist
- ☐ Detoxification
- ☐ Education
  - ☐ *school district*
  - ☐ *elementary*
  - ☐ *secondary*
  - ☐ *post-secondary*
- ☐ Emergency First Responders
- ☐ Emergency Medicine & Ambulance
- ☐ Emergency Preparedness
- ☐ Health Service
- ☐ Home Health
  - ☐ *home health provider, non-pharmacy*
  - ☐ *home infusion*
  - ☐ *home medical equipment*
- ☐ Hospice
- ☐ Hospital (if checked, then check all that apply)
  - ☐ *acute care*
  - ☐ *city/county/state*
  - ☐ *dialysis*
  - ☐ *long-term care*
  - ☐ *oncology infusion clinic or practice*
  - ☐ *outpatient*
  - ☐ *radiology services*
  - ☐ *surgical*
- ☐ Juvenile Detention
- ☐ Laboratory services
- ☐ Long Term Care
- ☐ Mail Order Pharmacy
- ☐ Mental Health (if checked, then check all that apply)
  - ☐ *ICFMR (intermediate care facility for mentally retarded)*
  - ☐ *inpatient*
  - ☐ *outpatient*
  - ☐ *developmental disabilities*
- ☐ No Care Provided
- ☐ Nursing Facility
  - ☐ *convalescences*
  - ☐ *nursing home*
  - ☐ *inpatient*
  - ☐ *outpatient*
- ☐ Nutrition Services
- ☐ Other (State and Local Gov't) healthcare related: _____
- ☐ Patient Population Served
  - ☐ *pediatrics*
  - ☐ *adult*
  - ☐ *geriatrics*
- ☑ Public Health
- ☐ Public Safety
- ☐ Rehabilitation (if checked, then check all that apply)
  - ☐ *inpatient*
  - ☐ *outpatient*
  - ☐ *skilled nursing facilities*
- ☐ Research/Training
- ☐ Senior Services
- ☐ Skilled Nursing Facilities
- ☐ Specialty Pharmacy/Special Care
- ☐ Student Health
- ☐ Surgery Center
- ☐ University (if checked, then check all that apply)
  - ☐ *teaching hospital*
  - ☐ *training or research (clinic research centers)*
  - ☐ *college student health services*
  - ☐ *pharmacy school*
- ☐ Urgent Care Center
- ☐ Veterans Home – State
- ☐ Veterinary
  - ☐ *veterinary medicine*
  - ☐ *veterinary medicine – university dept.*
  - ☐ *veterinary zoological medicine*

MMCAP

Minnesota Multistate Contracting Alliance for Pharmacy
50 Sherburne Avenue, Suite 112, St. Paul, MN 55155
651.201-2420
www.mmcap.org

Member Facility Agreement

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and City of Jersey City Department of Health and Human Services
Facility's complete legal name (do not use acronyms)
199 Summit Avenue Jersey City, New Jersey 07304 ("Member Facility").
Full address including city, state, and zip code

MMCAP is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Materials Management Division of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Membership in MMCAP is limited to facilities with which the State of Minnesota may contract, as defined by Minnesota Statutes Section 471.59, subdivision 10.

The Member Facility desires to access MMCAP's programs to purchase products and services for the Member Facility.

1. Term of Agreement and Cancellation

This Agreement, which is required by 42 C.F.R. § 1001.952(j) and Minnesota law, will be effective upon the date it is fully executed by all parties; and will remain in effect until cancelled by MMCAP or the Member Facility. This Agreement may be cancelled by either party upon 30 days' written notice to the other party, or immediately upon material breach by one of the parties.

2. Member Facility

The Member Facility:

A. Certifies it has authority to enter into this Agreement with the State of Minnesota and, where applicable, authorizes MMCAP to negotiate contracts on its behalf. For non-government entities, also certifies it has statutory authority under which it may purchase goods and services from its state's contracts.
B. Must comply with all applicable laws, rules, and regulations governing government purchasing of pharmaceuticals, and related products and services when utilizing MMCAP contracts and programs.
C. Should endeavor, where practical, to purchase its goods and services from MMCAP contracts.
D. Acknowledges it will be bound by applicable antitrust laws (Robinson-Patman (15 U.S.C. 13 (a)) and purchase products for its "own use" as defined by *Abbott Labs v. Portland Retail Druggists* (425 U.S. 1(1976)) and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983)).
E. Will not resell (as may be prohibited by law) or divert products obtained under the MMCAP contracts. If there are any questions about the propriety of the use of products purchased from the MMCAP contracts, the Member Facility will obtain an opinion from its legal counsel and notify MMCAP of the decision.
F. When applicable, acknowledges that the prices made available under MMCAP's contracts may represent a discount to price that must be properly and accurately accounted for and reported in accordance with all federal and state laws, including the anti-kickback law (42 C.F.R. § 1320a-7b(b)(3)(A)) and regulations thereunder (42 C.F.R. §1001.952(h)).

6. **Liability**
Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this membership agreement will be construed as expanding the limits of liability of the Member Facility beyond the limits of the law of its state. MMCAP's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

7. **State Audits**
As mandated by Minnesota Statutes Section 16C.05, subdivision 5, "the books, records, documents and accounting procedures and practices of the [Member Facility] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor" for a minimum period of six years after the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties represent they have the authority to bind their respective party and have signed intending to be bound thereby.

Member Facility:
(Person with legal authority to bind the facility)

By: _____

Title: _____

Date: _____

State of Minnesota, through its Commissioner of Administration on behalf of MMCAP:

By: _____

Title: _____

Date: _____

Commissioner of Administration, as delegated to the Materials Management Division:

By: _____

Date: _____

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

City Clerk File No. Res. 16.573

Agenda No. 10.Z.32

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A ALEXANDER INC FOR CAPITAL ROADWAY PROGRAM 2016 RESURFACING-SOUTH CONTRACT, PROJECT NO. 16-011-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Capital Roadway Program 2016 Resurfacing-South Contract, Project No. 16-011-E** for the Department of Administration/ Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **(5) Bids**, the lowest responsible bid being that from **J.A Alexander Inc, 130 John F. Kennedy Sr. North, Bloomfield, NJ 07003** in the total bid amount of **Two Millions, Nine Hundred Ninety Four Thousand, Four Hundred Two ($2,994,402.40) Dollars and Forty Cents**; and

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

WHEREAS, the sum of **Two Millions, Nine Hundred Ninety Four Thousand, Four Hundred Two ($2,994,402.40) Dollars and Forty Cents** are available in **Capital Accts #04-215-55-947-990, #04-215-55-945-991, #04-215-55-948-990, #04-215-55-860-990, #04-215-55-903-990, #04-215-55-842-990, #04-215-55-950-990, and #04-215-55-903-991**;and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-947-990	121938	Capital Acct	$1,000,000.00
04-215-55-945-991	121939	Capital Acct	$590,477.00
04-215-55-948-990	121940	Capital Acct	$538,250.00
04-215-55-860-990	121941	Capital Acct	$522,739.34
04-215-55-903-990	121942	Capital Acct	$337,886,76
04-215-55-842-990	121943	Capital Acct	$5,049.30
		Total Contract	$2,994,402.40
04-215-55-842-990	121944	Capital Acct Contingency	$333,208.18
04-215-55-950-990	121945	Capital Acct Contingency	$150,000.00
04-215-55-903-991	121946	Capital Acct Contingency	$115,672.30
		Total Encumbrance	$3,593,282.88

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 bid of the aforementioned **J.A Alexander, Inc** 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

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

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.573

Agenda No. 10.Z.32 AUG 17 2016

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A ALEXANDER INC FOR CAPITAL ROADWAY PROGRAM 2016 RESURFACING-SOUTH CONTRACT, PROJECT NO. 16-011-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

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
04-215-55-947-990	121938	Capital Acct	$1,000,000.00
04-215-55-945-991	121939	Capital Acct	$590,477.00
04-215-55-948-990	121940	Capital Acct	$538,250.00
04-215-55-860-990	121941	Capital Acct	$522,739.34
04-215-55-903-990	121942	Capital Acct	$337,886,76
04-215-55-842-990	121943	Capital Acct	$5,049.30
		Total Contract	$2,994,402.40
04-215-55-842-990	121944	Capital Acct Contingency	$333,208.18
04-215-55-950-990	121945	Capital Acct Contingency	$150,000.00
04-215-55-903-991	121946	Capital Acct Contingency	$115,672.30
		Total Encumbrance	$3,593,282.88

Approved by: Raquel Tornado, RPPS
for Peter Folgado, Director of Purchasing, QPA

PF/pc
8/9/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 **J.A. Alexander, Inc.** for Capital Roadway Program 2016, RESURFACING-SOUTH CONTRACT, PROJECT NO.: 16-011-E for Department of Administration, Division of Engineering, Traffic and Transportation.

Project Manager

Department/Division	Department of Administration	Engineering, Traffic & Transportation
Name/Title	Paul Russo, P.E.	Supervising Engineer
Phone/email	201-547-4411	PRusso@jcnj.org & Jcumha@jcnj.org

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

Contract Purpose

In conjunction with the "ADA Ramps-South" contract currently under construction, the "Resurfacing-South" contract will continue to enhance pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community. The scope of work includes improvements to roadway pavement surfaces, crosswalks, and stormwater drainage throughout Jersey City.

Cost (Identify all sources and amounts)

City Capital	Base contract	0175332	$1,000,000.00
		0175333	$590,477.00
		0175334	$538,250.00
		0175335	$522,739.34
		0175336	$337,886.76
		0175337 Modified	$5,049.30
City Capital	Contingency 20%	0175338	$150,000.00
		0175628	$333,208.18
		0175339 Modified	$115,672.30
	TOTAL		**$3,593,282.88**

Contract term (Include all proposed renewals)

150 Calendar Days after issuance of Notice to Proceed

Type of award..... Public Bid Award
If "Other Exception", enter type..... N/A

Additional Information

The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There were five (5) bidders:

Contractor	Bid Amount
J.A. Alexander, Inc., Bloomfield, NJ.....	**$2,994,402.40**
Smith-Sondy Asphalt Construction Co., Inc., Wallington, NJ.....	$3,339,650.90
Rockborn Trucking & Excavation, Inc., Wharton, NJ.....	$3,362,514.20
Black Rock Enterprises, L.L.C., Old Bridge, NJ.....	$3,487,258.86
Intercounty Paving Associates, Inc., Hackettstown, NJ.....	$4,539,341.20

I certify that all the facts presented herein are accurate.

Robert J. Kakoleski **Date**
Business Administrator

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

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | 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	:	August 4, 2016
TO	:	Rolando L. Lavarro Jr., Council President and Council Members
CC	:	Robert Kakoleski, Business Administrator
FROM	:	Jose R. Cunha, P.E., Municipal Engineer
SUBJECT	:	**Award of Capital Roadway Program 2016 RESURFACING-SOUTH CONTRACT, PROJECT NO. 16-011-E to J.A. Alexander, Inc.**

In conjunction with the "ADA Ramps-South" contract currently under construction, the "Resurfacing-South" contract will continue to enhance pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community. The scope of work includes improvements to roadway pavement surfaces, crosswalks, and stormwater drainage throughout Jersey City.

On July 28, 2016 the Jersey City Division of Purchasing received five (5) bids for the above contract. J.A. Alexander, Inc. is the apparent, responsible low bidder.

In the best interest of the City, the Division of Engineering has accepted the low bid from J.A. Alexander, Inc. in the amount of $ 2,994,402.40. This amount is approximately 22% below the Engineer's Estimate amount of $ 3,819,961.00.

Regards,

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

CITY OF JERSEY CITY
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STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : August 4, 2016

FROM : Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

TO : Robert Kakoleski, Business Administrator

SUBJECT : **CAPITAL ROADWAY PROGRAM 2016**
RESURFACING-SOUTH CONTRACT, PROJECT NO.16-011-E
Recommendation of Award of Contract

Engineering has received five (5) bids for the above subjected Project on Thursday, July 28, 2016:

J.A. Alexander, Inc., Bloomfield, NJ	Bid Amount	$2,994,402.40
Smith-Sondy Asphalt Const. Co., Inc., Wallington, NJ	Bid Amount	$3,339,650.90
Rockborn Trucking & Excavating, Inc., Wharton, NJ	Bid Amount	$3,362,514.20
Black Rock Enterprises, L.L.C., Old Bridge, NJ	Bid Amount	$3,487,258.86
Intercounty Paving Associates, Inc., Hackettstown, NJ	Bid Amount	$4,539,341.20

Upon review of the bid proposals, we recommend award of contract to **J.A. Alexander, Inc.** in the amount of $2,994,402.40. We respectfully request that a 20% contingency in the amount of $598,880.48 be included in the award in case of unforeseen and unexpected field condition for a total award of $3,593,282.88.

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

Cc: Paul Russo
Vipul Patel
Chris Piersa
Dawn Odom

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
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ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : August 4, 2016

TO : Peter Folgado, Purchasing Director

FROM : Robert Kakoleski, Business Administrator

SUBJECT : **Capital Roadway Program 2016**
RESURFACING-SOUTH CONTRACT, PROJECT NO. 16-011-E
Recommendation of Award of Contract

Please be advised, after careful and thorough review of the bids, I recommend that the contract be awarded to:

J.A. Alexander, Inc.
130 John F. Kennedy Dr. North
Bloomfield, NJ 07003

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **August 17, 2016 Council meeting**.

REQ #	FUNDING	ACCOUNT NUMBER	AMOUNT
0175332	Capital Account – Base	04-215-55-947-990	$1,000,000.00
0175333		04-215-55-945-991	$590,477.00
0175334		04-215-55-948-990	$538,250.00
0175335		04-215-55-860-990	$522,739.34
0175336		04-215-55-903-990	$337,886.76
0175337		04-215-55-842-990	$5,049.30
		TOTAL BASE CONTRACT	**$2,994,402.40**
0175338	Capital Account – Contingency 20%	04-215-55-950-990	$150,000.00
0175628		04-215-55-842-990	$333,208.18
0175339		04-215-55-903-991	$115,672.30
		TOTAL CONTINGENCY CONTRACT	**$598,880.48**
		TOTAL FUNDS REQUESTED	**$3,593,282.88**

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

Attachments
CC: Jose R. Cunha, P.E., C.M.E., Director of Engineering
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst

CITY OF JERSEY CITY
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STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

August 4, 2015

Jose Rebimbas, Proprietor
J. A. Alexander, Inc.
130 John F. Kennedy Dr. North
Bloomfield, NJ 07003

VIA ELECTRONIC MAIL

RE: **Apparent Low Bidder - Conditions of Award**
2016 Capital Roadway Program
Project No. 16-011-E (Resurfacing South)
Project No. 16-013-E (Resurfacing North)

Mr. Rebimbas,

Your firm is the apparent low bidder on both of the aforementioned projects. It is the City's intent to award both contracts at the August 17, 2016 Council meeting. The purpose of this letter is to clearly reiterate certain conditions of award and to gain your understanding of the same in writing.

Pursuant to our conversation on August 2, 2016, you are aware that the City opted to bid the proposed paving of 75 streets into two contracts to ensure that work would be started and proceed continuously in both the North and South halves of the City simultaneously through completion. The contract plans and specifications clearly stated the same. An aggressive contract time for completion of 150 calendar days has been allotted for both contracts. Therefore it is imperative that all 75 streets be completed within the time frame allotted.

You have been presented with the opportunity to select one of the projects as your contract award and to rescind your bid on the other. You have verbally opted to maintain your low bid on both and in turn be awarded both contracts simultaneously. The City fully expects that both of these contracts will be completed prior to winter shut down or year end of 2016, but understands that the 150 calendar day allotment shall govern in this contract.

As stated in the contract specifications, please direct your attention to the following contract excerpts:

- "Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within 150 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time", that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

- Any Bidder whose Proposal is accepted shall be required to execute four (4) copies of the Contract, furnish satisfactory Bonds and Certificates of Insurance to the City within ten (10) calendar days after Notice of Award.

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MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

- The Successful Bidder, upon his failure or refusal to execute and deliver the signed Contract, Bonds and Certificates of Insurance required, within ten (10) calendar days after receipt of the Contract, shall forfeit the Certified Check, Cashier's Check or Bid Bond to the City as liquidated damages for such failure or refusal.

- The damages to the City for breach as above provided will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Proposal of such Bidder shall be retained by the City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose Proposal has been accepted shall fail, refuse or resist to execute the Contract as hereinbefore provided, the City Council may, as their option, determine that such Bidder has abandoned the Contract and thereupon his Proposal and the acceptance thereof shall be null and void; and the City shall be entitled to liquidated damages as above provided.

As previously stated, the intent of this letter is to ensure that J.A. Alexander, Inc. fully understands the City's expectations, the importance of timely completion of these projects and the ramifications of failure to complete within the allotted time frame, prior to accepting the award of both contracts simultaneously.

Kindly sign the below acknowledgement statement and forward back a scanned copy for our record of your receipt and complete understanding of the aforementioned conditions of award.

Sincerely,

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Director of Engineering
City of Jersey City

JRC

Cc: Council President Rolando Lovarro and City Council
Robert Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Raymond Reddington, Assistant Corporation Counsel
Drew Banghart, Supervising Engineer
Paul Russo, Supervising Engineer
Chris Piersa, Senior Engineer

I, **JOSE REBIMBAS**, AS AN EXECUTIVE OFFICER OF THE FIRM **J.A. ALEXANDER, INC.**, HEREBY FULLY ACKNOWLEDGE THE AFOREMENTIONED CONDITIONS OF AWARD.

SIGNATURE

SCHEDULE OF PRICES

ITEM NO. 1 **CONSTRUCTION SIGNS**

1200 S.F. @ $0.01 per Square Foot $ 12.00

One Cent
(Write Unit Price)

ITEM NO. 2 **CONSTRUCTION IDENTIFICATION SIGNS (48"X48")**

2 Units @ $600.00 per Unit $ 1,200.00

Six Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 3 **BREAKAWAY BRRICADES**

20 Units @ $ 0.01 per Unit $ 0.20

One Cent
(Write Unit Price)

ITEM NO. 4 **TRAFFIC DRUMS**

200 Units @ $0.01 per Unit $ 2.00

One Cent
(Write Unit Price)

ITEM NO. 5 **TRAFFIC CONES**

500 Units @ $0.01 per Unit $ 5.00

One Cent
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6 **INLET TYPE 'A' (IF &WHERE DIRECTED)**

1 Unit @ $2,500.00 per Unit $2,500.00

Twenty five Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 7 **INLET TYPE 'B' (IF &WHERE DIRECTED)**

16 Units @ $3,000.00 per Unit $48,000.00

Three Thousand Dollars and 00/100
(Write Unit Price)

ITEM NO. 8 **INLET TYPE 'E' (IF &WHERE DIRECTED)**

2 Units @ $3,200.00 per Unit $6,400.00

Thirty Two Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 9 **RECONSTRUCT INLET, TYPE B, USING EXISTING CASTING (IF & WHERE DIRECTED)**

2 Units @ $250.00 per Unit $500.00

Two Hundred Fifty Dollars and 00/100
(Write Unit Price)

ITEM NO. 10 **RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE DIRECTED)**

35 Units @ $1,200.00 per Unit $42,000.00

Twelve Hundred Dollars and 00/100
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 11 **REPAIRED CATCH BASIN WALL**

400 S.F. @ $ 6.00 per Square Foot $ 2,400.00

Six Dollars and 00/100
(Write Unit Price)

ITEM NO. 12 **RESET INLET W/ NEW FRAME, CURB PIECE, BICYCLE SAFE GRATE**

35 Units @ $ 900.00 per Unit $ 31,500.00

Nine Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 13 **RESET INLET W/ EXIST. FRAME, CURB PIECE, BICYCLE SAFE GRATE**

2 Units @ $ 500.00 per Unit $ 1,000.00

Five Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 14 **DRIVEWAY ACCESS BACKPLATE**

4 Units @ $ 500.00 per Unit $ 2,000.00

Five Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 15 **CURB PIECE TYPE 'N', 6"**

1 Unit @ $ 500.00 per Unit $ 500.00

Five Hundred Dollars and 00/100
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 16 **CURB PIECE TYPE 'N', 8"**

1 Unit @ $500.00 per Unit $500.00

Five Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 17 **INLET FILTER, TYPE 2**

400 Units @ $0.01 per Unit $4.00

One Cent
(Write Unit Price)

ITEM NO. 18 **CATCH BASIN TRAP**

20 Units @ $350.00 per Unit $7,000.00

Three Hundred Fifty Dollars and 00/100
(Write Unit Price)

ITEM NO. 19 **CATCH BASIN WALL PLATE**

20 Units @ $500.00 per Unit $10,000.00

Five Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 20 **12" DIP CLASS 52 (IF & WHERE DIRECTED)**

120 L.F. @ $130.00 per Linear Foot $15,600.00

One Hundred Thirty Dollars and 00/100
(Write Unit Price)

ITEM NO. 21 **16" DIP CLASS 52 (IF & WHERE DIRECTED)**

60 L.F. @ $140.00 per Linear Foot $8,400.00

One Hundred Forty Dollars and 00/100
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 22 **3/4" WASHED GRAVEL PIPE BEDDING**

30 TONS @ $ 40.00 per Ton $ 1,200.00

Forty Dollars and 00/100

(Write Unit Price)

ITEM NO. 23 **9"X20" CONCRETE VERTICAL CURB**

468 L.F. @ $ 35.00 per Linear Foot $ 16,380.00

Thirty Five Dollars and 00/100

(Write Unit Price)

ITEM NO. 24 **CONCRETE SIDEWALK, 4" THICK**

416 S.Y. @ $ 70.00 per Square Yard $ 29,120.00

Seventy Dollars and 00/100

(Write Unit Price)

ITEM NO. 25 **CONCRETE DRIVEWAY, REINFORCED, 6" THICK**

20 S.Y. @ $ 77.00 per Square Yard $ 1,540.00

Seventy Seven Dollars and 00/100

(Write Unit Price)

ITEM NO. 26 **DENSE GRADED AGGREGATE, 4" THICK (IF & WHERE DIRECTED)**

800 C.Y. @ $ 0.01 per Cubic Yard $ 8.00

One Cent

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 27 **ASPHALT PRICE ADJUSTMENT**

Lump Sum $ 7,000.00

Seven Thousand Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 28 **FUEL PRICE ADJUSTMENT**

Lump Sum $ 3,300.00

Three Thousand Three Hundred Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 29 **HMA MILLING, 3" OR LESS**

145,000 S.Y. @ $ 4.00 per Square Yard $ 580,000.00

Four Dollars and 00/100
(Write Unit Price)

ITEM NO. 30 **HMA PATCH**

200 TONS @ $ 0.01 per TON $ 2.00

One Cent
(Write Unit Price)

ITEM NO. 31 **HMA 19M64 BASE COURSE, 6" THICK**

2,600 TONS @ $ 40.00 per TON $ 104,000.00

Forty Dollars and 00/100
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 32 **HMA 9.5M64 SURFACE COURSE, 2" THICK**

19,600 TONS @ $64.50 per TON $1,264,200.00

Sixty Four Dollars and Fifty Cents
(Write Unit Price)

ITEM NO. 33 **GEOTEXTILES, PAVING FABRIC (IF & WHERE DIRECTED)**

5,000 S.Y. @ $4.00 per Square Yard $20,000.00

Four Dollars and 00/100
(Write Unit Price)

ITEM NO. 34 **EXCAVATION, UNCLASSIFIED**

2,400 C.Y. @ $0.01 per Cubic Yard $24.00

One Cent
(Write Unit Price)

ITEM NO. 35 **EXCAVATION TEST PITS**

10 C.Y. @ $0.01 per Cubic Yard $0.10

One Cent
(Write Unit Price)

ITEM NO. 36 **TRAFFIC MARKINGS LINES LONG LIFE THERMOPLASTIC, 4"THICK**

173,400 L.F. @ $0.64 per Linear Foot $110,976.00

Sixty Four Cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 37 **TRAFFIC MARKINGS SYMBOLS LONG LIFE THERMOPLASTIC**

12,000 S.F. @ $ 6.60 per Square Foot $ 79,200.00

Six Dollars and Sixty Cents
(Write Unit Price)

ITEM NO. 38 **REGULATORY TRAFFIC SIGN WITH WITH STEEL POST**

800 S.F. @ $ 55.00 per Square Foot $ 44,000.00

Fifty Five Dollars and 00/100
(Write Unit Price)

ITEM NO. 39 **RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST**

74 Units @ $ 200.00 per Unit $ 14,800.00

Two Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 40 **RELOCATE OR REMOVE EXISTING TRAFFIC SIGN**

35 Units @ $ 175.00 per Unit $ 6,125.00

One Hundred Seventy Five Dollars and 00/100
(Write Unit Price)

ITEM NO. 41 **RESET SEWER MANHOLE, 24" USING NEW CASTING**

250 Units @ $ 800.00 per Unit $ 200,000.00

Eight Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 42 **RESET SEWER MANHOLE, 30" USING NEW CASTING**

10 Units @ $ 900.00 per Unit $ 9,000.00

Nine Hundred Dollars and 00/100
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 43 **RESET WATER VALVE BOX WITH RISER**

400 Units @ $0.01 per Unit $ 4.00

One Cent
(Write Unit Price)

ITEM NO. 44 **RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)**

10 Units @ $0.01 per Unit $ 0.10

One Cent
(Write Unit Price)

ITEM NO. 45 **NEW WATER VALVE BOX ENTIRE ASSEMBLY**

10 Units @ $500.00 per Unit $ 5,000.00

Five Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 46 **NEW WATER VALVE BOX UPPER ASSEMBLY**

10 Units @ $250.00 per Unit $ 2,500.00

Two Hundred Fifty Dollars and 00/100
(Write Unit Price)

ITEM NO. 47 **DECORATIVE CROSSWALK**

1,000 S.F. @ $17.50 per Square Feet $ 17,500.00

Seventeen Dollars and fifty Cents
(Write Unit Price)

ITEM NO. 48 **"NO PARKING DRIVEWAY" TRAFFIC MARKING**

150 Units @ $50.00 per Unit $ 7,500.00

Fifty Dollars and 00/100
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 49 **VIDEO IMAGE DETECTOR, TYPE 1**

4 Units @ $8,500.00 per Unit $34,000.00

Eighty Five Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 50 **VIDEO IMAGE DETECTOR, TYPE 2**

1 Units @ $5,500.00 per Unit $5,500.00

Fifty five Hundred Dollars and 00/100
(Write Unit Price)

ITEM NO. 51 **CELLULAR PHONE SERVICE**

Lump Sum $ 2,000.00

Two Thousand Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 52 **TRAFFIC DIRECTOR, JERSEY CITY POLICE**

Lump Sum $ 250,000.00

Two Hundred and Fifty Thousand Dollars & Zero Cents
(Write Lump Sum Price)

SUBTOTAL (ITEMS 1-52) $2,994,402.40
(In Figures)

Two Million Nine Hundred Ninety Four Thousand Four Hundred Two Dollars and Forty Cents
(Price In Words – Dollars and Cents)

TOTAL BASE BID PRICE

$2,994,402.40
(In Figures)

Two Million Nine Hundred Ninety Four Thousand Four Hundred Two Dollars and Forty Cents
(Price In Words – Dollars and Cents)

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jose M. Rebiedas

Representative's Signature:

Name of Company: J. A. Alexander Tel. No.: 973-680-0220 Date: 7-28-16

City of Jersey City

7/15/2016 6:06 AM

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): Joseph Alexander
Representative's Signature: [signature]
Name of Company: J. A. Alexander Inc.
Tel. No.: 973-680-0220 Date: 7-28-16

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 : J. A Alexander Inc.

Address : 130 John F. Kennedy Dr. NO. - Bloomfield, NJ

Telephone No. : 973-680-0220

Contact Name: Jose D. Rebirchas

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.

City of Jersey City

7/15/2016 6:06 AM

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 : J. A Alexander Inc.

Address : 130 John F. Kennedy Dr. No. Bloomfield, NJ

Telephone No. : 973-680-0220

Contact Name: Jose D. Rebirebas

Please check applicable category :

✓ Minority Owned Business (MBE)

____ Minority & Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

____ Neither

Definitions:

Minority Business Enterprise

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

City of Jersey City

7/15/2016 6:06 AM

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Capital Roadway Program 2016 Resurfacing South # 16-011-E

Contractor: J. A Alexander Inc. Bid Amt. $ 2,994,402.40

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

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Electric	$39,000.00			✓
Striping	$195,000.00			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Capital Roadway Program 2016 Resurfacing South # 16-011-E.

Contractor: J. A Alexander Inc. Bid Amt. $ 2,994,402.40

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

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
~~[illegible]~~ (JDK)		Minority	Woman	Neither
Electric	$39,000.00			✓
Striping	$195,000.00			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Capital Project Roadway Program 2016 Resurfacing - South

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx $ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electric	Tiffany Electric 3 Edison Pl. Fairfield, NJ	$39,000.00			✓
Striping	499 Rockaway Rd Parsippany, NJ	$195,000.00			✓

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

We Give Every business the opportunity to work with us. We'll accept quotes from all business that meet State Requirements.

Name of Contractor

By: Signature

Type or print name/title: Jose D. Rebirebas, President

Telephone No: 973-680-0220 Date 7-28-16

For City Use:

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

By _____ Date: _____

MWBE Page 3 Project Capital Roadway Program 2016 Resurfacing - South

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. $ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electric	Tiffany Electric 3 Edison Pl. Fairfield, NJ	$39,000.00			✓
Striping	499 Foreidy Rd Parsippany, NJ	$195,000.00			✓

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

We Give Every business the opportunity to work with us. We'll accept Quotes from all business tha meet state requirements.

Name of Contractor

By: Signature

Type or print name/title: Jose D. Rebimbas, President

Telephone No: 973-680-0220 Date 7-28-16

For City Use:

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

By _____ Date: _____

PURCHASING COPY

Certificate Number
68617

Registration Date: 04/11/2016
Expiration Date: 04/10/2018

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:

J.A. Alexander, Inc.

2016

Responsible Representative(s):
Jose D Rebimbas, President

Harold J. Wirths

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 237
TRENTON NJ 08646-0252

TAXPAYER NAME:
J. A. ALEXANDER, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
0068626

ADDRESS:
130 JFK DRIVE NORTH
BLOOMFIELD NJ 07003

ISSUANCE DATE:
07/23/04

EFFECTIVE DATE:
01/04/79

Acting Director

FORM-BRC(08-01)

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

Certification 23505

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-2011 to 15-AUG-2018

J.A. ALEXANDER, INC.
130 JOHN F. KENNEDY DR.
N. BLOOMFIELD NJ 07003

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 16.574

Agenda No. 10.Z.33

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A ALEXANDER INC FOR CAPITAL ROADWAY PROGRAM 2016 RESURFACING-NORTH CONTRACT, PROJECT NO. 16-013-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Capital Roadway Program 2016 Resurfacing-North Contract, Project No. 16-013-E** for the Department of Administration/ Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **(5) Bids**, the lowest responsible bid being that from **J.A Alexander Inc, 130 John F. Kennedy Sr. North, Bloomfield, NJ 07003** in the total bid amount of **Two Millions, Seven Hundred Twenty Five Thousand, Nine Hundred Seventy Eight ($2,725,978.51) Dollars and Fifty One Cents**; and

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

WHEREAS, the sum of **Two Millions, Seven Hundred Twenty Five Thousand, Nine Hundred Seventy Eight ($2,725,978.51) Dollars and Fifty One Cents** are available in **Capital Accts #04-215-55-945-990, #04-215-55-536-990, #04-215-55-859-990, #04-215-55-536-991, #04-215-55-830-990, #04-215-55-211-990, and #04-215-55-859-991**;and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-945-990	121930	Capital Acct	$2,529,328.14
04-215-55-536-990	121931	Capital Acct	$151,919.76
04-215-55-859-990	121932	Capital Acct	$14,807.91
04-215-55-536-991	121933	Capital Acct	$12,340.24
04-215-55-830-990	121934	Capital Acct	$9,035.73
04-215-55-211-990	121935	Capital Acct	$6,287.05
04-215-55-859-991	121936	Capital Acct	$2,259.68
		Total Contract	$2,725,978.51
04-215-55-945-990	121937	Capital Acct Contingency	$545,195.70
		Total Encumbrance	$3,271,174.21

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 bid of the aforementioned **J.A Alexander, Inc** 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

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

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.574

Agenda No. 10.Z.33 AUG 17 2016

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A ALEXANDER INC FOR CAPITAL ROADWAY PROGRAM 2016 RESURFACING-NORTH CONTRACT, PROJECT NO. 16-013-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

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 shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-945-990	121930	Capital Acct	$2,529,328.14
04-215-55-536-990	121931	Capital Acct	$151,919.76
04-215-55-859-990	121932	Capital Acct	$14,807.91
04-215-55-536-991	121933	Capital Acct	$12,340.24
04-215-55-830-990	121934	Capital Acct	$9,035.73
04-215-55-211-990	121935	Capital Acct	$6,287.05
04-215-55-859-991	121936	Capital Acct	$2,259.68
		Total Contract	$2,725,978.51
04-215-55-945-990	121937	Capital Acct Contingency	$545,195.70
		Total Encumbrance	$3,271,174.21

Approved by _____ for Peter Folgado, Director of Purchasing, QPA

PF/pc
8/9/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 **J.A. Alexander, Inc.** for Capital Roadway Program 2016, RESURFACING-NORTH CONTRACT, PROJECT NO.: 16-013-E for Department of Administration, Division of Engineering, Traffic and Transportation.

Project Manager

Department/Division	Department of Administration	Engineering, Traffic & Transportation
Name/Title	Paul Russo, P.E.	Supervising Engineer
Phone/email	201-547-4411	PRusso@jcnj.org & Jcunha@jcnj.org

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

Contract Purpose

In conjunction with the "ADA Ramps-North" contract currently under construction, the "Resurfacing-North" contract will continue to enhance pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community. The scope of work includes improvements to roadway pavement surfaces, crosswalks, and stormwater drainage throughout Jersey City.

Cost (Identify all sources and amounts)

City Capital	Base contract	0175325 Modified	$2,529,328.14
		0175326	$151,919.76
		0175327	$14,807.91
		0175328	$12,340.24
		0175329	$9,035.73
		0175330	$6,287.05
		0175331	$2,259.68
City Capital	Contingency 20%	0175630	$545,195.70
	TOTAL		**$3,271,174.21**

Contract term (Include all proposed renewals)

150 Calendar Days after issuance of Notice to Proceed

Type of award..... Public Bid Award
If "Other Exception", enter type..... N/A

Additional Information

The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There were five (5) bidders:

Contractor	Bid Amount
J.A. Alexander, Inc., Bloomfield, NJ.....	**$2,725,978.51**
Smith-Sondy Asphalt Construction Co., Inc., Wallington, NJ.....	$3,060,556.86
Rockborn Trucking & Excavation, Inc., Wharton, NJ.....	$3,099,815.60
Black Rock Enterprises, L.L.C., Old Bridge, NJ.....	$3,302,484.32
Intercounty Paving Associates, Inc., Hackettstown, NJ.....	$4,320,732.00

I certify that all the facts presented herein are accurate.

Robert J. Kakoleski **Date**
Business Administrator

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

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. _____ PO # 121930, 121931, 121932, 121933, 12193

DEPT/DIV: Admin/Arch, Eng, Traff & Transp. SUBJ: Capital Roadway Program 2016, Resurfacing North Project No. 16-013-E

GOODS & SERVICES NON BIDS

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

BIDS

	Good & Services	Construcion	RFP'S	RFQ'S	Resolution
Proposal Page/Amounts		X			X
EEO/AA Compliance		X			
BRC/Validation		X			
Certification Regarding Suspension/Debarment		X			
Legislative Fact Sheet/ Determination of Value		X			

Notes:

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | 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	:	August 4, 2016
TO	:	Rolando L. Lavarro Jr., Council President and Council Members
CC	:	Robert Kakoleski, Business Administrator
FROM	:	Jose R. Cunha, P.E., Municipal Engineer
SUBJECT	:	**Award of Capital Roadway Program 2016 RESURFACING-NORTH CONTRACT, PROJECT NO. 16-013-E to J.A. Alexander, Inc.**

In conjunction with the "ADA Ramps-North" contract currently under construction, the "Resurfacing-North" contract will continue to enhance pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community. The scope of work includes improvements to roadway pavement surfaces, crosswalks, and stormwater drainage throughout Jersey City.

On July 28, 2016 the Jersey City Division of Purchasing received five (5) bids for the above contract. J.A. Alexander, Inc. is the apparent, responsible low bidder.

In the best interest of the City, the Division of Engineering has accepted the low bid from J.A. Alexander, Inc. in the amount of $ 2,725,978.51. This amount is approximately 26% below the Engineer's Estimate amount of $ 3,672,975.00.

Regards,

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

CITY OF JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4411 | F: 201 547-4412

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : August 4, 2016

FROM : Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

TO : Robert Kakoleski, Business Administrator

SUBJECT : **CAPITAL ROADWAY PROGRAM 2016**
RESURFACING-NORTH CONTRACT, PROJECT NO.16-013-E
Recommendation of Award of Contract

Engineering has received five (5) bids for the above subjected Project on Thursday, July 28, 2016:

J.A. Alexander, Inc., Bloomfield, NJ	Bid Amount	$2,725,978.51
Smith-Sondy Asphalt Const. Co., Inc., Wallington, NJ	Bid Amount	$3,060,556.86
Rockborn Trucking & Excavating, Inc., Wharton, NJ	Bid Amount	$3,099,815.60
Black Rock Enterprises, L.L.C., Old Bridge, NJ	Bid Amount	$3,302,484.32
Intercounty Paving Associates, Inc., Hackettstown, NJ	Bid Amount	$4,320,732.00

Upon review of the bid proposals, we recommend award of contract to **J.A. Alexander, Inc.** in the amount of $2,725,978.51. We respectfully request that a 20% contingency in the amount of $545,195.70 be included in the award in case of unforeseen and unexpected field condition for a total award of $3,271,174.21.

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

Cc: Paul Russo
Vipul Patel
Chris Piersa
Dawn Odom

CITY OF JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | 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 : August 4, 2016

TO : Peter Folgado, Purchasing Director

FROM : Robert Kakoleski, Business Administrator

SUBJECT : **Capital Roadway Program 2016**
RESURFACING-NORTH CONTRACT, PROJECT NO. 16-013-E
Recommendation of Award of Contract

Please be advised, after careful and thorough review of the bids, I recommend that the contract be awarded to:

J.A. Alexander, Inc.
130 John F. Kennedy Dr. North
Bloomfield, NJ 07003

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **August 17, 2016 Council meeting**.

REQ #	FUNDING	ACCOUNT NUMBER	AMOUNT
0175325	Capital Account – Base	04-215-55-945-990	$2,529,328.14
0175326		04-215-55-536-990	$151,919.76
0175327		04-215-55-859-990	$14,807.91
0175328		04-215-55-536-991	$12,340.24
0175329		04-215-55-830-990	$9,035.73
0175330		04-215-55-211-990	$6,287.05
0175331		04-215-55-859-991	$2,259.68
		TOTAL BASE CONTRACT	**$2,725,978.51**
0175630	Capital Account – Contingency 20%	04-215-55-945-990	$545,195.70
		TOTAL CONTINGENCY CONTRACT	**$545,195.70**
		TOTAL FUNDS REQUESTED	**$3,271,174.21**

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

Attachments
CC: Jose R. Cunha, P.E., C.M.E., Director of Engineering
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst

CITY OF JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4411 | F: 201 547-4412

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : August 4, 2016

FROM : Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

TO : Robert Kakoleski, Business Administrator

SUBJECT : **CAPITAL ROADWAY PROGRAM 2016**
RESURFACING-NORTH CONTRACT, PROJECT NO.16-013-E
Recommendation of Award of Contract

Engineering has received five (5) bids for the above subjected Project on Thursday, July 28, 2016:

J.A. Alexander, Inc., Bloomfield, NJ	Bid Amount	$2,725,978.51
Smith-Sondy Asphalt Const. Co., Inc., Wallington, NJ	Bid Amount	$3,060,556.86
Rockborn Trucking & Excavating, Inc., Wharton, NJ	Bid Amount	$3,099,815.60
Black Rock Enterprises, L.L.C., Old Bridge, NJ	Bid Amount	$3,302,484.32
Intercounty Paving Associates, Inc., Hackettstown, NJ	Bid Amount	$4,320,732.00

Upon review of the bid proposals, we recommend award of contract to **J.A. Alexander, Inc.** in the amount of $2,725,978.51. We respectfully request that a 20% contingency in the amount of $545,195.70 be included in the award in case of unforeseen and unexpected field condition for a total award of $3,271,174.21.

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

Cc: Paul Russo
Vipul Patel
Chris Piersa
Dawn Odom

CITY OF JERSEY CITY
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STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
ACTING ADMINISTRATOR

August 4, 2015

Jose Rebimbas, Proprietor
J. A. Alexander, Inc.
130 John F. Kennedy Dr. North
Bloomfield, NJ 07003

VIA ELECTRONIC MAIL

RE: Apparent Low Bidder - Conditions of Award
2016 Capital Roadway Program
Project No. 16-011-E (Resurfacing South)
Project No. 16-013-E (Resurfacing North)

Mr. Rebimbas,

Your firm is the apparent low bidder on both of the aforementioned projects. It is the City's intent to award both contracts at the August 17, 2016 Council meeting. The purpose of this letter is to clearly reiterate certain conditions of award and to gain your understanding of the same in writing.

Pursuant to our conversation on August 2, 2016, you are aware that the City opted to bid the proposed paving of 75 streets into two contracts to ensure that work would be started and proceed continuously in both the North and South halves of the City simultaneously through completion. The contract plans and specifications clearly stated the same. An aggressive contract time for completion of 150 calendar days has been allotted for both contracts. Therefore it is imperative that all 75 streets be completed within the time frame allotted.

You have been presented with the opportunity to select one of the projects as your contract award and to rescind your bid on the other. You have verbally opted to maintain your low bid on both and in turn be awarded both contracts simultaneously. The City fully expects that both of these contracts will be completed prior to winter shut down or year end of 2016, but understands that the 150 calendar day allotment shall govern in this contract.

As stated in the contract specifications, please direct your attention to the following contract excerpts:

- "Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within 150 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time", that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

- Any Bidder whose Proposal is accepted shall be required to execute four (4) copies of the Contract, furnish satisfactory Bonds and Certificates of Insurance to the City within ten (10) calendar days after Notice of Award.

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MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

- The Successful Bidder, upon his failure or refusal to execute and deliver the signed Contract, Bonds and Certificates of Insurance required, within ten (10) calendar days after receipt of the Contract, shall forfeit the Certified Check, Cashier's Check or Bid Bond to the City as liquidated damages for such failure or refusal.

- The damages to the City for breach as above provided will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Proposal of such Bidder shall be retained by the City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose Proposal has been accepted shall fail, refuse or resist to execute the Contract as hereinbefore provided, the City Council may, as their option, determine that such Bidder has abandoned the Contract and thereupon his Proposal and the acceptance thereof shall be null and void; and the City shall be entitled to liquidated damages as above provided.

As previously stated, the intent of this letter is to ensure that J.A. Alexander, Inc. fully understands the City's expectations, the importance of timely completion of these projects and the ramifications of failure to complete within the allotted time frame, prior to accepting the award of both contracts simultaneously.

Kindly sign the below acknowledgement statement and forward back a scanned copy for our record of your receipt and complete understanding of the aforementioned conditions of award.

Sincerely,

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Director of Engineering
City of Jersey City

JRC

Cc: Council President Rolando Lovarro and City Council
Robert Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Raymond Reddington, Assistant Corporation Counsel
Drew Banghart, Supervising Engineer
Paul Russo, Supervising Engineer
Chris Piersa, Senior Engineer

I, **JOSE REBIMBAS**, AS AN EXECUTIVE OFFICER OF THE FIRM J.A. ALEXANDER, INC., HEREBY FULLY ACKNOWLEDGE THE AFOREMENTIONED CONDITIONS OF AWARD.

SIGNATURE

SCHEDULE OF PRICES

ITEM NO. 1 **CONSTRUCTION SIGNS**

1,300 S.F. @ $0.01 per Square Foot $ 13.00

One cent
(Write Unit Price)

ITEM NO. 2 **CONSTRUCTION IDENTIFICATION SIGNS (48"X48")**

2 Units @ $600.00 per Unit $ 1,200.00

Six hundred Dollars
(Write Unit Price)

ITEM NO. 3 **BREAKAWAY BRRICADES**

20 Units @ $0.01 per Unit $ 0.20

One cent
(Write Unit Price)

ITEM NO. 4 **TRAFFIC DRUMS**

200 Units @ $0.01 per Unit $ 2.00

One cent
(Write Unit Price)

ITEM NO. 5 **TRAFFIC CONES**

500 Units @ $0.01 per Unit $ 5.00

One cent
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6 **INLET TYPE 'A' (IF &WHERE DIRECTED)**

2 Unit @ $2,500 per Unit $ 5,000.00 JDE

Two thousand, Five hundred dollars.
(Write Unit Price)

ITEM NO. 7 **INLET TYPE 'B' (IF &WHERE DIRECTED)**

15 Units @ $3,000.00 per Unit $ 45,000.00

Three thousand Dollars
(Write Unit Price)

ITEM NO. 8 **INLET TYPE 'E' (IF &WHERE DIRECTED)**

2 Units @ $3,200.00 per Unit $ 6,400.00

Three thousand, Two hundred dollars.
(Write Unit Price)

ITEM NO. 9 **RECONSTRUCT INLET, TYPE B, USING EXISTING CASTING (IF & WHERE DIRECTED)**

2 Units @ $250.00 per Unit $ 500.00

Two hundred and fifty dollars.
(Write Unit Price)

ITEM NO. 10 **RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE DIRECTED)**

12 Units @ $1,100.00 per Unit $ 13,200.00

one thousand, one hundred Dollars.
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 11 **REPAIRED CATCH BASIN WALL**

450 S.F. @ $ 6.00 per Square Foot $ 2,700.00

Six Dollars
(Write Unit Price)

ITEM NO. 12 **RESET INLET W/ NEW FRAME, CURB PIECE, BICYCLE SAFE GRATE**

46 Units @ $ 850.00 per Unit $ 39,100.00

Eight hundred and fifty Dollars
(Write Unit Price)

ITEM NO. 13 **RESET INLET W/ EXIST. FRAME, CURB PIECE, BICYCLE SAFE GRATE**

3 Units @ $ 500.00 per Unit $ 1,500.00

Five hundred Dollars
(Write Unit Price)

ITEM NO. 14 **DRIVEWAY ACCESS BACKPLATE**

5 Units @ $ 500.00 per Unit $ 2,500.00

Five hundred Dollars
(Write Unit Price)

ITEM NO. 15 **CURB PIECE TYPE 'N', 6"**

2 Unit @ $ 500.00 per Unit $ 1,000.00

Five hundred Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 16 **CURB PIECE TYPE 'N', 8"**

2 Unit @ $500.00 per Unit $1,000.00

Five hundred Dollars
(Write Unit Price)

ITEM NO. 17 **INLET FILTER, TYPE 2**

1,500 Units @ $0.01 per Unit $15.00

one cent
(Write Unit Price)

ITEM NO. 18 **CATCH BASIN TRAP**

20 Units @ $350.00 per Unit $7,000.00

Three hundred and fifty Dollars
(Write Unit Price)

ITEM NO. 19 **CATCH BASIN WALL PLATE**

20 Units @ $500.00 per Unit $10,000.00

Five hundred Dollars
(Write Unit Price)

ITEM NO. 20 **12" DIP CLASS 52 (IF & WHERE DIRECTED)**

120 L.F. @ $130.00 per Linear Foot $15,600.00

One hundred and thirty Dollars.
(Write Unit Price)

ITEM NO. 21 **16" DIP CLASS 52 (IF & WHERE DIRECTED)**

40 L.F. @ $140.00 per Linear Foot $5,600.00

One hundred and fourty Dollars.
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 22 **3/4" WASHED GRAVEL PIPE BEDDING**

30 TONS @ $ 40.00 per Ton $ 1,200.00

Fourty Dollars
(Write Unit Price)

ITEM NO. 23 **9"X20" CONCRETE VERTICAL CURB**

450 L.F. @ $ 35.00 per Linear Foot $ 15,750.00

Thirty Five Dollars
(Write Unit Price)

ITEM NO. 24 **CONCRETE SIDEWALK, 4" THICK**

450 S.Y. @ $ 70.00 per Square Yard $ 31,500.00

Seventy Dollars
(Write Unit Price)

ITEM NO. 25 **CONCRETE DRIVEWAY, REINFORCED, 6" THICK**

45 S.Y. @ $ 77.00 per Square Yard $ 3,465.00

Seventy Seven Dollars
(Write Unit Price)

ITEM NO. 26 **DENSE GRADED AGGREGATE, 4" THICK (IF & WHERE DIRECTED)**

710 C.Y. @ $ 0.01 per Cubic Yard $ 7.10

One cent
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 27 **ASPHALT PRICE ADJUSTMENT**

Lump Sum $ 6,300.00

Six Thousand Three Hundred Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 28 **FUEL PRICE ADJUSTMENT**

Lump Sum $ 3,000.00

Three Thousand Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 29 **HMA MILLING, 3" OR LESS**

129,070 S.Y. @ $ 4.00 per Square Yard $ 516,280.00

Four Dollars
(Write Unit Price)

ITEM NO. 30 **HMA PATCH**

200 TONS @ $ 0.01 per TON $ 2.00

One Cent
(Write Unit Price)

ITEM NO. 31 **HMA 19M64 BASE COURSE, 6" THICK**

2,323 TONS @ $ 40.00 per TON $ 92,920.00

Fourty Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 32 **HMA 9.5M64 SURFACE COURSE, 2" THICK**

17,424 TONS @ $64.50 per TON $ 1,123,848.00

Sixty Four Dollars and fifty cents
(Write Unit Price)

ITEM NO. 33 **GEOTEXTILES, PAVING FABRIC (IF & WHERE DIRECTED)**

5,000 S.Y. @ $3.00 per Square Yard $ 15,000.00

Three Dollars
(Write Unit Price)

ITEM NO. 34 **EXCAVATION, UNCLASSIFIED**

2,151 C.Y. @ $0.01 per Cubic Yard $ 21.51

One Cent
(Write Unit Price)

ITEM NO. 35 **EXCAVATION TEST PITS**

10 C.Y. @ $0.01 per Cubic Yard $ 0.10

One Cent
(Write Unit Price)

ITEM NO. 36 **TRAFFIC MARKINGS LINES LONG LIFE THERMOPLASTIC, 4"THICK**

158,000 L.F. @ $0.64 per Linear Foot $ 101,120.00

Sixty Four Cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 37 **TRAFFIC MARKINGS SYMBOLS LONG LIFE THERMOPLASTIC**

11,000 S.F. @ $ 6.60 per Square Foot $ 72,600.00

Six Dollars and sixty Cents
(Write Unit Price)

ITEM NO. 38 **REGULATORY TRAFFIC SIGN WITH WITH STEEL POST**

800 S.F. @ $ 50.00 per Square Foot $ 40,000.00

Fifty Dollars
(Write Unit Price)

ITEM NO. 39 **RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST**

80 Units @ $ 200.00 per Unit $ 16,000.00

Two hundred Dollars
(Write Unit Price)

ITEM NO. 40 **RELOCATE OR REMOVE EXISTING TRAFFIC SIGN**

35 Units @ $ 175.00 per Unit $ 6,125.00

One hundred and seventy Five
(Write Unit Price) Dollars

ITEM NO. 41 **RESET SEWER MANHOLE, 24" USING NEW CASTING**

240 Units @ $ 725.00 per Unit $ 174,000.00

seven hundred and Twenty Five
(Write Unit Price) Dollars

ITEM NO. 42 **RESET SEWER MANHOLE, 30" USING NEW CASTING**

10 Units @ $ 900.00 per Unit $ 9,000.00

nine hundred Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 43 **RESET WATER VALVE BOX WITH RISER**

450 Units @ $0.01 per Unit $ 4.50

One cent
(Write Unit Price)

ITEM NO. 44 **RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)**

10 Units @ $0.01 per Unit $ 0.10

One cent
(Write Unit Price)

ITEM NO. 45 **NEW WATER VALVE BOX ENTIRE ASSEMBLY**

10 Units @ $300.00 per Unit $ 5,000.00

Five hundred Dollars
(Write Unit Price)

ITEM NO. 46 **NEW WATER VALVE BOX UPPER ASSEMBLY**

10 Units @ $250.00 per Unit $ 2,500.00

Two hundred and fifty Dollars
(Write Unit Price)

ITEM NO. 47 **DECORATIVE CROSSWALK**

2,000 S.F. @ $17.50 per Square Feet $35,000.00

Seventeen Dollars and fifty cents
(Write Unit Price)

ITEM NO. 48 **"NO PARKING DRIVEWAY" TRAFFIC MARKING**

150 Units @ $50.00 per Unit $ 7,500.00

Fifty Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 49 **VIDEO IMAGE DETECTOR, TYPE 1**

4 Units @ $8,500.00 per Unit $34,000.00

Eight Thousand and Five
(Write Unit Price) hundred Dollars

ITEM NO. 50 **VIDEO IMAGE DETECTOR, TYPE 2**

1 Units @ $4,500.00 per Unit $4,500.00

Four Thousand, Five hundred Dollars.
(Write Unit Price)

ITEM NO. 51 **CELLULAR PHONE SERVICE**

Lump Sum $ 2,000.00

Two Thousand Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 52 **TRAFFIC DIRECTOR, JERSEY CITY POLICE**

Lump Sum $ 250,000.00

Two Hundred and Fifty Thousand Dollars & Zero Cents
(Write Lump Sum Price)

SUBTOTAL (ITEMS 1-52) $2,725,978.51
(In Figures)

Two million, seven hundred and twenty five thousand nine hundred and seventy eight ~~Dollars~~ Dollars and fifty one Cents
(Price In Words – Dollars and Cents)

TOTAL BASE BID PRICE

$ 2,725,978.51
(In Figures)

Two million, seven hundred and twenty five thousand nine hundred and seventy eight Dollars and fifty one cents.
(Price In Words – Dollars and Cents)

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jose D. Rodrigues, President

Representative's Signature:

Name of Company: J. A Alexander Tel. No.: 973-680-0220 Date: 9-28-16

City of Jersey City

7/15/2016 6:06 AM

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): Jose A. Rebiteras, President
Representative's Signature: [signature]
Name of Company: J. A. Alexander Inc.
Tel. No.: 973-680-0220 Date: 6-28-16

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 : J. A Alexander Inc.

Address : 130 John F. Kennedy Dr. No. Bloomfield, NJ

Telephone No. : 973-680-0220

Contact Name: Jose D. Rebimbas

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.

City of Jersey City

7/15/2016 6:06 AM

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 : J. A Alexander Inc.

Address : 130 John F Kennedy Dr. NO. Bloomfield, NJ

Telephone No. : 973-680-0220

Contact Name: Jose D- Rebirchas

Please check applicable category :

✓ Minority Owned Business (MBE) ____ Minority & Woman Owned Business (MWBE)

____ Woman Owned business (WBE) ____ Neither

Definitions:

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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

7/15/2016 6:06 AM

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Capital Roadway Program 2016 Resurfacing - North 16-013-E

Contractor: J. A Alexander Inc. Bid Amt. $ 2,725,978.51

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

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Electric	$39,000.00			✓
Striping	$196,000.00			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter).

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Capital Roadway Program 2016 Resurfacing North #16-013-E

Contractor: J. A Alexander Inc. Bid Amt. $ 2,725,978.51

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

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Electric	$39,000.00			✓
Striping	$196,000.00			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Capital Roadway Program 2016 Resurfacing north

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx $ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electric	Tiffany Electric 3 Edison Pl Fairfield, NJ	$39,000.00			✓
Striping	489 Toteray Rd Parsippany, NJ	$196,000.00			✓

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

We Give Every bussiness the opportunity to work with us. We'll accept quotes from all the Bussiness that meet state Requirements

Name of Contractor

By: Signature

Type or print name/title: Jose D. Rebirebas, President

Telephone No: 973-680-0220 Date 7-28-16

For City Use:

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

By_____ Date: _____

MWBE Page 3 Project Capital Roadway Program 2016 Resurfacing North

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. $ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electric	Tiffany Electric 3 Edison Pl Fairfield, NJ	$39,000.00			✓
Striping	499 Poteray Rd Parsippany, NJ	$196,000.00			✓

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

We give every bussiness the opportunity to work with us. We'll accept quotes from all business that meet state requirements

Name of Contractor

By: Signature

Type or print name/title: Jose D. Pebiches, President

Telephone No: 973-680-0220 Date 7-28-16

For City Use:

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

By _____ Date: _____

PURCHASING COPY

Revised 04/2013

"New Jersey Business Registration Requirements"
For Construction Contracts

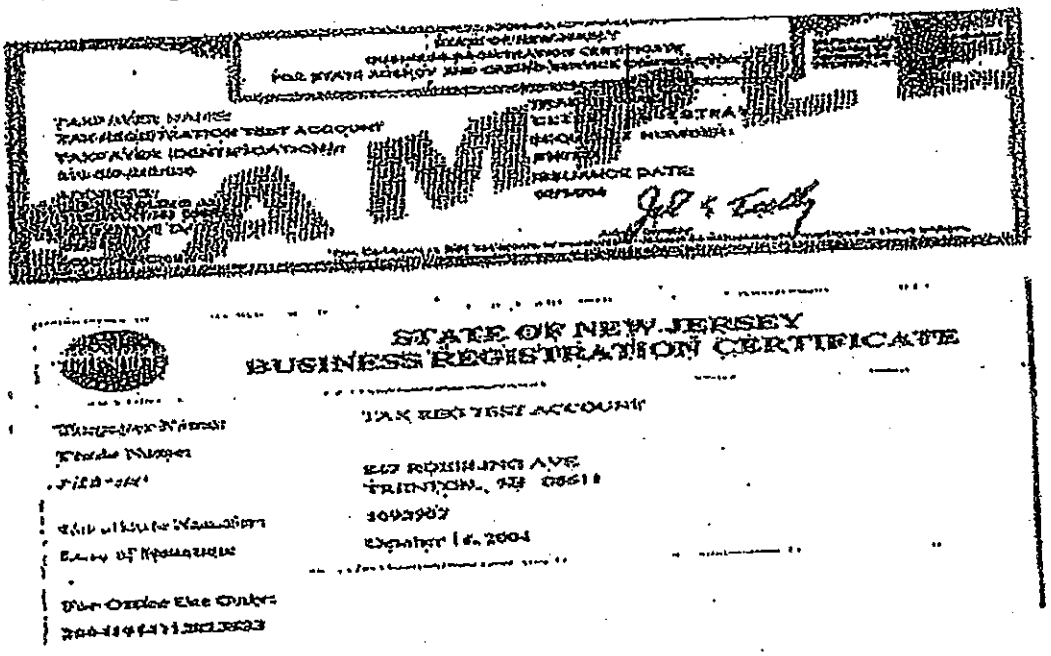
& Please see attached &

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."



Certificate Number
68617

Registration Date: 04/11/2016
Expiration Date: 04/10/2018

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:

J.A. Alexander, Inc.

2016

Responsible Representative(s):
Jose D Rebimbas, President

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.

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:
J. A. ALEXANDER, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-259-527/000

SEQUENCE NUMBER:
0088626

ADDRESS:
130 JFK DRIVE NORTH
BLOOMFIELD NJ 07003

ISSUANCE DATE:
07/23/04

EFFECTIVE DATE:
01/04/79

FORM-BRC(08-01)

Acting Director

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

Certification 23505

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-2011 to 15-AUG-2018

J.A. ALEXANDER, INC.
130 JOHN F. KENNEDY DR.
N. BLOOMFIELD NJ 07003

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 16.575

Agenda No. 10.Z.34

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH AVIDXCHANGE, INC. FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) manages over 1,000 separate monthly bills for electricity and natural gas use in municipal facilities; and

WHEREAS, the New Jersey Energy Tracking and Bill Management System can assist the City in its goals of paying bills, saving energy and improving business operations by performing analysis on energy usage by building to implement energy conservation measures; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Resolution 15.529 approved on July 15, 2015 authorized the City of Jersey City (City) to enter into an Joint Agreement with AvidXChange Inc. to track and pay the City's electric and gas bills; and

WHEREAS, AvidXChange Inc., 1111 Metropolitan Avenue, Charlotte, North Carolina 28204 is in possession of State Contract A88207, and will provide energy tracking and bill management system; and

WHEREAS, funds are available for this contract in the **Operating Account**;

Acct #	P.O. #	State Contract	Total Contract
01-201-31-430-303	121927	A88207	$2,300,000.00
01-201-31-431-303	121928	A88207	$1,950,000.00
			$4,250,000.00

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 contract is awarded to AvidXChange Inc. for providing an energy tracking and bill management system.

2. The total contract amount is $4,250,000.00.

3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

4. The term of the contract shall be for a period of (8) months effective April 1, 2016 through December 31, 2016.

(Continued on page 2)

City Clerk File No. Res. 16.575

Agenda No. 10.Z.34

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH AVIDXCHANGE, INC FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

6. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **Operating Account**.

Acct #	P.O. #	State Contract	Total Contract
01-201-31-430-303	121927	A88207	$2,300,000.00
01-201-31-431-303	121928	A88207	$1,950,000.00
			$4,250,000.00

Approved by: _____ 8/9/16

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
8/9/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 WITH AVIDXCHANGE, INC FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

Initiator

Department/Division	Administration	Purchasing
Name/Title	Peter Folgado	Director
Phone/email	peterf@jcnj.org	201-547-4896

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

Resolution Purpose

City of Jersey City (City) manages over 1,000 separate monthly bills for electricity and natural gas use in municipal facilities; and

New Jersey Energy Tracking and Bill Management System can assist the City in its goals of paying bills, saving energy and improving business operations by performing analysis on energy usage by building to implement energy conservation measures

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Signature of Purchasing Director **Date** 8/9/16

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1827150 FOR AVIDXCHANGE,INC. IS VALID.

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1827150 FOR AVIDXCHANGE,INC. IS VALID.

Method of Operation for

Energy Tracking and Bill Management System

T-2605

1.0 PURPOSE AND INTENT

The purpose of this Contract is to provide EPA Energy Star Automated Benchmarking Services for energy bill auditing, bill consolidation and bill payment services, development and management of a comprehensive energy relational database and online reporting system. This online relational database will be used by all Participants for tracking consumption and cost of electricity, natural gas, fuel oil, diesel fuel, propane, water, sewer, chilled water, steam and hot water. Participation in the Energy Tracking and Bill Management System is mandated by State Circular for all State Departments in the Executive Branch and is also utilized by the New Jersey Transit. The contract is be open to Cooperative Purchasing, municipalities, counties, colleges, fire districts and school districts.

The Energy Tracking and Bill Management System and services provides Participants track energy usage and cost at the individual building, facility or operation level, verify the accuracy of energy bills, resolve billing errors with energy providers, ensure payment of its energy bills promptly and accurately, produce meaningful consumption and cost reports with weather normalized data, produce energy cost accounting reports, facilitate energy budgeting, determine official Energy Star scores for eligible buildings, and identify opportunities for reducing energy consumption, increasing energy efficiency, reducing energy costs and reducing greenhouse gas emissions. In addition, comprehensive review of electricity accounts for proper LDC tariff utilization or classification shall be performed when requested by a Participant.

This Contract was awarded to Energy Solve/Avid Exchange as a Joint Venture. The Contract itself is in Avid Exchange's name, however both parties are jointly responsible for the services provided under this contract.

Contact information for Energy Solve is listed below:
Mr. S. Lynn Sutcliffe
CEO
EnergySolve
One Executive Drive, Suite 401
Somerset, New Jersey 07924
732.748.4200 (direct)
lsutcliffe@energysolve.com
www.energysolve.com

Method of Operation for

Energy Tracking and Bill Management System

T-2605

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732.748.4200 (direct)
lsutcliffe@energysolve.com
www.energysolve.com

Method of Operation for

Energy Tracking and Bill Management System

T-2605

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Contact information for Energy Solve is listed below:
Mr. S. Lynn Sutcliffe
CEO
EnergySolve
One Executive Drive, Suite 401
Somerset, New Jersey 07924
732.748.4200 (direct)
lsutcliffe@energysolve.com
www.energysolve.com

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

City Clerk File No. Res. 15.529

Agenda No. 10.Z.3

Approved: JUL 15 2015

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH AVIDXCHANGE, INC FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

agreement also

WHEREAS, the City manages over 1,000 separate monthly bills for electricity and natural gas use in municipal facilities; and

WHEREAS, the utilities providing electricity and natural gas to the City persist in sending paper bills; and

WHEREAS, the New Jersey Energy Tracking and Bill Management System can assist the City in its goals of saving energy and improving business operations; and

WHEREAS, pursuant to Local Public Contracts Law N.J.S.A 40A:11-12 allowing municipalities to use state contract without public bidding; and

WHEREAS, AvidXchange, Inc. being in possession of state contract number A88207 for the New Jersey Energy Tracking and Bill Management System; and

WHEREAS, AvidXchange, Inc. will set up monthly bills in a database, process and pay utility bills after checking for billing errors, and perform a tariff analysis to assure the City is receiving the appropriate rates; and

WHEREAS, AvidXchange, Inc has submitted a proposal in the amount of $53,520 for the first year, and $44,640/year for subsequent years; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, this award of contract is contingent upon sufficient funds being appropriated in the CY2015 temporary and permanent budgets in the following account:

Department/Division
Acct NO. 01-201-31-433-314 $53,520.00

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

1. The Mayor and/or Business Administrator is authorized to execute a contract with AvidXchange, Inc.

Continuation of Resolution _____

Pg. # 2

City Clerk File No. Res. 15.529

Agenda No. 10.Z.3 JUL 15 2015

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH AVIDXCHANGE, INC FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

2. This contract is awarded without advertising for bids pursuant to N.J.S.A 40A:11-12 because AvidXchange, Inc. holds State Contract No. A88207.

3. This contract is awarded for a term of 2 years.

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 CY 2015 temporary budget shall be subject to the availability and appropriation of sufficient funds in the CY2015 – CY2016 permanent budgets

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of $53,520.00 are available in Account No. 01-201-31-433-314

PO: 117785

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.15.15

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 Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH AVIDXCHANGE, INC FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

Project Manager

Department/Division	Administration	Administration
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmercer@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 receives over 1000 electric and gas bills each month. PSE&G and other providers persist in sending paper bills and are apparently unable to send electronic bills in a spreadsheet or other format that would allow analysis.

AvidXchange will provide services to convert the City's paper bills into a database with ad hoc reporting tools, as well as checking for billing errors and ensuring the City is receiving the appropriate rates using the NJ Energy Tracking and Bill Management System, available under the NJ State Contract (T-2605/A88207).

Once the billing data are captured electronically, the City will be able to perform meaningful analyses on energy usage by building with the intent of implementing energy conservation measures.

The charge for this system is on a sliding scale based on the volume of bills.

Cost (Identify all sources and amounts)

$53,520 – year one (includes one time setup)
$44, 640 – year two
Office Services 01-201-31-433-314

Contract term (include all proposed renewals)

2 years

Type of award NJ State Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

7/8/15

Date

uSign Envelope ID: 821DFC14-4923-4CF7-8F5C-7329C04280D9

Master AvidPay Trust Joinder Agreement

[redacted]

THIS JOINDER AGREEMENT is made and entered into as of the last date of execution below, by and between OLD NORTH STATE TRUST, LLC (the "Trustee"), and the City of Jersey City, NJ (the "Company").

WHEREAS, the Company and AvidXchange, Inc. ("Avid") have entered into an agreement (the "Avid Agreement") whereby Avid will assist the Company with the management of the Company's accounts payable and utility bill payments; and

WHEREAS, to facilitate the payment of the Company's accounts payable and utility bill payments under the Avid Agreement, the Company wishes to establish a trust with the Company as the sole beneficiary and the Trustee as the sole trustee to be administered pursuant that certain Master AvidPay Trust Agreement by and among other Avid customers as grantors and beneficiaries, Avid and the Trustee, dated January 11, 2016 (the "Master AvidPay Trust Agreement"); and

WHEREAS, the Company wishes for the Trustee to hold assets for the Company in trust, and to dispose of such funds in accordance with the Avid Agreement and the Master AvidPay Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Company, by virtue of its execution of this Joinder Agreement, does hereby agree to be bound by the terms and provisions of the Master AvidPay Trust Agreement, pursuant to which a trust shall be established for its benefit.

2. Each of Avid and the Trustee, by virtue of their execution of this Joinder Agreement, hereby acknowledge the Company as a party to the Master AvidPay Trust Agreement.

3. This Joinder Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

4. This Joinder Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of North Carolina, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

5. The Trustee may terminate this Joinder Agreement and the trust arrangement between the Trustee and the Company at any time with thirty (30) days' written notice delivered to the Company. In addition, this Joinder Agreement and trust arrangement between the Trustee and the Company will automatically terminate upon termination of the Avid Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have executed this Joinder Agreement as of the date first above written.

COMPANY

Name of Company: City of Jersey City, NJ

Signature:

Printed Name: ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR
CITY OF JERSEY CITY

Title:

Date: 5/31/16

ACKNOWLEDGED BY:

AVIDXCHANGE, INC.

DocuSigned by:
Nora Mutafchieva
By: 01E01B76AAEB493...

Name: Nora Mutafchieva

Title Treasury Services Manager

Date: 6/6/2016

OLD NORTH STATE TRUST, LLC

DocuSigned by:
Jan Metcalf
By: 7D884D6A80D5470...

Name: Jan Metcalf

Title: Sr trust officer

Date: 6/6/2016

State of New Jersey
Department of the Treasury
— Division of Purchase and Property

Notice of Award
Term Contract(s)

T-2605
ENERGY TRACKING AND BILL MANAGEMENT SYSTEM

Vendor Information
By Vendor
RFP Documents
Email to SHAWN LAIDLAW

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (86 kb)
- Method of Operation Adobe PDF (12 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number NOAs By Title Search NOAs

Index #:	T-2605
Contract #:	88207
Contract Period:	FROM: 12/01/14 TO: 11/30/19
Applicable To:	SELECTED STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	AVID XCHANGE INC 1111 METROPOLITAN AVE SUITE 650 CHARLOTTE, NC 27820
For Procurement Bureau Use:	
Solicitation #:	23344
Bid Open Date:	06/12/14
CID #:	1041779

Commodity Code:	918-41
Set-Aside:	SMALL BUSINESS SUBCONTRACTING

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:		
SHAWN LAIDLAW	PROCUREMENT SPECIALIST	609-984-9322
LINDA SPILDENER	PROCUREMENT SPECIALIST SUPERVISOR	609-633-3906
PHILIP MICHAELS	ASSISTANT DIRECTOR	
	PUB DATE:	**05/27/16**

VENDOR INFORMATION	
Vendor Name & Address:	AVID XCHANGE INC 1111 METROPOLITAN AVE SUITE 650 CHARLOTTE, NC 27820
Contact Person:	MICHAEL PRAEGER
Contact Phone:	704-971-8108
Order Fax:	704-971-8172
Contract#:	88207
Expiration Date:	11/30/19
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: AVID XCHANGE INC **Contract Number:** 88207

UNLESS SPECIFIED OTHERWISE BELOW:
SHIP TO: 822000 / S001
NJ FEDERAL LIAISON OFFICE
444 NO CAPITOL ST NW
SUITE 201
WASHINGTON DC 20001

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION:	1.000	EACH	N/A	$3.50000

	UTLITY COMPANY ENERGY ACCOUNT PRICE PER BILL PROCESSED				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: TPS ENERGY ACCOUNT BILL PRICE PER BILL PROCESSED DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$3.17000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00003	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: HEATING OIL/PROPANE BILL PRICE PER BILL PROCESSED DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$3.50000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00004	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: FIRM FIXED PRICE FOR UTILITY COMPANY ENERGY ACCOUNT BILL (PRICE PER BILL PROCESSED) ESTIMATED ANNUAL NUMBER OF BILLS 88,000 DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$5.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00005	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: SET UP NEW ACCOUNT SYSTEM DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$8.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00006	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: ANNUAL TRAINING (ON SITE OR WEBINAR) DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$1000.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00007	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: DIESEL/GASOLINE/ALTERNATIVE MOTOR FUELS PRICE PER BILL PROCESSED DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$3.50000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00008	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: SOLID WASTE/RECYCLING PRICE PER BILL PROCESSED DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$3.50000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00009	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: TELECOM/INTERNET/TV SERVICES PRICE PER BILL PROCESSED DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$3.50000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: WATER - SEWER PRICE PER BILL PROCESSED DELIVERY: 300 DAYS ARO	1.000	EACH	N/A	$3.50000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00011	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: REPORT DEVELOPMENT AND SOFTWARE SUPPORT PRICE PER HOUR DELIVERY: 300 DAYS ARO	1.000	HOUR	N/A	$200.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00012	COMM CODE: 918-41-086621 [CONSULTING SERVICES] ITEM DESCRIPTION: VOLUME DISCOUNT - APPLIES EACH TIME ANNUAL UNITS INCREASE IN TOTAL BY 10,000 DELIVERY: 300 DAYS ARO	1.000	EACH	3.00%	N/A

Downloadable RFP Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- NJ Standard Terms and Conditions Adobe PDF (93 kb)
- RFP TEXT Adobe PDF (569 kb)
- Attachment # 2 - Subcontractor Utilization Plan Adobe PDF (kb)
- NJ Standard RFP Forms Adobe PDF (1 mb)
- Bid Specific Forms # 1 - Price sheet Excel Document (57 kb)
- Cooperative Purchase Form Adobe PDF (1 mb)
- Source Disclosure Certification Adobe PDF (399 kb)
- Signatory Page Adobe PDF (53 kb)
- Addendum # 1 - Revised Bid Opening Date Adobe PDF (18 k
- Addendum # 2 - Revised Bid Opening Date Adobe PDF (18 k
- Addendum # 3 - Responses to Electronic Questions Adobe PD (39 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

LETTER AGREEMENT

Mr. Ross Agre
Chief Legal Officer and Head of Compliance
AvidXchange, Inc.
1 Executive Drive
Somerset., NJ 08873
Attention: Mr. S. Lynn Sutcliffe

Dear Mr. Agre:

The purpose of this letter is to set forth an agreement between AvidXchange Inc. and the City of Jersey City ("Agreement").

Under the Agreement AvidXchange Inc. agrees to provide the City of Jersey City the New Jersey Energy Tracking and Bill Management System that it is providing to the State of New Jersey pursuant to Contract No. 88207 and Index No. (T-2605). The services include: set up of bills in a relational database, reporting from the database utility bill and other information in standard or customer specific reports through the Ad Hoc reporting tool as defined in the Scope of Work in the Solicitation, processing and paying of utility bills after checking for billing errors, and tariff analysis to assure The City of Jersey City is on the best rates.

The pricing for the services shall be on a sliding scale downward based on the volume of additional bills being processed under the New Jersey Energy and Bill Management System as provided in (T-2605) as follows:

MONTHLY RATE PER BILL PROCESSED

ANNUAL UNITS	MONTHLY	LDC RATE	TPS RATE
		3.50	3.17
10,000	833	$ 3.40	3.07
20,000	1,667	$ 3.29	2.98
30,000	2,500	$ 3.19	2.89
40,000	3,333	$ 3.10	2.80
50,000 and Above	4,167 and Above	$ 3.00	2.72

In addition to bill processing, the following pricing will apply on occurrence:

1) New Account Setup	$8.00 per account
2) EPA Energy Star Portfolio Manager Interface:	$5.00 per facility per month
3) Report Development & Software Support	$200.00 per hour
4) Annual Training	$1000.00 per session

*LDC means local distribution company ** TPS means third party supplier

The City Jersey City agrees to pay AvidXchange Inc. the prices for the services AvidXchange Inc. provides.

The term of this Agreement shall be a term of two years. The City of Jersey City may choose to renew this Agreement after two years at the then current price.

Mr. Robert Kakoleski is authorized to sign this Agreement on behalf of the City of Jersey City and to bind the City of Jersey City to the terms of the Agreement. If AvidXchange Inc. is in accord with this Agreement, please so indicate by signing in the space below.

Sincerely,

_____

Mr. Robert J Kakoleski
Business Administrator of the City of Jersey City

AGREED TO AND ACCEPTED BY AVIDXCHANGE, INC.:

BY_____

Ross Agre,

Chief Legal Officer and Head of Compliance AvidXchange Inc.

avidxchange | Energy Solve | New Jersey Tracking and Bill Management System

Jersey City

Estimated Cost Calculation for NJ Tracking and Bill Management System

Electric	# of Accts.	Cost	Per Month	Per Year
Elec. (Standard)	498	3.50	1,743.00	20,916.00
Elec. (3rd Party)	388	3.17	1,229.96	14,759.52
Total Electric:	886		2,972.96	35,675.52
Gas	**# of Accts.**	**Cost**	**Per Month**	**Per Year**
Gas (Standard)	112	3.50	392.00	4,704.00
Gas (3rd Party)	112	3.17	355.04	4,260.48
Total Gas:	224		747.04	8,964.48
Water/Sewer	**# of Accts.**	**Cost**	**Per Month**	**Per Year**
Water/Sewer (Standard)	0	3.50	-	-
Total Water/Sewer:	0		-	-
Other	**# of Accts.**	**Cost**	**Per Month**	**Per Year**
Solar	0	3.50	-	-
Other (3rd Party)	0	3.17	-	-
Total Other:	0		-	-

	Monthly	Annual
1,110	3,720.00	44,640.00

Number of Facilities in Portfolio: 1,110

Additional Charges

One-Time Set Up Fee - @ $8.00 Per Account		8,880.00
Energy Star Account Management Services (@ $5.00 per Building per Month)		-

Total Annual Cost Estimate

Total 1st Year Costs:	53,520.00
Annual Recurring Costs:	44,640.00

The Estimate above is based on the Contracted charges in the State of New Jersey Awarded Contract #: 88201 (Index #: T-2605), for the New Jersey Bill Tracking and Bill Management System.

Monthly Rate Per Bill Processed

	*LDC RATE	**TPS RATE
Current Pricing:	$3.50	$3.17

*LDC means local distribution company **TPS means third party supplier separately billed

VOLUME DISCOUNTS

Annual Units	Monthly	LDC Rate	TPS Rate
		3.50	3.17
10,000	833	3.40	3.07
20,000	1,667	3.29	2.98
30,000	2,500	3.19	2.89
40,000	3,333	3.10	2.80
50,000 and Above	4,167 and Above	3.00	2.72

Volume is calculated on all participants usage under the State Contract

Patricia Vega

From: Raymond Reddington
Sent: Tuesday, August 09, 2016 9:17 AM
To: Patricia Vega
Cc: Vivian Webb; Stacey Flanagan
Subject: RE: Question - Who signs?

The Business Administrator.

From: Patricia Vega
Sent: Tuesday, August 09, 2016 9:06 AM
To: Raymond Reddington
Cc: Vivian Webb; Stacey Flanagan
Subject: Question - Who signs?
Importance: High

Hi Ray, who should sign below Member Facility?

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

City Clerk File No. Res. 16.576

Agenda No. 10.Z.35

Approved: AUG 17 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SMITH-SONDY ASPHALT CONSTRUCTION INC FOR CAPITAL ROADWAY PROGRAM 2016, OCEAN AVENUE IMPROVEMENTS, PROJECT NO. 16-022-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Capital Roadway Program 2016, Ocean Avenue Improvements, Project No. 16-022-E** for the Department of Administration/ Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **(1) Bid,** the sole responsible bid being that from **Smith Sondy Asphalt Construction Inc, 150 Anderson Avenue, Wallington, New Jersey 07057,** in the total bid amount of **Two Million Three Hundred Eighteen Thousand, Two Hundred Forty Three ($2,318,243.48) Dollars and Forty Eight cents**; and

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

WHEREAS, the sum of **Two Million Three Hundred Eighteen Thousand, Two Hundred Forty Three ($2,318,243.48) Dollars and Forty Eight cents** are available in **Capital Acct #04-215-55-113-990 and Acct #57-200-56-851-622**; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-113-990	122003	Capital Acct Total Contract	$1,918,243.48
57-200-56-851-622	122004	CDBG FY16	$400,000.00
		Total Contract	$2,318,243.48
04-215-55-113-990	122005	Capital Acct Contingency	$463,648.70
		Total Encumbrance	$2,781,892.18

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 bid of the aforementioned **Smith Sondy Asphalt Construction Inc,** 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

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

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.576

Agenda No. 10.Z.35

TITLE: AUG 17 2016

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SMITH-SONDY ASPHALT CONSTRUCTION INC FOR CAPITAL ROADWAY PROGRAM 2016, OCEAN AVENUE IMPROVEMENTS, PROJECT NO. 16-022-e FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

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 shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-113-990	122003	Capital Acct Total Contract	$1,918,243.48
57-200-56-851-622	122004	CDBG FY16	$400,000.00
		Total Contract	$2,318,243.48
04-215-55-113-990	122005	Capital Acct Contingency	$463,648.70
		Total Encumbrance	$2,781,892.18

Approved by _____ RPPS
for Peter Folgado, Director of Purchasing, QPA

PF/pc
8/9/16

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 **Smith-Sondy Asphalt Construction Co., Inc.** for Capital Roadway Program 2016, OCEAN AVENUE IMPROVEMENTS, PROJECT NO. 16-022-E for Department of Administration, Division of Engineering, Traffic and Transportation.

Project Manager

Department/Division	Department of Administration	Engineering, Traffic & Transportation
Name/Title	Paul Russo, P.E.	Supervising Engineer
Phone/email	201-547-4411	PRusso@jcnj.org & Jcunha@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 project involves the reconstruction of concrete curb ramps and the resurfacing of Ocean Avenue between Merritt St. and Bramhall Ave. in Jersey City. Curb ramps shall be constructed in conformance with ADA standards, and shall involve installation of detectable warning surfaces and replacement of existing curb and sidewalk necessary to accommodate the construction of the new ADA curb ramps. Project also involves installation of new regulatory signs, pavement repair along curb, replacement or resetting of inlet casting, and all other incidental work in accordance with the contract documents.

The Ocean Avenue Improvements contract will enhance pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community. The scope of work includes improvements to roadway pavement surfaces, crosswalks, and storm water drainage that is consistent throughout Jersey City.

Cost (Identify all sources and amounts)

Eng. Capital	04-215-55-113-990	0175443	$1,918,243.48
CDBG FY16	57-200-56-851-622	0175666	400,000.00
	TOTAL BASE		**$2,318,243.48**
Eng. Capital 20% Conting.	04-215-55-113-990	0175656	$463,648.70
	TOTAL		**$2,781,892.18**

Contract term (Include all proposed renewals)

150 Calendar Days after issuance of Notice to Proceed

Type of award..... Public Bid Award
If "Other Exception", enter type..... N/A

Additional Information
The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There was one (1) bidder:

Contractor	Bid Amount
Smith-Sondy Asphalt Construction Co., Inc., Wallington, NJ.....	$2,318,243.48

I certify that all the facts presented herein are accurate.

Robert J. Kakoleski
Business Administrator

8/10/16
Date

Peter Folgado
Director of Purchasing, RPPO, QPA

Date

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0175443 & 0175666

PO # 122003 & 122004

DEPT/DIV: Admin/Arch, Eng, Traff & Transp.

SUBJ: Capital Roadway Program 2016, Ocean Ave Improv.
Project No. 16-022-E

GOODS & SERVICES NON BIDS

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

BIDS

	Good & Services	Construcion	RFP'S	RFQ'S	Resolution
Proposal Page/Amounts		X			X
EEO/AA Compliance		X			
BRC/Validation		X			
Certification Regarding Suspension/Debarment		X			
Legislative Fact Sheet/ Determination of Value		X			

Notes:

CITY OF JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | 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 : August 10, 2016

TO : Peter Folgado, Purchasing Director

FROM : Robert Kakoleski, Business Administrator

SUBJECT : **Capital Roadway Program 2016**
OCEAN AVENUE IMPROVEMENTS, PROJECT NO. 16-022-E
Recommendation of Award of Contract

Please be advised, after careful and thorough review of the bid, I recommend that the contract be awarded to:

Smith-Sondy Asphalt Construction Co., Inc.
150 Anderson Avenue
Wallington, NJ 07056

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **August 17, 2016 Council meeting**.

REQ #	FUNDING	ACCOUNT NUMBER	AMOUNT
0175443	2016 Engineering Capital Account – Base	04-215-55-113-990	$1,918,243.48
0175666	CDBG Rehab FY16 (Sidewalks/ADA Ramps)	57-200-56-851-622	$400,000.00
		TOTAL BASE CONTRACT	**$2,318,243.48**
0175656	Capital Account – Contingency 20%	04-215-55-950-990	$463,648.70
		20% CONTINGENCY CONTRACT	**$463,648.70**
		TOTAL FUNDS REQUESTED	**$2,781,892.18**

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

Attachments

CC: Jose R. Cunha, P.E., C.M.E., Director of Engineering
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst

CITY OF JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4411 | F: 201 547-4412

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE	:	August 10, 2016
FROM	:	Jose R. Cunha, P.E., C.M.E. Municipal Engineer
TO	:	Robert Kakoleski, Business Administrator
SUBJECT	:	OCEAN AVENUE IMPROVEMENTS PROJECT NO.16-022-E Recommendation of Award of Contract

---

Engineering has received one (1) bid for the above subjected Project on Tuesday, August 09, 2016:

Smith-Sondy Asphalt Const. Co., Inc., Wallington, NJ Bid Amount $2,318,243.48

Upon review of the bid proposal, we recommend award of contract to Smith-Sondy Asphalt Const. Co., Inc. in the amount of $2,318,243.48. We respectfully request that a 20% contingency in the amount of $463,648.70 be included in the award in case of unforeseen and unexpected field condition for a total award of $2,781,892.18

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

Cc: Paul Russo
Vipul Patel
Chris Piersa
Dawn Odom

CITY OF JERSEY CITY

DEPARTMENT OF ADMINISTRATION

DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | 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	:	August 10, 2016
TO	:	Rolando L. Lavarro Jr., Council President and Council Members
CC	:	Robert Kakoleski, Business Administrator
FROM	:	Jose R. Cunha, P.E., Municipal Engineer
SUBJECT	:	**Award of Capital Roadway Program 2016** **OCEAN AVENUE IMPROVEMENTS, PROJECT NO. 16-022-E** **to Smith-Sondy Asphalt Construction Co., Inc.**

The Ocean Avenue Improvements project involves the reconstruction of concrete curb ramps and the resurfacing of Ocean Avenue between Merritt St. and Bramhall Ave. in Jersey City. The project also involves installation of new regulatory signs, pavement repair along curb, replacement or resetting of inlet casting, and all other incidental work in accordance with the contract documents.

On August 09, 2016 the Jersey City Division of Purchasing received one (1) bid for the above contract. Smith-Sondy Asphalt Construction Co., Inc. is the apparent, responsible low bidder.

In the best interest of the City, the Division of Engineering has accepted the low bid from Smith Sondy Asphalt Construction Co., Inc. in the amount of $ 2,318,243.48. This amount is approximately 21% below the Engineer's Estimate amount of $ 2,935,808.00

Regards,

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

SCHEDULE OF PRICES

ITEM NO. 1 **CELLULAR PHONE SERVICE**

Lump Sum $ 2,000.00

Two Thousand Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 2 **INLET FILTER, TYPE 2**

50 Units @ $ 1.00 per Unit $ 50.00

One dollar and zero cents
(Write Unit Price)

ITEM NO. 3 **BREAKAWAY BARRICADE**

20 Units @ $ 1.00 per Unit $ 20.00

One dollar and zero cents
(Write Unit Price)

ITEM NO. 4 **DRUM**

200 Units @ $ 0.50 per Unit $ 100.00

Zero dollars and fifty cents
(Write Unit Price)

ITEM NO. 5 **TRAFFIC CONE**

500 Units @ $ 0.10 per Unit $ 50.00

Zero dollars and ten cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6 **CONSTRUCTION SIGNS**

1,200 S.F. @ $ 0.10 per Square Foot $ 120.00

zero dollars and ten cents
(Write Unit Price)

ITEM NO. 7 **CONSTRUCTION IDENTIFICATION SIGN (48"X48")**

2 Units @ $ 500.00 per Unit $ 1,000.00

Five hundred dollars and zero cents
(Write Unit Price)

ITEM NO. 8 **TRAFFIC DIRECTOR, JERSEY CITY POLICE**

Lump Sum $ 270,000.00

Two Hundred Seventy Thousand Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 9 **ASPHALT PRICE ADJUSTMENT**

Lump Sum $ 5,500.00

Five Thousand Five Hundred Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 10 **FUEL PRICE ADJUSTMENT**

Lump Sum $ 3,000.00

Three Thousand Dollars & Zero Cents
(Write Lump Sum Price)

SCHEDULE OF PRICES

ITEM NO. 11 **EXCAVATION, TEST PIT**

10 C.Y. @ $ 1.00 per Cubic Yard $ 10.00

One dollar and zero cents
(Write Unit Price)

ITEM NO. 12 **EXCAVATION, UNCLASSIFIED**

910 C.Y. @ $ 1.50 per Cubic Yard $ 1,365.00

One dollar and fifty cents
(Write Unit Price)

ITEM NO. 13 **DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK**

810 C.Y. @ $ 2.00 per Cubic Yard $ 1,620.00

Two dollars and zero cents
(Write Unit Price)

ITEM NO. 14 **DENSE-GRADED AGGREGATE, VARIABLE THICKNESS (IF & WHERE DIRECTED)**

50 C.Y. @ $ 22.00 per Cubic Yard $ 1,100.00

Twenty-two dollars and zero cents
(Write Unit Price)

ITEM NO. 15 **HMA MILLING, 3" OR LESS**

60,000 S.Y. @ $ 3.84 per Square Yard $ 230,400.00

Three dollars and eighty-four cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 16 **HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK**

1,080 Tons @ $ 80.85 per Ton $ 87,318.00

Eighty dollars and eighty-five cents
(Write Unit Price)

ITEM NO. 17 **HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK**

8,810 Tons @ $ 77.57 per Ton $ 683,391.70

Seventy-seven dollars and fifty seven cents
(Write Unit Price)

ITEM NO. 18 **GEOTEXTILES, PAVING FABRIC**

60,000 S.Y. @ $ 1.64 per Square Yard $ 98,400.00

One dollar and sixty-four cents
(Write Unit Price)

ITEM NO. 19 **DECORATIVE CROSSWALK SURFACING**

9,250 S.F. @ $ 16.45 per Square Foot $ 152,162.50

Sixteen dollars and forty-five cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 20 **12" DUCTILE IRON CULVERT PIPE, CLASS 52 (IF & WHERE DIRECTED)**

120 L.F. @ $ 50.00 per Linear Foot $ 6,000.00

Fifty dollars and zero cents
(Write Unit Price)

ITEM NO. 21 **16" DUCTILE IRON CULVERT PIPE, CLASS 52 (IF & WHERE REQUIRED)**

60 L.F. @ $ 60.00 per Linear Foot $ 3,600.00

Sixty dollars and zero cents
(Write Unit Price)

ITEM NO. 22 **¾" WASHED GRAVEL PIPE BEDDING (IF & WHERE REQUIRED)**

30 Tons @ $ 18.50 per Ton $ 555.00

Eighteen dollars and fifty cents
(Write Unit Price)

ITEM NO. 23 **INLET, TYPE 'A' (IF & WHERE DIRECTED)**

1 Unit @ $ 1,500.00 per Unit $ 1,500.00

One thousand five hundred dollars and zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 24 **INLET, TYPE 'B' (IF & WHERE DIRECTED)**

1 Unit @ $ 2,000.00 per Unit $ 2,000.00

Two thousand dollars and zero cents
(Write Unit Price)

ITEM NO. 25 **INLET, TYPE 'E' (IF & WHERE DIRECTED)**

1 Unit @ $ 2,500.00 per Unit $ 2,500.00

Two thousand, five hundred dollars and zero cents
(Write Unit Price)

ITEM NO. 26 **RECONSTRUCTED INLET, TYPE 'B', USING EXISTING CASTING**

5 Units @ $ 15.00 per Unit $ 75.00

Fifteen dollars and zero cents
(Write Unit Price)

ITEM NO. 27 **RECONSTRUCTED INLET, TYPE 'B', USING NEW CASTING**

15 Units @ $ 15.00 per Unit $ 225.00

Fifteen dollars and zero cents
(Write Unit Price)

ITEM NO. 28 **RESET EXISTING CASTING**

45 Units @ $ 5.00 per Unit $ 225.00

Five dollars and zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 29 **BICYCLE SAFE GRATE**

1 Unit @ $ 756.00 per Unit $ 756.00

Seven hundred fifty-six dollars and zero cents
(Write Unit Price)

ITEM NO. 30 **CURB PIECE, ECO TYPE 'N'**

1 Unit @ $ 756.00 per Unit $ 756.00

Seven hundred fifty six dollars and zero cents
(Write Unit Price)

ITEM NO. 31 **REPAIRED CATCH BASIN WALL**

400 S.F. @ $ 43.85 per Square Foot $ 17,540.00

Forty-three dollars and eighty five cents
(Write Unit Price)

ITEM NO. 32 **RESET INLET, TYPE 'B', WITH NEW FRAME, ECO CURB PIECE TYPE 'N' AND BICYCLE SAFE GRATE**

10 Units @ $ 1,645.00 per Unit $ 16,450.00

One thousand, six hundred forty five cents and zero cents
(Write Unit Price)

ITEM NO. 33 **RESET INLET WITH EXISTING FRAME, ECO CURB PIECE TYPE 'N' AND BICYCLE SAFE GRATE**

80 Units @ $ 9.00 per Unit $ 720.00

Nine dollars and zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 34 **DRIVEWAY BACKPLATE**

1 Unit @ $ 825.00 per Unit $ 825.00

Eight hundred twenty-five dollars and zero cents
(Write Unit Price)

ITEM NO. 35 **CATCH BASIN TRAP**

1 Unit @ $ 825.00 per Unit $ 825.00

Eight hundred twenty-five dollars and zero cents
(Write Unit Price)

ITEM NO. 36 **CATCH BASIN WALL PLATE**

1 Unit @ $ 1.00 per Unit $ 1.00

One dollar and zero cents.
(Write Unit Price)

ITEM NO. 37 **CONCRETE SIDEWALK, 4" THICK**

3,000 S.Y. @ $ 84.65 per Square Yard $ 253,950.00

Eighty-four dollars and sixty-five cents
(Write Unit Price)

ITEM NO. 38 **CONCRETE SIDEWALK, REINFORCED, 5" THICK**

100 S.Y. @ $ 86.50 per Square Yard $ 8,650.00

Eighty-six dollars and fifty cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 39 **CONCRETE DRIVEWAY, REINFORCED, 6" THICK**

200 S.Y. @ $ 86.25 per Square Yard $ 17,650.00

Eighty-eight dollars and twenty-five cents
(Write Unit Price)

ITEM NO. 40 **CONCRETE SIDEWALK, COLORED, CHARCOAL GRAY, 4" THICK**

100 S.Y. @ $ 147.25 per Square Yard $ 14,725.00

One hundred forty-seven dollars and twenty-five cents
(Write Unit Price)

ITEM NO. 41 **DETECTABLE WARNING SURFACE**

75 S.Y. @ $ 330.00 per Square Yard $ 24,750.00

Three hundred thirty dollars and zero cents
(Write Unit Price)

ITEM NO. 42 **9"x20" CONCRETE VERTICAL CURB**

3,800 L.F. @ $ 39.35 per Linear Foot $ 149,530.00

Thirty-nine dollars and thirty five cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 43 **TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 4" WIDE**

47,000 L.F. @ $ 0.64 per Linear Foot $ 30,080.00

Zero dollars and sixty four cents
(Write Unit Price)

ITEM NO. 44 **TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC**

360 S.F. @ $ 6.58 per Square Foot $ 2,368.80

Six dollars and fifty eight cents
(Write Unit Price)

ITEM NO. 45 **TRAFFIC STRIPES, ACRYLIC, HANDICAP BLUE, 4" WIDE**

180 L.F. @ $ 0.64 per Linear Foot $ 115.20

Zero dollars and sixty-four cents
(Write Unit Price)

ITEM NO. 46 **TRAFFIC MARKINGS, HANDICAP SYMBOL, ACRYLIC, HANDICAP BLUE**

96 S.F. @ $ 6.58 per Square Foot $ 631.68

Six dollars and fifty-eight cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 47 **RUMBLE STRIP, THERMOPLASTIC, WHITE**

460 L.F. @ $ 3.85 per Linear Foot $ 1,771.00

Three dollars and eighty-five cents
(Write Unit Price)

ITEM NO. 48 **CURB PAINTING, TOP AND FACE, ACRYLIC**

3,950 L.F. @ $ 1.10 per Linear Foot $ 4,345.00

One dollar and ten cents
(Write Unit Price)

ITEM NO. 49 **NO PARKING DRIVEWAY**

37 Units @ $ 44.00 per Unit $ 1,628.00

Forty-four dollars and zero cents
(Write Unit Price)

ITEM NO. 50 **REGULATORY TRAFFIC SIGN WITH NEW STEEL POST**

800 S.F. @ $ 34.00 per Square Foot $ 27,200.00

Thirty-four dollars and zero cents
(Write Unit Price)

ITEM NO. 51 **RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST**

74 Units @ $ 110.00 per Unit $ 8,140.00

One hundred ten dollars and zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 52 **RELOCATE OR REMOVE EXISTING TRAFFIC SIGN**

35 Units @ $ 82.20 per Unit $ 2,877.00

Eighty-two dollars and twenty cents
(Write Unit Price)

ITEM NO. 53 **RESET WATER VALVE BOX**

44 Units @ $ 55.00 per Unit $ 2,420.00

Fifty-five dollars and zero cents
(Write Unit Price)

ITEM NO. 54 **WATER SERVICE REPLACEMENT, COPPER TYPE K, 3/4" TO 2" DIAMETER**

5 Units @ $ 2,740.00 per Unit $ 13,700.00

Two thousand, seven hundred forty dollars and zero cents
(Write Unit Price)

ITEM NO. 55 **RECONSTRUCTED MANHOLE, SANITARY SEWER, USING EXISTING CASTING**

15 Units @ $ 15.00 per Unit $ 225.00

Fifteen dollars and zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 56 **RECONSTRUCTED MANHOLE, SANITARY SEWER, USING NEW CASTING**

5 Units @ $ 1,645.00 per Unit $ 8,225.00

One thousand six hundred forty five dollars and zero cents
(Write Unit Price)

ITEM NO. 57 **RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING**

135 Units @ $ 5.56 per Unit $ 750.60

Five dollars and fifty-six cents
(Write Unit Price)

ITEM NO. 58 **RESET MANHOLE, SANITARY SEWER, USING NEW CASTING**

5 Units @ $ 981.00 per Unit $ 4,905.00

Nine hundred eighty-one dollars and zero cents
(Write Unit Price)

ITEM NO. 59 **RESET GAS VALVE BOX**

38 Units @ $ 1.00 per Unit $ 38.00

One dollar and zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 60 **RESET MANHOLE, ELECTRIC**

50 Units @ $ 5.56 per Unit $ 278.00

Five dollars and fifty-six cents
(Write Unit Price)

ITEM NO. 61 **IMAGE DETECTOR**

14 Units @ $ 9,320.00 per Unit $ 130,480.00

Nine thousand, three hundred
(Write Unit Price) twenty dollars and zero cents

ITEM NO. 62 **LOOP DETECTOR**

1 Unit @ $ 300.00 per Unit $ 300.00

three hundred dollars and zero
(Write Unit Price) cents

ITEM NO. 63 **RELOCATE JUNCTION BOX, ELECTRIC**

1 Unit @ $ 9,300.00 per Unit $ 9,300.00

Nine thousand, three hundred
(Write Unit Price) dollars and zero cents

ITEM NO. 64 **RESET JUNCTION BOX, ELECTRIC**

1 Unit @ $ 450.00 per Unit $ 450.00

Four hundred fifty dollars and
(Write Unit Price) zero cents

SCHEDULE OF PRICES

ITEM NO. 65 **LARGE TO MEDIUM DECIDUOUS TREE, 3" CAL., 14-16' HT., B&B**

6 Units @ $ 545.00 per Unit $ 3,270.00

Five hundred forty-five dollars and zero cents
(Write Unit Price)

ITEM NO. 66 **SMALL DECIDUOUS TREE, 10-12' HT., B&B**

6 Units @ $ 495.00 per Unit $ 2,970.00

Four hundred ninety-five dollars and zero cents
(Write Unit Price)

ITEM NO. 67 **TREE WATERING BAG**

12 Units @ $ 30.00 per Unit $ 360.00

Thirty dollars and zero cents
(Write Unit Price)

TOTAL BASE BID PRICE (ITEMS 1 – 67)

$ 2,318,243.48
(In Figures)

Two million three hundred eighteen thousand, two hundred forty-three dollars and forty-eight cents
(Price In Words – Dollars and Cents)

03/16/10

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, please refer to Your Registration Hotline at 1609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fusaro
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:
SMITH-SONDY ASPHALT CONSTRUCTION CO.

TRADE NAME:

ADDRESS:
150 ANDERSON AVE
WALLINGTON NJ 07057-1112

SEQUENCE NUMBER:
0103922

EFFECTIVE DATE:
04/20/48

ISSUANCE DATE:
03/16/10

Director
New Jersey Division of Revenue

Certificate Number
613971

Registration Date: 04/03/2015
Expiration Date: 04/02/2017

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:

Smith-Sondy Asphalt Construction Co., Inc.

2015

Responsible Representative(s):
Joseph Smith, President
Nicola Genchi, 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.

Certification - 31922

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2016 TO 15-FEB-2023

SMITH-SONDY ASPHALT CONSTRUCTION CO. INC.
150 ANDERSON AVE.
WALLINGTON NJ 07057

FORD M. SCUDDER
Acting State Treasurer

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Nicola P. Genchi, P.E. VP/Sect.

Representative's Signature: [signature]

Name of Company: Smith-Sandy Asphalt Constr. Co., Inc. Tel. No.: 973-777-7833 Date: 8/9/16

City of Jersey City

7/26/2016 6:05 AM

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: Nicola P. Genchi, P.E. VP/Sect.
Representative's Signature: [signature]
Name of Company: Smith Sindy Asphalt Constr. Co., Inc.
Tel. No.: 973-777-7833 Date: 8/9/16

City of Jersey City

7/26/2016 6:05 AM

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 : Smith Sondy Asphalt Construction Co., Inc.

Address : 150 Anderson Avenue, Wallington, NJ

Telephone No. : 973-777-7833

Contact Name: Nicola P. Genchi, P.E. VP/Sect

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

City of Jersey City

7/26/2016 6:05 AM

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Ocean Ave Improvements # 16-022-E

Contractor: Smith-Sandy Asphalt Constr. Co., Inc. Bid Amt. $ 2,318,243.48

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

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Milling	$110,000.00			X
Electric	$ 119,000.00			X
Signage	$ 40,000.00	X		
Striping	$ 160,000.00			X
Concrete Drainage Improvements, + Hauling of materials	$ 656,000.00	X	X	

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Ocean Avenue Improvements # 16-022-E

Contractor: Smith-Sandy Asphalt Constr. Co. Inc. Bid Amt. $ 2,318,243.48

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

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Milling	$110,000.00			X
Electric	$119,000.00			X
Signage	$40,000.00	X		
Striping	$160,000.00			X
Concrete, Drainage Improvements & Hauling of Materials	$656,000.00	X	X	

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

City of Jersey City

7/26/2016 6:05 AM

MWBE Page 3 Project Ocean Avenue Improvements

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx $ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Milling	Riverview Paving 13 Eagle Rock Ave, E. Hanover, NJ	$110,000.00			X
Electric	Tiffany Electric 26 Mill St, Fairfield, NJ	$119,000.00			X
Signage	American Traffic 200 S. Jefferson Ave Orange, NJ	$40,000.00	X		
Striping	Statewide Striping 499 Pomeroy Ave, Parsippany, NJ	$160,000.00			X
Concrete, Drainage Improvements	Pacific Construction 531 Route 22, Whitehouse Sta., NJ	$656,000.00	X	X	
+ Hauling of Materials					

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

Smith-Sondy utilizes our long standing relations with our minority subcontractors for all projects.

Name of Contractor Smith-Sondy Asphalt Constr. Co., Inc.

By: Signature [signature]

Type or print name/title: Nicola P. Genchi, P.E. VP/Sect

Telephone No: 973-777-7833 Date 8/9/16

For City Use:

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

By _____ Date: _____

MWBE Page 3 Project Ocean Avenue Improvements

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. $ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Milling	Riverview Paving 13 Eagle Rock Ave E. Hanover, NJ	$110,000.00			X
Electric	Tiffany Electric 216 Mill St. Fairfield, NJ	$119,000.00			X
Signage	American Traffic 200 Jefferson Ave Orange, NJ	$40,000.00	X		
Striping	Statewide Striping 499 Pomeroy Ave, Parsippany NJ	$160,000.00			X
Concrete, Drainage Improvements & hauling of materials	Pacific Construction 531 Route 23 Whitehouse Station, NJ	$656,000.00	X	X	

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

Smith-Sandy utilizes our longstanding relations with our minority subcontractors for all projects

Name of Contractor Smith-Sandy Asphalt Constr. Co., Inc.

By: Signature [signature]

Type or print name/title: Nicola P. Genchi, P.E. VP/Sect

Telephone No: 973-777-7833 Date 8/9/16

For City Use:

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

By _____ Date: _____

PURCHASING COPY

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

City Clerk File No. Res. 16.577

Agenda No. 10.Z.36

Approved:

TITLE:

RESOLUTION AUT ROFESSIONAL ENGINEERING SEI ENGINEERING FOR THE IMPI ATIONS AND MAINTENANCE PI NDER OF 2016 THROUGH THE FIE NDFILL SITE, PROJECT NO. 10-0 &9, FOR THE DEPARTMENT OF NGINEERING, TRAFFIC AND TRA

WITHDRAWN

COUNCIL AS A WHOL MOVED ADOPTION OF THE FOLLOWING RESOLU

WHEREAS, the City of Jersey City (City) took possession of the PJP Landfill Site, Project No. 10-018, located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites, has undergone site remediation and capping, and is currently undergoing Operations and Maintenance (O&M) procedures and monitoring; and

WHEREAS, Boswell Engineering is currently overseeing O&M of the PJP Landfill Site for the City; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) requires the City to continue retaining an environmental engineering firm to implement the O&M Plan for the PJP Landfill Site; and

WHEREAS, in response to the City's request for proposals for O&M for the remainder of 2016 to the first quarter of 2018, Boswell Engineering submitted the attached proposal dated August 2, 2016 in the amount of Two Hundred Forty-Five Thousand One Hundred Dollars and Zero Cents ($245,100.00); and

WHEREAS, the total contract amount for the professional environmental engineering services to conduct O&M on the PJP Landfill Site for the remainder of 2016 to the first quarter of 2018 shall be for a sum not to exceed Two Hundred Forty-Five Thousand One Hundred Dollars and Zero Cents ($245,100.00); and

WHEREAS, funding in the amount of Two Hundred Forty-Five Thousand One Hundred Dollars and Zero Cents ($245,100.00) is available for this expenditure from:

Account # 04-215-55-949-990 Requisition # 0175654 P.O. # 121929 Amount $245,100.00

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, pursuant to N.J.S.A. 40A:11-15(9), the term of this professional services contract may exceed twelve (12) months; 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 Engineering has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.577

Agenda No. 10.Z.36

TITLE:

RESOLUTION AU ROFESSIONAL ENGINEERING SE ENGINEERING FOR THE IMP ATIONS AND MAINTENANCE P NDER OF 2016 THROUGH THE FI ANDFILL SITE, PROJECT NO. 10- 1&9, FOR THE DEPARTMENT OF ENGINEERING, TRAFFIC AND TRA

WITHDRAWN

NOW, THEREFORE, City of Jersey City that:

1. The Mayor or B professional services agreement, in substantially 1 ng, to provide environmental and engineering services for a total contract amount not to exceed Two Hundred Forty-Five Thousand One Hundred Dollars and Zero Cents ($245,100.00);

2. The term of the contract shall be twenty (20) months;

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), 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.

APPROVED: Jose R. Cunha

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
HALLANAN				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 BOSWELL ENGINEERING TO CONDUCT LICENSED SITE REMEDIATION PROFESSIONAL OVERSIGHT OF PULASKI SKYWAY REPAIRS BY CCA CIVIL, INC. AND CCA CIVIL-DAIDONE ELECTRIC, A JOINT VENTURE, ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, AT 400 SIP AVENUE, ROUTES 1&9

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@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 authorize a professional engineering services contract to Boswell Engineering to implement the Operations and Maintenance Plan (O&M Plan) on the PJP Landfill Site, Project No. 10-018, for the City of Jersey City for the remainder of 2016 through the first quarter of 2018.

Cost (Identify all sources and amounts)

04-215-55-949-990: $245,100.00

Contract term (include all proposed renewals)

Twenty (20) months through March 2018

Type of award

If "Other Exception", enter type

Additional Information

Because the PJP Landfill is on the National Priorities List of Superfund (the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites) and is capped, New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA) both require that the City continue to implement the Operations and Maintenance Plan to monitor environmental conditions on-site.

I certify that all the facts presented herein are accurate.

Jose R. Cunha

Signature of Municipal Engineer

8/9/16

Date

AGREEMENT

Agreement made this day of , 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and BOSWELL ENGINEERING, 330 PHILLIPS STREET, SOUTH HACKENSACK, NJ 07606, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (City) took possession of the PJP Check Cashing Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites, has undergone site remediation and capping, and is currently undergoing Operations and Maintenance (O&M) procedures and monitoring; and

WHEREAS, Boswell Engineering is currently overseeing O&M of the PJP Landfill Site for the City; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) requires the City to continue retaining an environmental engineering firm to implement the O&M Plan for the PJP Landfill Site; and

WHEREAS, in response to the City's request for proposals for O&M for the remainder of 2016 to the first quarter of 2018, Boswell Engineering submitted the attached proposal dated August 2, 2016 in the amount of Two Hundred Forty-Five Thousand One Hundred Dollars and Zero Cents ($245,100.00); and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2016.

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 services to perform Operations and Maintenance for PJP Landfill Site, Project No. 10-018, for the remainder of 2016 to the first quarter of 2018.

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 August 2, 2016 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 August 2, 2016 in the amount of Two Hundred Forty-Five Thousand One Hundred Dollars and Zero Cents ($245,100.00);

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 reports (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 Agreement.

A. Comprehensive General Liability: including Premises Operations, Products and 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 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 with NJ 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.

E. Errors & Omissions Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION ($2,000,000.00) DOLLARS per occurrence and in aggregate.

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 Agreement.

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, Traffic and Transportation 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 Agreement exceeds $40,000.00, 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 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 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 CONSULTANT shall provide written notice to its subcontractors 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 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 CONSULTANT 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 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 Ordinance 08-128, nor will CONSULTANT, 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 XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes,

the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

_____
ROBERT KAKOLESKI
Business Administrator

Date: _____

ATTEST:

_____
ROBERT BYRNE
City Clerk

Date: _____

ATTEST:

_____

BOSWELL ENGINEERING

BY: _____
[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM

_____
RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

_____
MATTHEW HOGAN
Risk Manager

8/3/2016

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

August 2, 2016

Ms. Justina Cheng
Environmental Engineer
City of Jersey City
Division of Engineering, Traffic & Transportation
13-15 Linden Ave East
Jersey City, NJ 07305

Re: Proposal for the Completion of 2016, Entire 2017 and 1st Quarter 2018 Operations and Maintenance Services
Jersey City Skyway 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-16-7350

Dear Ms. Cheng:

Boswell Engineering (Boswell) is pleased to provide this proposal for the necessary environmental engineering operation and maintenance (O&M) services for the remainder of 2016, all of 2017 and the first quarter of 2018 at the above referenced site.

Based upon our understanding and experience Boswell will perform the following regularly scheduled work:

1. Perform monthly inspections of the landfill cap cover system, surface water control system, Sip Avenue Ditch, Hackensack Riverbank, monitoring wells, passive gas vents and the site security system.

2. Perform quarterly field measurements of landfill gases for lower explosive limit (LEL), total volatile organic compounds (VOC) using a photoionization detector (PID) and gas flow rate (ACFM) at eight (8) passive gas vents to evaluate potential off-site gas migration.

3. Perform quarterly field measurements of water quality to evaluate potential constituent transport from groundwater to adjacent water bodies.

4. Collect quarterly groundwater, sediment and surface water samples.

5. Collect annual gas vent air samples.

6. Prepare an Annual O&M Report summarizing the above activities.

In addition to the regularly scheduled work, the following will also be required for 2016/2017:

1. Replace the carbon in the carbon barrels and determine if the units are functioning properly.

2. Renew the site's air permit and develop an air sampling plan as required by the New Jersey Department of Environmental Protection (NJDEP) Case Manager.

3. Survey the recently installed three (3) monitoring wells and complete the NJDEP Bureau of Water Allocation Forms.

4. Update the site's Classification Exception Area (CEA), if necessary.

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, as we have been performing the O&M at the site for over a year we are entirely familiar with the work.

SCOPE OF WORK

Boswell proposes the following scope of work for this project.

Task 1 - <u>Quarterly Groundwater, Sediment and Surface Water Sampling</u>

Under Task 1, Boswell will collect quarterly groundwater samples from nine (9) shallow monitoring wells (MW-6S, MW-7S, MW-10S, MW-11S, MW-12S, MW-18S, MW-19S, MW-20S and MW-21S). The wells will be purged and sampled using existing dedicated Well Wizard® sampling pumps along with a Sample Pro® Portable MicroPurge Pump with disposal bladders and seals in accordance with USEPA low-flow sampling procedures and the site's O&M Plan. The groundwater sample results will be compared with the NJDEP Groundwater Quality Criteria (GQC) and Vapor Intrusion Groundwater Soil Screening Levels (VIGWSSL).

Additionally, Boswell will collect five (5) surface water/sediment samples (SW-1/SED-1, SW-2/SED-2, SW-3/SED-3, SW-4/SED-4 and SW-5/SED-5). 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 Associates O&M Plan. The surface water sample results will be compared with the NJDEP Surface Water Quality Criteria (SWQC) for Saline Water. While the sediment samples will be compared to the NJDEP Ecological Screening Criteria

(ESC) for Saline Water, Effects Range Low (ER-L) and Effects Range Medium (ER-M).

Under this task Boswell will also provide the necessary equipment to record field measurements for temperature, pH, specific conductance, oxidation reduction potential (ORP), dissolved oxygen and turbidity. 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 **$45,500.00.** This proposal assumes a total of seven (7) sampling events; the remaining two (2) monitoring events for 2016, four (4) events for 2017 and the first quarter event for 2018.

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

10 Groundwater Samples for VOC, Metals, TSS, TDS, Chloride Analysis
@ $275.00/sample x 7 events (quarterly) $19,250.00

10 Groundwater Samples for SVOC Analysis
@ $150.00/sample x 4 events (semi-annual)..... $6,000.00

2 Trip Blank Samples for VOC Analysis
@ $100.00/sample x 7 events (quarterly)..... $1,400.00

1 Field Blank Sample for VOC and Metals Analysis
@ $210.00/sample x 7 events (quarterly)..... $1,470.00

1 Field Blank Sample for SVOC Analysis
@ 150.00/sample x 4 events (semi-annual)..... $600.00

Surface Water

6 Surface Water Samples for VOC, Metals, TSS, TDS and Hardness Analysis
@ $275.00/sample x 7 events (quarterly)..... $11,550.00

6 Surface Water Samples for SVOC Analysis
@ $150.00/sample x 4 events (semi-annual)..... $3,600.00

Sediment

6 Sediment Samples for VOC and Metals Analysis
@ $230.00/sample x 7 events (quarterly)..... $9,660.00

6 Sediment Samples for SVOC Analysis
@ $270.00/sample X 4 events (semi-annual)..... $6,480.00

The estimated cost for the subcontracted laboratory is approximately **$60,100.00.**

Sample Equipment

The estimated cost for the low-flow sampling equipment, personal protection equipment (PPE), and miscellaneous expenses (i.e. field vehicle and tolls) is **$1,200.00 per sample event** or **$8,400.00 for the 7-events.**

Task 2 - Gas Vent Treatment Evaluation

The work associated with the gas vent treatment system evaluation is as follows:

Task 2A - Spent Carbon Disposal

Although there are no scheduled maintenance requirements for the existing passive gas venting system, the NJDEP Case Manager indicated that he would like the carbon inside the barrels replaced. We solicited a quotation from the carbon barrel manufacturer (General Carbon) to remove and replace the carbon inside each of the barrels.

Boswell's estimated fee to sample the spent carbon and provide contractor access to the gas vents during the carbon replacement is approximately **$1,500.00.**

In addition to the Boswell fee the estimated laboratory and subcontractor costs are as follows:

Subcontracted Laboratory

Full Toxicity Characteristic Leaching Procedure (TCLP)
@ $650.00 x 3 (estimated) $2,000.00

The estimated cost for the subcontracted laboratory is **$2,000.00.**

General Carbon

The estimated contractor fee for the transportation, disposal and replacement of the activated carbon is as follows:

Transportation and Change Out Service
@ $1,200.00/event $1,200.00

1,200 lbs. of GC 4x8B Activated Carbon
@ $1.70 /lb. $2,040.00

Disposal of 1,200 lbs. of Spent Media
@ $0.10 /lb. $120.00

The total estimated cost for transportation, disposal and activated carbon is approximately **$3,400.00.**

The above includes transportation to and from site, vaccum out of spent carbon, installation of fresh carbon, removal and disposal of spent carbon. Please note that the pricing assumes that the spent carbon is non-hazardous (ID-27). If the material is considered hazardous waste, the City will be billed an additional cost (not included herein).

Task 2B - <u>Carbon Canister Breakthrough Determination</u>

Since there is no scheduled maintenance requirements for the passive gas venting system, Boswell will monitor for carbon canister breakthrough on a weekly basis for one (1) quarter of operation (12-weeks). During this time, we will collect field data using a RKI Eagle Gas Portable Monitor to measure influent and effluent air streams. The data collected will then be utilized to calculate the efficiency and change out frequency of the carbon canisters.

Please note that a carbon canister reaches its VOC removal capacity when the concentration of contaminants in the outflow equals the concentration in the inflow. Measuring this rate is important in determining if a larger capacity carbon canister is needed. Moreover, if breakthrough occurs in a short time period other control devices may be required.

The estimated cost is **$800.00 per week** for 12-weeks or **$9,600.00 for the quarter.**

Task 2C - <u>Air Pollution Control Operating Permit Renewal</u>

The site's Air Pollution Control Permit expired on June 15, 2015 and must be renewed. Along with the permit renewal, the NJDEP case manager indicated that it will be necessary to develop an Air Sampling Plan for the site that must be submitted to the NJDEP Division of Air Quality for approval.

Under this task Boswell will prepare the following:

1. Permit Renewal to include:

    - A draft RADIUS renewal submittal package for City to review and comment;

- Incorporate the City's comments, if any;
- Submit the final RADIUS renewal package via the "myNewJersey" portal; and,
- If City does not have a "myNewJersey" account for the certification and electronic submittal of the RADIUS package, Boswell will assist City in creating the account.

2. Air Sampling Plan to include:

- Inquire with the NJDEP Division of Air Quality regarding the specific air sampling requirements, if any, for the subject site;
- Provide a draft Air Sampling Plan for the City to review and comment;
- Incorporate the City's comments, if any; and,
- Prepare a final NJDEP submittal package.

Under items 1 and 2 above, Boswell will respond to the first round of NJDEP comments. Further consultation or response to additional comments will be billed on a time and material (T&M) basis, if necessary.

Our estimated fee to prepare the Air Pollution Control Permit renewal and develop an Air Sampling Plan is **$9,000.00**.

Task 3 - <u>Gas Vent Air Sampling</u>

The City should be aware that the site's air sampling requirements may change based upon the work detailed under Task 2 above. If the site's air sampling requirements **do not significantly differ** from the previous, Boswell will perform annual air sampling by collecting two (2) air samples before and after the replaced carbon canisters to evaluate the effectiveness of the vent systems from at least one (1) passive gas vent, on each of the three (3) separate vent systems. The selection of vents will be based on airflow and/or readings from the landfill gas meter.

The gas system functions to control the potential migration of residual landfill gas which might be generated by the decomposition of waste. The vent sample will be analyzed for ethyl mercaptan, hydrogen sulfide, methane, methyl mercaptan, non-methane hydrocarbons as hexane (NMHC) and volatile organic compounds (VOC) in accordance with the facility specific requirements. The air sample results will be compared with the applicable site specific air emission standards.

Boswell will also perform quarter monitoring of landfill gases for lower explosive limits (LEL), total volatile organic compounds (VOC) using a photoionization detector (PID) and gas flow rate (ACFM) at eight (8) existing landfill gas vents (GV-50, GV-52, GV-56, GV-71, GV-73, GV-77, GV-79 and GV-80).

The inspection and monitoring will be conducted during the site's quarterly sampling events. 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 also provide a summary of the LEL, PID and ACFM results.

Our estimated fee to conduct the annual gas vent air sampling is approximately **$3,000.00** for 2016 and 2017. Please note the cost for the quarterly gas monitoring is **included with Task 1 above.**

In addition to the Boswell fee the estimated laboratory subcontractor fee is as follows:

Subcontracted Laboratory

6 VOC Analysis (Method TO-15)
@ $225.00/sample x 2 events $2,700.00

6 Ethyl Mercaptan, Hydrogen Sulfide, Methane, Methyl Mercaptan and Non-Methane Hydrocarbon Analysis
@ $150.00/sample x 2 events $1,800.00

6 Summa Canisters with Controllers
@ $75.00/canister x 2 events $900.00

Sample Equipment
@ $275.00/event x 2 events $550.00

The estimated cost for the subcontracted laboratory is approximately **$6,000.00.**

Task 4 - 2016 and 2017 O&M Reports

The results of the weekly, quarterly, semi-annual and annual inspection and sampling activities will be summarized in an Annual Report submitted to the City's Project Manager in March 2017 and March 2018, the year following the end of the 2016 and 2017 reporting periods.

Boswell's estimated fee for preparation of the Annual Monitoring Report is approximately **$7,500.00 per year or $14,000.00 total.** Our fee includes three (3) copies of the Annual Report (1 copy for the NJDEP, 1 copy for the EPA and 1 copy for the City). Additional copies, if necessary, will be billed at our current copying rates.

Task 5 - Monthly DNAPL Recovery

Dense Non-Aqueous Phase Liquids (DNAPL) has been identified in monitoring well MW-12S since December 2012. 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 product recovery.

Boswell will utilize the existing dedicated Well Wizard® sampling pump along with low flow sampling equipment to recover the DNAPL and transfer it into 55-gallon drums for proper off-site disposal.

The estimated fees and costs associated for the remainder of 2016 (5-events), 2017 (12-events) and the first quarter of 2018 (3-events) are as follows:

Boswell

Product recovery and disposal contractor oversight
@ $1,500/month x 20 months $30,000.00

Contractor

Drum Disposal
@ $150.00/drum x 4 drums $600.00

Transportation
@ $500.00/event x 2 events $1,000.00

Sample Equipment
$250.00/event x 20 events $5,000.00

Boswell's estimated fee for the work detailed under this task for the 20-events is **$30,000.00.** The total estimated contractor costs for Task 5 is approximately **$6,600.00.**

Task 6 - Well Survey

In order to complete the NJDEP Department of Water Allocation Form-B's it will be necessary to have a New Jersey Licensed Surveyor survey the three (3) most recently installed wells (MW-19S, MW-20S and MW-21S). The information required includes the well's northing and easting coordinates and well and casing elevation to the nearest 1/100 of a foot. Our estimated fee to survey the well locations (State Plane Coordinates NAD 83), top of casing elevation and prepare the requisite NJDEP Bureau of Water Allocation forms is **$2,500.00.**

Task 7 - Monthly Site Inspections

Under Task 7 Boswell will conduct 20 monthly site inspections to identify components requiring maintenance or repair. The inspections will be conducted at the following areas:

1. Landfill cover system;

2. Surface water control system;
3. Sip Avenue Ditch;
4. Hackensack Riverbank;
5. Monitoring wells;
6. Passive gas venting system; and,
7. Site security system.

Information collected during the inspection will be documented in the field inspection forms provided in the O&M Plan.

Since we will already be on-site for the monthly DNAPL recovery, our fee will be less than if this work was performed separately. Boswell's estimated fee to conduct the site inspections for 2016 (5-events), 2017 (12-events) and 2018 (3-events) and prepare the requisite forms is approximately **$13,500.00.**

Task 8 - <u>Updated CEA (if necessary)</u>

A Classification Exception Area (CEA) has been established for the Jersey City portion of the property. If the quarterly groundwater sample data for 2016 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 **$5,500.00.**

Task 9 - <u>Project Management - Site Maintenance</u>

Under this task Boswell will provide the necessary project management services to coordinate with the City for the required annual maintenance activities. In accordance with the O&M plan the vegetative cover should be mowed annually in early summer and any debris, large weeds and woody plant species should be removed. It was indicted that the City will be hiring a landscaping contractor to remove small trees, clear overgrown vegetation from around the gas vents, drainage areas and cover system.

In accordance with the City's requirements, we will provide part-time site inspection on the first and last days of the contractor's work. Prior to commencing work we will brief the contractor on existing site conditions, provide access to the property, locate the gas vents and provide oversight as needed. Our fee for the project management services, assuming three (3) maintenance events for each of 2016 and 2017, is approximately **$7,000.00.**

In addition to the City's contractor, Boswell will also hire a contractor to perform further necessary site maintenance activities (i.e. level the area around the gas vents, fill animal burrows, repair goose fence and remove debris).

The estimated subcontractor cost to perform site maintenance activities is approximately **$5,000.00.**

Please note for the purposes of this proposal we have assumed only routine maintenance will be required.

Task 10 - LSRP Program Management

Under this task Boswell will provide the necessary LSRP project management services required to coordinate with the City as well as NJDEP and EPA, complete and submit the required forms, review contractor health and safety submittals/workplans and ensure compliance with the site's O&M Plan.

Our estimated fee to provide LSRP project management services as needed is approximately **$12,500.00.**

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	CONTRACTOR & LABORATORY COSTS
1	Quarterly Groundwater, Sediment and Surface Water Sampling	$45,500.00	$60,100.00 (Lab) $8,400.00 (Equipment)
2a	Spent Carbon Disposal	$1,500.00	$5,400.00
2b	Carbon Canister Breakthrough Determination	$9,600.00	
2c	Air Pollution Control Operating Permit Renewal	$9,000.00	
3	Gas Vent Sampling	$3,000.00	$6,000.00
4	2016 and 2017 O&M Reports	$14,000.00	
5	Monthly DNAPL Recovery	$30,000.00	$6,600.00
6	Well Survey	$2,500.00	
7	Site Inspection	$13,500.00	
8	Updated CEA (if necessary)	$5,500.00	
9	Project Management – Site Maintenance	$7,000.00	$5,000.00
10	LSRP Program Management	$12,500.00	
	SUBTOTALS	**$153,600.00**	**$91,500.00**

GRAND TOTAL	**$245,100.00**

EXCLUSIONS

Services and costs not included in this proposal are summarized as follows:

1. Increases in scope of work;

2. Work beyond the first quarter (March) of 2018;

3. Additional inspection, investigation, sampling or analysis beyond that specifically outlined above;

4. Vapor intrusion (VI) surveys or workplans;

5. USEPA or NJDEP Permit fees;

6. Response to NJDEP air permitting comments beyond one (1) round;

7. Fines associated with expired air permit;

8. Design, repair and/or maintenance of the existing systems; and,

9. Design and/or installation of improvements.

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 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 continuing to work 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

for

Stephen T. Boswell, Ph.D., P.E., LSRP

STB/FJR/cr

cc: Lichuan Wang, P.E., Principal Engineer
Brian Weller, Director Division of Architecture and Engineering

160802crpl (2016-2017-2018) revised.doc

BOSWELL ENGINEERING

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): Kevin J. Boswell, P.E./Vice President

Representative's Signature: Kevin J. Boswell

Name of Company: Boswell Engineering

Tel. No.: 201-641-0770 **Date:** July 12, 2016

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

The contractor and the Vice 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): Kevin J. Boswell, P.E./Vice President
Representative's Signature: Kevin J. Boswell
Name of Company: Boswell Engineering
Tel. No.: 201-641-0770 **Date:** July 12, 2016

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
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
Signed: Kevin J. Boswell Title: Vice President
Print Name: Kevin J. Boswell, P.E. Date: July 12, 2016

Subscribed and sworn before me this 12th day of July, 2016
My Commission expires:

LUANN BABICZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 10, 2017

(Affiant)
Brian J. Rypkema, Esq., Secretary
(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 Boswell Engineering (name of business entity) has not made any reportable contributions in the **one-year period preceding July 12, 2016 (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 Boswell Engineering (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 _____ Title: Vice President

Print Name Kevin J. Boswell, P.E. Date: July 12, 2016

Subscribed and sworn before me
this 12th day of July, 2016.
My Commission expires:

Seal)

LUANN BABICZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 10, 2017

B. J. Rypkema
(Affiant)
Brian J. Rypkema, Esq., Secretary
(Print name & title of affiant) (Corporate

**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.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Boswell Engineering, Inc.

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name:	Stephen T. Boswell	Name:	Kevin J. Boswell
Home Address:	40 Midland Avenue Wyckoff, NJ 07481	Home Address:	760 Peach Tree Lane Franklin Lakes, NJ 07417
Name:	Bruce D. Boswell	Name:	
Home Address:	17 Pineview Drive Waldwick, NJ 07463	Home Address:	
Name:		Name:	
Home Address:		Home Address:	

Subscribed and sworn before me this 12th day of July 2016.

(Notary Public)

My Commission expires:

LUANN BABICZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 10, 2017

(Affiant)

Kevin J. Boswell, P.E., Vice President
(Print name & title of affiant)

(Corporate Seal)

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, Inc.

Address : 330 Phillips Avenue, South Hackensack, NJ 07606

Telephone No. : 201-641-0770

Contact Name : Stephen T. Boswell, Ph.D., P.E., LSRP, SECB

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.

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, Inc.

Address: 330 Phillips Avenue, South Hackensack, NJ 07606

Telephone No.: 201-641-0770

Contact Name: Stephen T. Boswell, Ph.D., P.E., LSRP, SECB

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

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

FORD M. SCUDDER
Acting 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)

Certification 1502

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-2016 to 15-JUN-2019

BOSWELL ENGINEERING, INC.
330 PHILLIPS AVENUE
SO. HACKENSACK NJ 07606

FORD M. SCUDDER
Acting 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:
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. Chracchis
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. 16.578

Agenda No. 10.Z.37

Approved: AUG 17 2016

TITLE:

A RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF JERSEY CITY POLICIES AND PROCEDURES MANUAL AS OF THE JUNE 2014 UPDATE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, it is the obligation of the City of Jersey City to act in accordance with all applicable federal and state employment laws and regulations including, but not limited to the Civil Rights Act, the Equal Opportunity Act, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Law Against Discrimination, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, the Civil Service Act, and the Workers Compensation Act; and

WHEREAS, the City of Jersey City determined that it would insure that its officials, appointees, employees, volunteers and prospective employees are treated in a manner generally consistent with these laws and regulations by memorializing its policies and procedures in a manual that would be published and available to its employees and the public; and

WHEREAS, accordingly, the City of Jersey City promulgated a Policies and Procedures Manual, most recently revised in 2014; and

WHEREAS, pursuant to the Mayor-Council form of government under the Faulkner Act, N.J.S.A. 40:69A-31 et seq, the administrative and executive functions of government, including the promulgation of a policy and procedures manual, are vested in the Mayor/Business Administrator; and

WHEREAS, to further insure compliance and dissemination of the City's policies and procedures, and to satisfy the State of New Jersey that it desires to proceed in accordance with best practices, the Municipal Council of the City of Jersey City also wishes to approve and adopt the manual.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Personnel Policies and Procedures Manual, most recently revised in 2014, be and is hereby approved and adopted, including any subsequent amendments and supplements.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

A RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF JERSEY CITY POLICIES AND PROCEDURES MANUAL AS OF THE JUNE 2014 UPDATE.

Initiator

Department/Division	Department of Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	**201-547-4147**	rjkakoleski@jcnj.org

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

Resolution Purpose

To formally adopt by council resolution the City of Jersey City policies and procedures manual.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 8/18/14

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

City Clerk File No. Res. 16. 579

Agenda No. 10.Z.38

Approved: AUG 17 2016

TITLE:

RESOLUTION WAIVING ADMINISTRATIVE FEE AND BONDING REQUIREMENT FOR THE FRIENDS OF THE COMMUNITY AWARENESS SERIES TO HOLD THE JERSEY CITY AFRICAN CULTURAL ARTS FESTIVAL AT BERRY LANE PARK

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

WHEREAS, Friends of the Community Awareness Series, a New Jersey registered non-profit organization, requested use of Berry Lane Park to hold an African Cultural Arts Festival; and

WHEREAS, the Friends of the Community Awareness Series is holding the event sponsored by the City; and

WHEREAS, the City requires that any organization conducting an event requiring a festival license submit an administrative fee and provide a bond; and

WHEREAS, the Friends of the Community Awareness Series has produced insurance naming the City as an additional insured; and

WHEREAS, some non-profit organizations do not have or cannot afford to pay an administrative fee nor procure the required bond; and

WHEREAS, these particular organizations would not be able to hold these functions without the required fee and bond; and

WHEREAS, these functions are open to the public and it would be in the best interest of the City to allow these functions to continue even without private insurance nor payment of an administrative fee.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorize the City's Division of Commerce to waive the necessary fees and bond for the Friends of the Community Awareness Series to conduct the African Cultural Arts Festival at Berry Lane Park on August 27, 2016.

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 AUG 17 2016

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 WAIVING ADMINISTRATIVE FEE AND BONDING REQUIREMENT FOR THE FRIENDS OF THE COMMUNITY AWARENESS SERIES TO HOLD THE JERSEY CITY AFRICAN CULTURAL ARTS FESTIVAL AT BERRY LANE PARK

Initiator

Department/Division	City Council	
Name/Title	Diane Coleman	Councilwoman Ward F
Phone/email	201-547-5338	dcoleman@jcnj.org

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

Resolution Purpose

To waive administrative fee and bond for the Friends of the Community Awareness Series to hold a City sponsored event- The African Cultural Arts Festival at Berry Lane Park on August 27, 2016.

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.16.580

Agenda No. 10.Z.39

Approved: AUG 17 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE BLOCK 3702 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 consists of Block 3702, Lot 32 on the Jersey City tax map; and

WHEREAS, the study area contains a parking lot and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

WHEREAS, the study area boundary is depicted on the attached map labeled "Block 3702 Study Area Boundary Map" dated August 4, 2016; 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," an "area in need of rehabilitation," or 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.

Maryann Bucci-Carter, AICP, PP, Director
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 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE BLOCK 3702 STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director of City Planning
Phone/email	201-547-5010	maryannb@jcnj.org

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

Purpose

This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 3702, Lot 32 for determination as an area in need of redevelopment or rehabilitation. The study area contains city parking lots that appear to exhibit qualifying characteristics worthy of study.

A map of the area is attached.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

BLOCK 3702 STUDY AREA
BOUNDARY MAP

AUGUST 17, 2016

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

Summary Sheet

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE BLOCK 3702 STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 3702, Lot 32 for determination as an area in need of redevelopment or rehabilitation. The study area contains city parking lots that appear to exhibit qualifying characteristics worthy of study.

RECEIVED
2016 AUG 17 P 1:53
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

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

City Clerk File No. Res. 16.581

Agenda No. 10.Z. 40

Approved: AUG 17 2016

TITLE:

RESOLUTION AMENDING RESOLUTION 16-503 TO AUTHORIZE THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 137 ARLINGTON AVENUE A/K/A BLOCK 23302, LOT 14

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, since February 1, 1996, Annette M. Carter has been the owner of a two family residence located at 137 Arlington Avenue a/k/a Block 23302, Lot 14, f/k/a Block 2013, Lot 17B [Property]; and

WHEREAS, the owner also borrowed HOME funds from the City in the amount of $45,000 which was secured by a 20 year affordable housing mortgage, recorded on February 6, 1996 in Book 5849, at page 048; and

WHEREAS, the City's mortgage required the homeowner to reside at the property and to maintain the affordability restrictions for a period of twenty (20) years and thereafter, make a certain payment to the City upon the first unrestricted sale of the property; and

WHEREAS, the owner borrowed $189,000 from East Coast Mortgage Corporation which loan was secured by a First Mortgage on the Property, which mortgage was recorded on July 16, 2007, recorded on August 2, 2007 in Book 16126 at page 245; and

WHEREAS, on June 25, 2007 the City, in accordance with the terms of its mortgage, agreed to subordinate its mortgage to a First Mortgage by executing a subordination agreement that was recorded on August 2, 2007 in Book 603, Page 118; and

WHEREAS, the owner now desires to refinance the First Mortgage (not sell the property), to obtain a lower interest rate and lower her monthly mortgage payments; and

WHEREAS, the Property appraised for $260,000 so that the amount of the refinanced First Mortgage would not undermine the City's Second Mortgage; and

WHEREAS, by the adoption of Resolution 16-503 on July 13, 2016, the City had authorized the execution of an agreement to subordinate its mortgage to that of a new First Mortgage with United Northern Mortgage Bankers, LTD., in amount not to exceed $197,395 to secure the future payment due upon sale under its Second Mortgage; and

WHEREAS, however, by the time Resolution 16-503 was adopted on July 13, 2016, the mortgage had expired and the owners had to find a new lender; and

WHEREAS, the new lender is First Mortgage, Caliber Home Loans, Inc.; and

WHEREAS, the City has reviewed the request for subordination of its Second Mortgage to the loan of Caliber Home Loans, Inc., and concluded that the fair market value of the property supports both the amount of the new loan and the City's Mortgage; and

Continuation of Resolution _____ Pg. # _____

City Clerk File No. Res. 16. 581

Agenda No. 10.Z.40

TITLE:

RESOLUTION AMENDING RESOLUTION 16-503 TO AUTHORIZE THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 137 ARLINGTON AVENUE A/K/A BLOCK 23302, LOT 14

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement in a form to be approved by the Corporation Counsel, subordinating the balance of the City's Second Mortgage, affecting 137 Arlington Avenue, also known as Block 23302, Lot 14, f/k/a Block 2013, Lot 17B, to the interests of the First Mortgage of Caliber Home Loans, Inc., in amount not to exceed $197,395, subject to the receipt of a clear title report, with only the First and Second Mortgages as liens against the Property, through the date of closing.

JM
8/17/16

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

Prepared by:_____
James M. La Bianca
Asst. Corporation Counsel

STATE OF NEW JERSEY
COUNTY OF HUDSON

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this _____ day of _____, 2016, by and among the following: Annette M. Carter, hereinafter referred to as "Owner" or "Borrower", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and the Caliber Home Loans, Inc., hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a Loan to Borrower(s), requires the subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 137 Arlington Avenue, Jersey City, New Jersey a/k/a Block 23302, Lot 14 formerly known as Block 2013, Lot 17B.

2. The superior debt is more fully described in a note in the original principal sum of $197,395.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.

3. The subordinated debt is more fully described in a note in the original principal sum of $45,000.00 executed by Borrowers on December 22, 1995, recorded in Book 5849, at page 048 and made payable to the City of Jersey City (the Subordinating Party).

4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.

5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this __ day of _____, 2016.

CITY OF JERSEY CITY

By: _____
Robert J. Kakoleski
Business Administrator

STATE OF NEW JERSEY)
ss.:
COUNTY OF HUDSON)

I CERTIFY that on _____, 2016, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as Acting Business Administrator of the City of Jersey City, the entity named in this instrument; and

(c) executed this instrument as the act of the entity named in this instrument.

_____
James M. LaBianca
Attorney at Law, N.J.

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 Execution of a Mortgage Subordination Agreement Affecting The Property Known As 137 Arlington Avenue A.K.A. Block 23302, Lot 14.

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

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

Resolution Purpose

It is necessary for the City to subordinate its mortgage to a new first mortgage for the owners of 137 Arlington Avenue. The owners are refinancing to a lower interest rate.

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. 16.582

Agenda No. 10.z. 41

Approved: AUG 17 2016

TITLE:

A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL RECOGNIZING AUGUST 21st AS SENIOR CITIZENS DAY

COUNCIL AS A WHOLE offered and moved for the adoption of the following resolution:

WHEREAS, the members of this Municipal Council, along with all the residents of the City of Jersey City have ample reason this year and every year to reserve a special day to honor the senior citizens who mean so much to our families and our communities; and,

WHEREAS, as seniors today enjoy more years of productivity, and are reinforcing their roles as leaders and as links with our local and ethnic heritage and sense of purpose as individuals and as a community; and,

WHEREAS, many seniors are using their golden years to embark on second careers or serving as volunteers, giving younger Americans a fine example of responsibility, resourcefulness, competence, and determination; and,

WHEREAS, for all they have achieved throughout life and for all they continue to accomplish, we owe senior citizens our thanks, which we can show by making sure that our communities are good places in which to mature and grow older, places in which older people can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity; and,

WHEREAS, in 1988, The United States Congress, by House Joint Resolution 138, authorized by President Ronald Reagan, designated August 21 as "National Senior Citizens Day,"

NOW, THEREFORE, BE IT RESOLVED that the Jersey City Municipal Council does hereby recognize August 21 as National Senior Citizens Day, and

BE IT FURTHER RESOLVED that the members of the Jersey City Municipal Council call on the residents, leaders, and senior advocate of the City of Jersey City to observe this day with appropriate ceremonies and activities.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.17.16

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