

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

City Clerk File No. Res. 15.355

Agenda No. 10.A

Approved: MAY 27 2015



TITLE:

RESOLUTION ACCEPTING GRANT FUNDS FOR THE FY 2015 CLEAN COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, the Clean Communities and Recycling Grant Act, P.L. 2002, c.128 has established a Clean Communities Program from which a grant is awarded to municipalities in order to encourage litter pickup and removal; and

WHEREAS, it is the intent and the spirit of the Clean Communities and Recycling Grant Act to use the Clean Communities grants to promote and encourage a clean and safe environment; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated Clean Community regulations to implement the Clean Communities and Recycling Grant Act; and

WHEREAS, the City of Jersey City desires to accept these funds for purposes of litter cleanup and removal, education programs to promote clean communities, graffiti abatement, enforcement of local anti-littering laws and other programs, as per attached grant guidelines; and

WHEREAS, a resolution accepting the funds in the amount of \$399,518 for such Clean Communities grant will memorialize the commitment of this municipality to cleaning up the community and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Clean Communities and Recycling Act and its regulations.

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

- 1) The City of Jersey City hereby accepts the funds of \$399,518 from the New Jersey Department of Environmental Protection for the Fiscal Year 2015 Clean Communities Grant; and
- 2) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION 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 ACCEPTING GRANT FUNDS FOR THE FY 2015 CLEAN COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Initiator

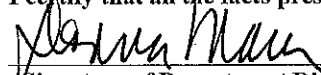
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	201-547-5042	DonnaM@jcnj.org

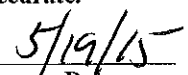
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City desires to accept these funds, in the amount of \$399,518, for purposes of litter cleanup and removal, education programs to promote clean communities, graffiti abatement, enforcement of local anti-littering laws and other programs, as per attached grant guidelines.

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. 15.356

Agenda No. 10.B

Approved: MAY 27 2015

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2015-2016 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of April 22, 2015, the Municipal Council of the City of Jersey City introduced and approved the Historic Downtown Special Improvements District following budget for the period July 1, 2015 through June 30, 2016, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on May 27, 2015; and

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

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

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

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

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

1. The Historic Downtown Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$240,00.00 for the Historic Downtown Special Improvement District for the period July 1, 2015 through June 30, 2016, which sum shall be raised by taxation during the period July 1, 2015 through June 30, 2016.

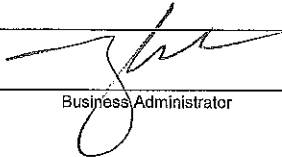
2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.

3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.

4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Historic Downtown Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

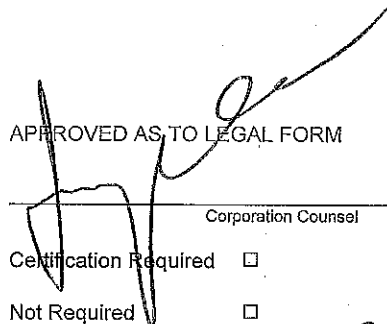
RB/rj

APPROVED: _____



Business Administrator

APPROVED: _____



APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

Historic Downtown Special Improvement District Budget FY 2015-2016

Ordinary Income/Expense					
		Income			
			Revenues		
				Private	
				Groove on Grove Vendor Fees	
1				Commerce Permit Fees Reimbursed	\$ 4,000.00
2				Security Deposit Reimbursed	
3				Groove on Grove Vendor Fees	\$ 500.00
4				Street Fair Vendor Fees	\$ 25,000.00
5				Farmers' Market Fees	\$ 45,000.00
6				Assessment	\$ 240,000.00
7				Total Private	\$ 314,500.00
8				Public/UEZ	
8				Grants (Sponsorships)	
9				Farmers Market Sponsorship	\$ 10,000.00
10				Holiday Décor Sponsor	\$ 5,000.00
11				Sponsorships Groove on Grove	\$ 20,000.00
12				Sponsorships Annual Street Fair	\$ 40,000.00
13				Total Grants	\$ 75,000.00
14				Total Revenues	\$ 389,500.00
15				Total Income	\$ 389,500.00
16				Gross Profit	\$ 389,500.00
17				Expenses	
S				Interest Expense	\$ -
19				Subcontractor	\$ -
U				Petty Cash	\$ -
18				Meetings & Travel	
W				Lodging	\$ -
19				Meals	\$ 300.00
20				Meeting Materials	\$ 300.00
21				Meeting & Travel - Other	\$ 50.00
22				Parking	\$ 200.00
23				Transportation	\$ 375.00
24					
25				Rent	\$ 1,200.00
26				Utilities	\$ 100.00
27				Postage	\$ 275.00
28				Accountant - Audit	\$ 3,500.00
29				Accountant - Bookkeeping & Tax Preparation	\$ 10,500.00
30				Accountant - Payroll	\$ 4,500.00
31				Bank Service Fees	\$ 100.00
K1				Insurance	
32				Insurance	
33				Cell Phone Insurance	\$ 250.00
34				D&O Insurance	\$ 875.00

35				General Liability	\$ 21,705.00
36				Health Insurance	\$ 8,400.00
O1.1				Insurance Tax for GL	\$ -
O1.2				Finance charge for GL	\$ -
O1.3				Fee for GL Financing	\$ -
P1				Workman's Comp	\$ -
Q1				Business owners	\$ -
R1				Umbrella	\$ -
S1				Employee Reimbursements	
37				Grand Opening Materials	\$ 550.00
38				Payroll Expense	
39				NJ - WF/SWF Company	\$ 200.00
W1				NJ - Health Care Subsidy Co.	
40				NJ - Unemployment Tax	\$ 2,800.00
41				NJ - Disability Tax	\$ 450.00
42				Social Security Tax	\$ 11,000.00
43				Medicare Tax	\$ 2,600.00
44				Federal Unemployment	\$ 430.00
45				Administration	
46				Wages	\$ 159,660.00
47				Overtime	\$ 1,500.00
48				Bonuses	\$ 8,500.00
49				Dues/Subscriptions	\$ 1,200.00
F2				Education	\$ -
50				Telephones	
51				Internet/Office phone	\$ 1,500.00
52				Cell Phones	\$ 4,250.00
J2					\$ -
53				Office Supplies	\$ 8,000.00
54				Events\Marketing\Promotions	
				Social Media Marketing	\$ -
				P/T Event Help	\$ -
55				Banners	\$ 20,000.00
56				Equipment Rental	\$ 5,500.00
57				Holiday Lights	\$ 5,000.00
58				Lighting	\$ 750.00
59				Marketing Design	\$ 5,500.00
60				Music	\$ 5,500.00
				Stage	
				Lighting	
				Food/Drink	
				Tent Purchase	\$ -
				Tent Maintenance	\$ -
61				PATH Ads	\$ 10,300.00
62				Performer/Entertainment	\$ 5,500.00
63				Permits	\$ 4,000.00
				Taxi	\$ -

				Misc-Deeer	
64				Printing/Promotions/Advertising	\$10,000.00
				Advertising	\$ -
65				Photography	\$ 2,000.00
66				Security	\$10,000.00
67				Sound	\$ 6,500.00
68				Sponsorships	\$ 2,000.00
69				Staffing for Events	\$ 3,000.00
70				Tent Rentals	\$ 15,000.00
71				Web Promotion	\$ 2,000.00
72				Website	\$ 3,500.00
				Street Fairs - A40	
73				Operations	
74				Landscaping	\$ 600.00
O2					\$ -
75				Uniforms	\$ 2,500.00
76				Clean Team Supplies	\$ 5,000.00
T2					\$ -
77				Total Expense	\$ 379,420.00
78					
79				Net Ordinary Income	\$ 10,080.00
80				Other Income/Expense	
81				Other Income	
82				Interest Income	\$ 150.00
A3				Other Income	\$ -
83				Total Other Income	\$ 150.00
84				Net Other Income	\$ 150.00
Net Income					\$ 10,230.00

A public hearing on the Historic Downtown Special Improvement District 2015-2016 FY Budget as introduced April 22, 2015, will be held Wednesday, May 27, 2015 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.357
 Agenda No. 10.C
 Approved: MAY 27 2015
 TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on April 24, 2015 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Historic Downtown Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

WHEREAS, on May 27, 2015, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Historic Downtown Special Improvement District for the budget year July 1, 2015 through June 30, 2016; and

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

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

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
[Signature] Rolando R. Lavarro, Jr., President of Council
[Signature] Robert Byrne, City Clerk

PUBLIC NOTICE
City of Jersey City

Historic Downtown Special Improvement District 2015-2016				
Block	Lot	Owner	Property Location	Amount
12901	6	109 CHRISTOPHER COLUMBUS, LLC	109 COLUMBUS DR.	\$1,819.42
12802	24	112 MERCER ST.PROJECT	112 MERCER ST.	\$0.00
12901	5	115 CCD PARTNERS, L.P.	115 COLUMBUS DR.	\$2,992.46
13001	1	116 NEWARK AV.CORP.C/O CAROL MAURER	116 NEWARK AVE.	\$5,282.29
11405	18	121 NEWARK GROVE, LLC	121 NEWARK AVE.	\$1,795.48
11404	18	126 NEWARK AVE., L.L.C.	126 NEWARK AVE.	\$2,934.53
11405	16	129 NEWARK AVE. OF J.C., INC.	129 NEWARK AVE.	\$2,427.49
12704	6	129-131 NEWARK AVE.	191 NEWARK AVE.	\$461.80
12704	3	129-131 NEWARK AVE.	195 NEWARK AVE.	\$389.02
12704	4	129-131 NEWARK AVE.	193.5 NEWARK AVE.	\$389.02
12704	5	129-131 NEWARK AVE.	193 NEWARK AVE	\$1,428.72
11404	22	136 NEWARK AVENUE LLC	136 NEWARK AVE.	\$672.71
11404	23	138 NEWARK AVENUE ASSOCIATES, L.L.C	138 NEWARK AVE.	\$665.52
11405	5	157 NEWARK AVENUE,LLC % FABCO E.INC	157 NEWARK AVE.	\$1,196.98
11405	1	159-161 NEWARK AVENUE, LLC	159-61 NEWARK AVE.	\$3,671.39
12704	15	163-165 NEWARK AVE,LLC%HUDSON EQUIT	163-5 NEWARK AVE.	\$7,610.91
12705	4	165 CHRISTOPHER COLUMBUS DRIVE, LLC	165 COLUMBUS DR	\$0.00
12704	14	167-169 NEWARK AVE. REALTY, LLC	167 NEWARK AVE.	\$1,431.59
12704	12	173 NEWARK AVE.CORP.	173 NEWARK AVE.	\$694.25
12704	17	173 NEWARK AVE.CORP.	156 COLUMBUS DR	\$448.87
12704	18	173 NEWARK AVE.CORP.	158 COLUMBUS DR.	\$897.74
12703	9	178 COLUMBUS DRIVE, LLC	178 COLUMBUS DR.	\$1,763.64
12704	10	179 NEWARK AVENUE, LLC.	179 NEWARK AVE.	\$1,795.48
11115	2	194-196 NEWARK AVENUE, LLC	194-96 NEWARK AVE.	\$911.62
11115	1	200 NEWARK AVENUE, LLC	198-200 NEWARK AVE.	\$1,835.46
11404	10	213-215 BAY ST.	349 GROVE ST.	\$598.49
11404	11	213-215 BAY ST.	347 GROVE ST.	\$598.49
11113	29	216 NEWARK AVENUE, LLC	216 NEWARK AVE.	\$598.49
11110	8	247-249 NEWARK AVE.CORP.C/O MOCCO	245 NEWARK AVE.	\$671.27
11110	7	247-249 NEWARK AVE.CORP.C/O MOCCO	247 NEWARK AVE.	\$671.27
11110	9	247-249 NEWARK AVE.CORP.C/O MOCCO	243 NEWARK AVE.	\$671.27
11110	10	247-249 NEWARK AVE.CORP.C/O MOCCO	239 NEWARK AVE.	\$671.27
11110	6	247-49 NEWARK AVE.CORP.C/O MOCCO	249 NEWARK AVE.	\$671.27
12905	21	273 GROVE STREET CORNER U.R. L.L.C.	273 GROVE ST.	\$598.49
12905	22	275-277, L.L.C.	275 GROVE ST.	\$0.00
12905	22	275-277, L.L.C.	275 GROVE ST.	\$0.00
12906	23	295-297 ASSOC,INC%KAPLAN & MACK LLC	295 GROVE ST.	\$478.79
12906	22	295-297 ASSOC.,INC.%KAPLAN & MACK LC	297 GROVE ST.	\$598.49
12906	19	303 GROVE STREET PARTNERS,LLC	303 GROVE ST.	\$311.22
11403	20	304 PAVONIA AVENUE, LLC	353 GROVE ST.	\$1,947.73
11405	2	324 BARROW STREET, LLC	330 BARROW ST.	\$526.67
11405	3	324 BARROW STREET, LLC	328 BARROW ST.	\$587.00

11405	4	324 BARROW STREET, LLC	324 BARROW ST	\$1,764.83
11404	16	335-337 GROVE STREET, LLC	337 GROVE ST.	\$455.33
11404	17	335-337 GROVE STREET, LLC	335 GROVE ST.	\$479.99
11404	15	339 GROVE STREET, LLC	339 GROVE ST.	\$468.02
11507	28	340 GROVE, L.L.C	340 GROVE ST.	\$598.49
11404	14	341 GROVE STREET,LLC% HONEY-TEL	341 GROVE ST.	\$576.71
11507	30	344 GROVE STREET, L.L.C.	344 GROVE ST.	\$598.49
11110	2	349 SSB2 LLC	349 SECOND ST.	\$598.49
11110	2	349 SSB2 LLC	388 MONMOUTH ST.	\$0.00
11110	2	349 SSB2 LLC	388 MONMOUTH ST.	\$0.00
11403	17	363 GOVE ST., LLC	363 GROVE ST.	\$598.25
11508	19	364 GROVE STREET LIMIED LIABILITY C	364 GROVE ST.	\$598.49
12706	14	511 PHOENIX ASSOC.%PHOENIX PROPERTY	511 JERSEY AVE.	\$0.00
12703	8	523 JERSEY AVENUE CORP.	523 JERSEY AVE.	\$478.79
11401	1	546 JERSEY, LLC	546 JERSEY AVE.	\$512.07
11113	22	549-551 JERSEY AVENUE, LLC	551 JERSEY AVE.	\$598.49
11113	23	549-551 JERSEY AVENUE, LLC	549 JERSEY AVE.	\$598.49
11114	32	550 JERSEY AVE., L.L.C.	550 JERSEY AVE.	\$0.00
12705	3	88 SEEK UP, LLC	167 COLUMBUS DR.	\$0.00
11110	3	ABRAMS, ARTHUR & MARSHALL WOFEY	255 NEWARK AVE.	\$646.37
12705	5	AIGEN, GARY P. & HELEN V.	163 COLUMBUS DR	\$598.49
13001	2	ALILE, ESOHE & MOTTA, SCOTT J.	102 COLUMBUS DR.	\$0.00
11113	21	ALLIOT, SARAH JANE	553 JERSEY AVE.	\$0.00
12705	2	AMMAR REALTY, LLC	169 COLUMBUS DR	\$598.49
12705	12	ANDRADE, JUAN	319 BARROW ST.	\$526.67
13001	2	ANG, ALBERT T.	102 COLUMBUS DR.	\$0.00
11110	2	AQUINO, FATIMAH	382 MONMOUTH ST.	\$0.00
11110	2	AQUINO, FATIMAH	388 MONMOUTH ST.	\$0.00
12702	4	ARBUS, JESSICA M. & ZUCARELLI, EVAN	217 NEWARK AVE.	\$0.00
11405	19	ARGARWAL, BRIJ & CHAMAN	119 NEWARK AVE.	\$1,272.87
13001	2	ARORA, SUMIT & DHOND, AVANI	102 COLUMBUS DR.	\$0.00
12702	4	ARSHAVSKY,LIDIA & CRIMIER,HUGO	217 NEWARK AVE.	\$0.00
12802	24	ATAHAN, SINEM	112 MERCER ST.	\$0.00
11114	38	AVILES, HERMINIO	558 JERSEY AVE.	\$0.00
13001	2	AWE, TINUADE	102 COLUMBUS DR.	\$0.00
12706	13	BAPTIST REHABILATATION %REALTY MGMT	513 JERSEY AVE.	\$0.00
13001	2	BARRETTO, ANNA CHRISTINA R.	102 COLUMBUS DR.	\$0.00
13001	2	BARRETTO, CLARISSA R.	102 COLUMBUS DR.	\$0.00
11112	1	BARZOLA, MILTON	225 NEWARK AVE.	\$1,033.96
12702	4	BATOG, KONRAD & FUKU, MAIKO	217 NEWARK AVE.	\$0.00
11508	17	BAY GROVE TERR.INC. C/O E. KANG	354 GROVE ST.	\$0.00
11508	17	BAY GROVE TERR.INC. C/O E. KANG	354 GROVE ST.	\$0.00
11508	17	BAY GROVE TERR.INC. C/O E. KANG	354 GROVE ST.	\$0.00
11508	18	BAY GROVE TERR.INC. C/O E. KANG	358 GROVE ST.	\$1,795.48
11508	17	BAY GROVE TERRACE, INC.	354 GROVE ST.	\$550.61
11508	17	BAY GROVE TERRACE, INC.	354 GROVE ST.	\$0.00
12702	4	BECK, LINDA	217 NEWARK AVE.	\$0.00

12702	4	CHEN, MING H. & GUO, WEI LIN	217 NEWARK AVE.	\$0.00
13001	2	CHEN, PAO H. & DAN TING	102 COLUMBUS DR.	\$0.00
11507	31	CHEUNG, DANNY	346 GROVE ST.	\$598.49
12706	12	CHIANG, FRANKIE	515 JERSEY AVE.	\$478.79
11113	33	CHICONELLI, ADALBERTO	224 NEWARK AVE.	\$598.49
11113	32	CHICONELLI, ADALBERTO	222 NEWARK AVE.	\$598.49
11405	15	CHICONELLI, ADALBERTO	133 NEWARK AVE.	\$598.49
13001	2	CHIEN, CHIA-LIANG	102 COLUMBUS DR.	\$0.00
13001	2	CHIU, VIVIAN, & TSANG, JENNIE	102 COLUMBUS DR.	\$0.00
13001	2	CHO, LOUIS	102 COLUMBUS DR.	\$0.00
13001	2	CHOI, JUNG M.	102 COLUMBUS DR.	\$0.00
13001	2	CHOWDHRY, SHERU	102 COLUMBUS DR.	\$0.00
11401	25	CITY OF JERSEY CITY	244 BAY ST	\$0.00
13004	1	CITY OF JERSEY CITY	324 GROVE ST.	\$0.00
12904	1	CITY OF JERSEY CITY	280 GROVE STREET	\$0.00
12802	24	COHEN, MICHELE & JACOBS, HENDRIK	112 MERCER ST.	\$0.00
12705	9	COLUMBUS REALTY, LLC.	155 COLUMBUS DR.	\$0.00
12705	6	COLUMBUS REALTY, LLC.	161 COLUMBUS DR	\$0.00
12705	7	COLUMBUS REALTY, LLC.	159 COLUMBUS DR	\$0.00
12705	8	COLUMBUS REALTY, LLC.	157 COLUMBUS DR	\$0.00
12705	10	COLUMBUS REALTY, LLC.	153 COLUMBUS DR.	\$0.00
12705	11	COLUMBUS REALTY, LLC.	151 COLUMBUS DR.	\$0.00
11113	21	COMBES, RICHARD & SHYR, LUNA	553 JERSEY AVE.	\$0.00
12901	8	CONSTANTINOS C. POLYCHRONIS FOUND	103 COLUMBUS DR.	\$514.70
12901	7	CONSTANTINOS C. POLYCHRONIS FOUND	107 COLUMBUS DR.	\$634.40
12901	9	CONSTANTINOS C. POLYCHRONIS FOUND	319 GROVE ST.	\$2,441.85
11404	27	CRACKED EGGS, L.L.C.	146 NEWARK AVE.	\$466.82
11110	2	CREECH, BENJAMIN P. & SARAH	330 FIRST ST.	\$0.00
11110	2	CREECH, BENJAMIN P. & SARAH	388 MONMOUTH ST.	\$0.00
11404	3	CRUZ, ISMAEL	150 NEWARK AVE.	\$671.75
12901	4	CRUZ, ISMAEL	125 COLUMBUS DR.	\$598.49
12903	24	CRUZ, ISMAEL	290 GROVE ST.	\$1,417.95
12901	2	CRUZ, ISMAEL	129 COLUMBUS DR.	\$598.49
12901	12	CRUZ, ISMAEL	311 GROVE ST.	\$598.49
12901	3	CRUZ, ISMAEL	127 COLUMBUS DR.	\$598.49
11403	15	CRUZ, ISMAEL & MERCEDES	367 GROVE ST.	\$603.28
11403	16	CRUZ, ISMAEL & MERCEDES	365 GROVE ST.	\$597.30
11404	13	CRUZ, ISMAEL & MERCEDES	343 GROVE ST.	\$705.02
11507	29	CRUZ, ISMAEL & MERCEDES	342 GROVE ST.	\$598.49
11404	28	CRUZ, ISMAEL & MERCEDES	148 NEWARK AVE.	\$481.19
12906	26	CRUZ, ISMAEL & MERCEDES	291 GROVE ST	\$478.79
11404	12	CRUZ, ISMAEL & MERCEDES	345 GROVE ST.	\$609.50
11404	2	CRUZ, RAMON & GLADYS	152 NEWARK AVE.	\$675.10
11111	2	D 7 P NEWARK AVENUE REALTY CORP.	240 NEWARK AVE.	\$897.74
12802	19	DAMERGY, JOHN	501 JERSEY AVE.	\$598.49
12706	16	DAMERGY, JOHN R	507 JERSEY AVE.	\$0.00
12706	17	DAMERGY, JOHN R	505 JERSEY AVE.	\$0.00

12706	18	DAMERGY, JOHN R	503 JERSEY AVE.	\$598.49
12702	4	DAY, LAUREN K.	217 NEWARK AVE.	\$0.00
12703	6	DEL FORNO, DANTE, RHETT & JESSICA	527 JERSEY AVE.	\$478.79
12705	12	DEMCSAK, MAXWELL R.	319 BARROW ST.	\$0.00
11114	39	DEROUBAIX, FABRICE D.	558.5 JERSEY AVE.	\$0.00
12702	4	DESAI, RAKSHA	217 NEWARK AVE.	\$0.00
12702	4	DESANTO, PETER	217 NEWARK AVE.	\$0.00
12702	4	DICKINSON, JAMES & JENNIFER	217 NEWARK AVE.	\$0.00
12702	4	DICKINSON, JAMES A. & JENNIFER A.	217 NEWARK AVE.	\$0.00
12705	3	DUNN, JUDITH	167 COLUMBUS DR.	\$0.00
12705	12	EBRAHIMI, PEGAH	319 BARROW ST.	\$0.00
13001	2	EDKE, YOGESH & PRADNYA	102 COLUMBUS DR.	\$0.00
12704	7	ENNOBLE REACH MANAGEMENT, CORP.,	187-189 NEWARK AVE.	\$922.64
11114	35	ESPOSITO, NICHOLAS	554 JERSEY AVE.	\$0.00
11113	30	ESTATE OF JOSEPH G. IECAMPO	218 NEWARK AVE.	\$598.49
11110	2	ESTATE OF RALPH P.MANCUSO	384A MONMOUTH ST.	\$0.00
12702	1	FAMULARO, J. & M.	297-301 FIRST ST.	\$1,795.48
13001	2	FAN, CHEN & ZHEN & SHENYAN	102 COLUMBUS DR.	\$0.00
13001	2	FEDERAL NATIONAL MORTGAGE ASSOC.	102 COLUMBUS DR.	\$0.00
12702	4	FELIU, GABRIEL	217 NEWARK AVE.	\$0.00
12702	4	FERREL, BRANDIE & PLADDYS, EDWARD	217 NEWARK AVE.	\$0.00
12702	4	FISHER, RYAN S.	217 NEWARK AVE.	\$0.00
11507	27	FIVE STAR INV. GROUP, LLC	338 GROVE ST.	\$598.49
12802	23	FIVE STAR INVESTMENT	493 JERSEY AVE.	\$598.49
11405	11	FIVE STAR INVESTMENT GROUP	141 NEWARK AVE.	\$1,056.22
12704	22	FIVE STAR INVESTMENT GROUP LLC	520 JERSEY AVE.	\$2,182.58
11113	24	FIVE STAR INVESTMENT GROUP, LLC	547 JERSEY AVE.	\$2,382.00
11113	25	FIVE STAR INVESTMENT GROUP, LLC	280 FIRST ST.	\$586.52
11113	26	FIVE STAR INVESTMENT GROUP, LLC	282 FIRST ST.	\$646.37
11401	4	FIVE STAR INVESTMENT GROUP, LLC	188 NEWARK AVE.	\$666.00
12705	31	FIVE STAR INVESTMENT GROUP, LLC	516 JERSEY AVE.	\$598.49
12802	24	FIVE STAR INVESTMENT GROUP, LLC	112 MERCER ST.	\$1,795.48
12901	1	FIVE STAR INVESTMENT GROUP, LLC	143 COLUMBUS DR.	\$4,189.45
12704	27	FIVE STAR INVESTMENT GROUP, LLC	530 JERSEY AVE.	\$399.07
11401	5	FLEET NATIONAL BANK % BURR WOLFF LP	186 NEWARK AVE.	\$669.83
11401	6	FLEET NATIONAL BANK % BURR WOLFF LP	184 NEWARK AVE.	\$1,359.77
11401	27	FOGEL 248 BAY, LLC	248 BAY ST.	\$1,196.98
12702	4	FONDI, TOMMASO & JUNKO	217 NEWARK AVE.	\$0.00
11113	1	FOREVER LUCKY CORPORATION	30 COLES ST.	\$565.46
12702	4	FRIEDLANDER, JESSE	217 NEWARK AVE.	\$0.00
12702	4	FTD NEWARK AVENUE, LLC	217 NEWARK AVE.	\$981.53
12702	4	FTD NEWARK AVENUE, LLC	217 NEWARK AVE.	\$1,053.35
12702	4	FTD NEWARK,LLC%FIELDS DEVEL. GROUP	217 NEWARK AVE.	\$0.00
12702	4	FUSCHETTO, ANGELO	217 NEWARK AVE.	\$0.00
12702	4	GAFFOOR, FAREEDA	217 NEWARK AVE.	\$0.00
12702	4	GAO, YU & CUI, HAINI	217 NEWARK AVE.	\$0.00
11113	21	GARDA, LLC	553 JERSEY AVE.	\$598.49

13001	2	GHAHRAMANI, DR. PARVIZ	102 COLUMBUS DR.	\$0.00
12705	12	GIANCOLA, CARRIE & WASILESKI, ADAM	319 BARROW ST.	\$0.00
12903	25	GMC FOUNDATION	294 GROVE STREET	\$0.00
11111	1	GMC FOUNDATION, INC. % M. SHAHID	244-250 NEWARK AVE.	\$1,665.72
13001	2	GOLDBERG, STUART	102 COLUMBUS DR.	\$0.00
11404	9	GONZALEZ, ADILIO C/O GONZALEZ	351 GROVE ST.	\$598.49
11403	18	GONZALEZ, ELIZABETH W.	361 GROVE ST.	\$598.49
12705	3	GREEN, MARLENE	167 COLUMBUS DR.	\$0.00
11507	33	GROVE & BAY RLTY CORP C/O GONZALEZ	350 GROVE ST.	\$574.55
11507	1	GROVE & BAY RLTY CORP C/O GONZALEZ	352 GROVE ST.	\$622.43
11405	21	GROVE I, L.L.C.	321 GROVE ST.	\$2,534.74
13001	2	GROVE POINTE U.R.,LLC%D. CRONHEIM	100 COLUMBUS DR.	\$567.85
13001	2	GROVE POINTE U.R.,LLC%D.CRONHEIM	100 COLUMBUS DR.	\$20,010.00
13001	2	GROVE POINTE UNIT 801T, LLC	102 COLUMBUS DR.	\$0.00
13001	2	GU, JIAJUN	102 COLUMBUS DR.	\$0.00
13001	2	GUPTA, NAVIN K. & PATIL, SMITHA D.	102 COLUMBUS DR.	\$0.00
13001	2	GURJAR, VINAYAK S. & SONALI V.	102 COLUMBUS DR.	\$0.00
12903	1	HATZIDOUKAS, PANAGIOTIS & MARIA	300 GROVE ST.	\$1,570.44
12705	3	HERNANDEZ, JULIAN & LORIMAR	167 COLUMBUS DR.	\$0.00
12702	4	HERZIG, DOMINIK & ANNAIG	217 NEWARK AVE.	\$0.00
12702	4	HIRSH, IRA M.	217 NEWARK AVE.	\$0.00
12704	23	HOPKINS, BLYTHE A.&MACEK,THOMAS JAY	522 JERSEY AVE	\$0.00
12702	3	HUETE, FRANK J & MARINA	293 FIRST ST.	\$598.49
13001	2	HYUN, BOK IN	102 COLUMBUS DR.	\$0.00
12702	4	IM, CHRISTINA	217 NEWARK AVE.	\$0.00
12901	10	IOAKIMIDIS, IOANNISS & STELLA	315 GROVE ST.	\$598.49
11110	1	ITALIAN EDUCATIONAL & CULTURAL CENT	380 MONMOUTH STREET	\$0.00
11114	1	J.E.SCHAEFFER,E.SCHAEFFER,ANNA MARI	562.5 JERSEY AVE.	\$0.00
11401	28	J.G.S.RLTY.INC.	172 NEWARK AVE.	\$1,196.98
13001	2	JABALLAH, ADNANE & DOUHA	102 COLUMBUS DR.	\$0.00
12702	4	JAIWAL, MOHIT & JESSICA	217 NEWARK AVE.	\$0.00
11401	26	JARQUIN, CLAUDINA	246 BAY ST.	\$598.49
11405	13	JC 137, INC.	137 NEWARK AVE.	\$1,208.95
12704	1	JC PRIME, LLC % ELLEN LOK	197 NEWARK AVE.	\$1,062.20
12703	5	JEHOVAH WITNESSES CONGREGATION	529 JERSEY AVE	\$0.00
12704	28.01	JERSEY AVENUE MM, LLC	532 JERSEY AVE.	\$1,711.69
11401	13	JERSEY CITY PARKING AUTHORITY	174 NEWARK AVE.	\$0.00
11401	2	JERSEY NEWARK, LLC	544 JERSEY AVE.	\$512.79
11401	3	JERSEY NEWARK, LLC	190 NEWARK AVE.	\$673.90
12702	4	JOINT NEW LTD.	217 NEWARK AVE.	\$0.00
12702	4	JONES, DEMIAN X. & STARITSINA, ANNA	217 NEWARK AVE.	\$0.00
11114	41	JONES, SCOTT & JONES-STERMAN, SUSAN	562 JERSEY AVE.	\$0.00
11404	20	JUN, CHONG KWAN & JUNG HEE	132 NEWARK AVE.	\$648.29
12702	4	JUSU, MADELINE	217 NEWARK AVE.	\$0.00
12704	9	KALCANIDES, LLC	181-3 NEWARK AVE.	\$1,051.67
11404	24	KALCANIDES, STEVEN & MARIA	140 NEWARK AVE.	\$670.31
12702	4	KALYANARAMAN, SRINIVAS	217 NEWARK AVE.	\$0.00

13001	2	KANEMATSU, WATARU & KURODA, MIEKO	102 COLUMBUS DR.	\$0.00
12704	24	KARSHINSKY, PAULINA & DUSOVIC, NEDELJKO	524 JERSEY AVE.	\$0.00
12702	4	KHATIWADA, SHIKSHYA	217 NEWARK AVE.	\$0.00
11110	2	KHOMCHYN, NADIYA	351 SECOND ST.	\$0.00
11110	2	KHOMYCHUN, NADIYA	388 MONMOUTH ST.	\$0.00
13001	2	KIM, RAFAEL H.	102 COLUMBUS DR.	\$0.00
13001	2	KIM, SOO JUNG	102 COLUMBUS DRIVE	\$0.00
12702	4	KIM, YOUNG S.	217 NEWARK AVE.	\$0.00
12706	12	KIND, JONATHAN & MARIANA	515 JERSEY AVE.	\$0.00
12802	21	KNIGHT, CHRISTOPHER & APONTE, CARLOS	497 JERSEY AVE.	\$0.00
12906	19	KOBLENZ, JEFFREY	303 GROVE ST.	\$0.00
12702	4	KOKHAN, IGOR & KHRAMOVA, NATALIA	217 NEWARK AVE.	\$0.00
12702	4	KONG, ADDIE & TSOI, YEE KI WENDY	217 NEWARK AVE.	\$0.00
13001	2	KOO, MYONG JA	102 COLUMBUS DR.	\$0.00
13001	2	KWAN, WAI YIP & CHOW, PO YEE	102 COLUMBUS DR.	\$0.00
12906	19	KWARA REALTY, INC.	303 GROVE ST.	\$287.28
12704	30	KYUNG HO, LLC	538 JERSEY AVE.	\$395.96
12702	4	LADOO, TELLY	217 NEWARK AVE.	\$0.00
11508	17	LAMRABAT, MUSTAPHA	354 GROVE ST.	\$502.73
11508	17	LAMRABAT, MUSTAPHA	354 GROVE ST.	\$0.00
11508	17	LAMRABAT, MUSTAPHA	354 GROVE ST.	\$0.00
12702	4	LAPITSKAYA, JULIA	217 NEWARK AVE.	\$0.00
12702	4	LAU, KAITLIN	217 NEWARK AVE.	\$0.00
11110	12	LAWRENCE PETRACCO, D.C.	233 NEWARK AVE.	\$541.04
13001	2	LEBRIS, NICOLE & AVE, JONATHAN	102 COLUMBUS DR.	\$0.00
12706	12	LEE, ANGELA	515 JERSEY AVE.	\$0.00
11110	2	LEE, CHIA YU	334 FIRST ST.	\$0.00
13001	2	LEE, DAVID Y. & KAO, SHUWEN	102 COLUMBUS DR.	\$0.00
13001	2	LEE, HYOUNG SUK & KIM, SU KYOUNG	102 COLUMBUS DR.	\$0.00
12704	8	LEE, YIM KAM & AMY YIM KAM	185 NEWARK AVE.	\$470.89
12702	4	LI, ZENG & XIAOLEI	217 NEWARK AVE.	\$0.00
13001	2	LIANG, EMILY & CHAN, WAI SOON	102 COLUMBUS DR.	\$0.00
13001	2	LIANG, LIWEN	102 COLUMBUS DR.	\$0.00
13001	2	LIM, KWANG Y. & RIJANTO, LINA	102 COLUMBUS DR.	\$0.00
12906	19	LIN, HOWARD	303 GROVE ST.	\$0.00
12702	4	LINCAVAGE, MARTHA A.	217 NEWARK AVE.	\$0.00
12702	4	LIU, XIAOHONG	217 NEWARK AVE.	\$0.00
13001	2	LY, PERTER Y.; SIDNEY & KIMBERLY	102 COLUMBUS DR.	\$0.00
11406	1	M & L ASSOCIATES, L.L.C.	160 NEWARK AVE.	\$2,105.26
11405	17	M & R REAL ESTATE, LLC	127 NEWARK AVE.	\$1,225.71
11113	20	MALONEY, BRENT & SANDRA	287 SECOND ST.	\$0.00
12706	12	MALONEY, WILLIAM	515 JERSEY AVE.	\$0.00
11110	2	MAMADOPOULOS, KOSMAS	388 MONMOUTH ST.	\$0.00
13001	2	MAN, HOWARD & OU, ANITA	102 COLUMBUS DR.	\$0.00
11110	2	MANCUSO, CARMEN	388 MONMOUTH ST.	\$0.00
11110	2	MANCUSO, CARMEN	384A MONMOUTH ST.	\$0.00
11110	2	MANCUSO, RALPH P.	388 MONMOUTH ST.	\$0.00

12702	4	MANOLESCU, RADU & NEWMAN, SUSAN	217 NEWARK AVE.	\$0.00
11113	21	MANTRI, ASHOK & SHEELA	553 JERSEY AVE.	\$0.00
12702	4	MARAZITI, JACQUELINE ELIZABETH	217 NEWARK AVE.	\$0.00
13001	2	MARCUS, MATTHEW S.	102 COLUMBUS DR.	\$0.00
11405	8	MARO II, L.L.C.	149 NEWARK AVE.	\$997.57
11405	7	MARTIN GOLDMAN,LLC % CH MARTIN	151 NEWARK AVE.	\$2,393.97
12702	4	MARTINO, DOMINIC & DUYOS, EDWARD	217 NEWARK AVE.	\$0.00
12702	4	MATIAS, NATALIE	217 NEWARK AVE.	\$0.00
11404	22	MAYER, SHANE	136 NEWARK AVE.	\$0.00
12702	4	MAZER, NATALIE & DAVID	217 NEWARK AVE.	\$0.00
11405	20	MC DONALD'S CORP.	325 GROVE ST.	\$504.17
12705	12	MEARS, MARY	319 BARROW ST.	\$0.00
12702	4	MENDEZ, JOSE	217 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$287.28
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$287.28
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
12906	24	MIRZA, MUHAMMED HUSSAIN & ANWAR	293.5 GROVE STREET	\$478.79
13001	2	MISRA, ANSHUMAN R.	102 COLUMBUS DR.	\$0.00
13001	2	MITTAL, DEEPAK & KOTHARI, CHITRA	102 COLUMBUS DR.	\$0.00
12906	19	MODERNE PARTNERS	303 GROVE ST.	\$0.00
12906	19	MODERNE PARTNERS	303 GROVE ST.	\$0.00
12906	19	MODERNE PARTNERS % P. VEN BRUNT	303 GROVE ST.	\$0.00
13001	2	MOLINARI, GIDO & ELSA	102 COLUMBUS DR.	\$0.00
11114	34	MORANT, JOHNATHAN E. JR.,	552 JERSEY AVE.	\$0.00
12705	1	MOREIRA, MARIO A.	518 JERSEY AVE.	\$2,992.46
12705	12	MORHAIM, VICTOR H.	319 BARROW ST.	\$0.00
12705	12	MULLA, SIMONE & ADIL	319 BARROW ST.	\$0.00
12705	12	NAVEH, YAIR M.	319 BARROW ST.	\$0.00
11404	1	NEW BAY CONDOMINIUM PARTNERSHIP	154-158 NEWARK AVE.	\$2,010.93
11110	13	NEW STAR LEE, INC.	229-231 NEWARK AVE.	\$1,065.08
11404	25	NEWARK 144, LLC	142 NEWARK AVE.	\$665.52
11404	26	NEWARK 144, LLC	144 NEWARK AVE	\$405.06
12704	11	NEWARK COLUMBUS, LLC	175 NEWARK AVE.	\$1,196.98
12704	19	NEWARK COLUMBUS, LLC	162 COLUMBUS DR.	\$1,196.98
12702	4	NG, BERNARD	217 NEWARK AVE.	\$0.00
13001	2	NG, CHI KING & LUN FONG	102 COLUMBUS DR.	\$0.00

13001	2	NG, KAUFMAN & CHEUNG, ADA	102 COLUMBUS DR.	\$0.00
11404	22	NIELSEN, DIANE E.	136 NEWARK AVE.	\$0.00
11404	22	NIEVES, JORGE & SIMONELLI, NICOLE	136 NEWARK AVE.	\$0.00
11114	37	NIGAM, SANGARSH & SINGH, MRIDULA	556 JERSEY AVE.	\$0.00
12705	3	NIKOLIC, ZIVORAD, LJILJANA & IRENA	167 COLUMBUS DR.	\$0.00
12905	18	NISAR REALTY LLC	281 GROVE ST.	\$598.49
12702	4	NORRIS, ANDREW N. & MICHELE A.	217 NEWARK AVE.	\$0.00
12705	3	ONKEN, BERNARD	167 COLUMBUS DR.	\$0.00
12906	21	OROLOGAS, WILMA	299 GROVE ST.	\$598.49
12704	13	O-YOUNG, L.L.C.	171 NEWARK AVE.	\$598.49
12704	2	PADILLA ENRIQUE & GLADYS R.	195.5 NEWARK AVE.	\$390.94
13001	2	PAK, EUNJUNG ERIKA	102 COLUMBUS DR.	\$0.00
12705	12	PANOVA, DIANA V.	319 BARROW ST.	\$0.00
12702	4	PAREKH, KRUPA A.	217 NEWARK AVE.	\$0.00
11110	2	PASHKIN, RICHARD A. & ALISON-VEKLOTZ	384B MONMOUTH ST.	\$0.00
11110	2	PASHKIN, RICHARD A. & ALISON-VEKLOTZ	388 MONMOUTH ST.	\$0.00
11110	2	PASTULA, NICHOLAS & RODRIGUEZ, LISA	384E MONMOUTH ST.	\$0.00
11110	2	PASTULA, NICHOLAS & RODRIGUEZ, LISA	388 MONMOUTH ST.	\$0.00
12702	4	PENG, ANTAI	217 NEWARK AVE.	\$0.00
11110	11	PETRACCO, LAWRENCE & NUGNES, TRACEY	235 NEWARK AVE.	\$1,071.30
12706	12	PINCHBACK, WARNER L. III	515 JERSEY AVE.	\$0.00
13001	2	PO, HSIAO & XIANGDI, LI	102 COLUMBUS DR.	\$0.00
11114	40	POLLACK, S.D. & A.S. LEUNG YAU, K.	560 JERSEY AVE.	\$0.00
12702	4	POTDAR, SUVARNA MADHAV	217 NEWARK AVE.	\$0.00
12702	4	POWERS, CHRISTINE	217 NEWARK AVE.	\$0.00
12705	28	PRICE, MARY ANN	510 JERSEY AVE.	\$478.79
12702	4	QUINTERO, ISMAEL	217 NEWARK AVE.	\$0.00
12906	27	R HOLDINGS, LLC	289 GROVE ST.	\$478.79
12702	4	RAFTER, SUSAN	217 NEWARK AVE.	\$0.00
13001	2	RAMACHANDRAN, S. & NARAYANAN, R.	102 COLUMBUS DR.	\$0.00
12705	12	RAMDIAL, MOHANI	319 BARROW ST.	\$0.00
11404	21	RANI MANAGEMENT C/O ELYSEE INVEST.	134 NEWARK AVE.	\$679.89
12702	4	RAO, ARVINDH	217 NEWARK AVE.	\$0.00
11404	22	RAPPAPORT, DAVID	136 NEWARK AVE.	\$0.00
13001	2	RATHI, VAIBHAV & SODHANI, RICHA	102 COLUMBUS DR.	\$0.00
12705	12	RAY-CHAUDHURI, RAJEEB & PRIYA	319 BARROW ST.	\$0.00
13001	2	READ, JAMES E. & LEE, ANNIE	102 COLUMBUS DRIVE	\$0.00
12705	12	REINHART, BEAT F.K.	319 BARROW ST.	\$0.00
12702	4	REN, ZHONG & WU, JINXUAN	217 NEWARK AVE.	\$0.00
12705	12	RENTECH, LLC	319 BARROW ST.	\$0.00
12705	12	RENTECH, LLC	319 BARROW ST.	\$0.00
12705	12	RENTECH, LLC	319 BARROW ST.	\$0.00
12702	4	RISTORUCCI, ROBERT & SALTON, STEVE	217 NEWARK AVE.	\$0.00
12905	19	RIVER GROVE, L.L.C.	279 GROVE STREET	\$598.49
12905	20	RIVER GROVE, LLC	277 GROVE ST.	\$598.49
12905	22	RIVER GROVE, LLC	275 GROVE ST.	\$598.49
11114	36	RIVERA, JAMES & MARIA	554.5 JERSEY AVE.	\$0.00

13001	2	ROBERTS,KIMBERLY L. & WILLIAMS,T.	102 COLUMBUS DR.	\$0.00
12705	12	ROBINSON, DAVID & ADELITA	319 BARROW ST.	\$0.00
12705	27	RODRIGUEZ, SANTOS & ELISA	104 WAYNE ST.	\$1,915.18
11401	12	RODRIGUEZ,M. % 176 NEWARK AVE LLC	176 NEWARK AVE.	\$675.58
12802	20	ROLAND, FRANK & URSULA	499 JERSEY AVE.	\$0.00
11401	24	ROLONS BAR INC	242 BAY ST.	\$608.07
12705	12	ROWLEY, RACHEL	319 BARROW ST.	\$0.00
12706	12	ROZENFELD,D. & RASKINA,M.,JTWRS	515 JERSEY AVE.	\$0.00
12802	22	RUSSO, ALFONSE R. & LYDIA M.	495 JERSEY AVE.	\$598.49
12702	4	SAAD, DALE & SUZANNE	217 NEWARK AVE.	\$0.00
12705	12	SALOM, DOUGLAS JASON	319 BARROW ST.	\$0.00
12705	12	SANZ, MONICA	319 BARROW ST.	\$0.00
13001	2	SAPLE, AMIT & NAIK, SHAMIKA	102 COLUMBUS DR.	\$0.00
12706	11	SCHARF, KENNETH	517 JERSEY AVE.	\$598.49
12702	4	SCHORN, THOMAS	217 NEWARK AVE.	\$0.00
12702	4	SCHULMAN, HENRY K. & PATRICIA E.	217 NEWARK AVE.	\$0.00
11114	31	SEBECITY1, LLC	548 JERSEY AVE.	\$399.07
12702	4	SEMINOWICZ, CHRISTOPHER	217 NEWARK AVE.	\$0.00
12704	25	SENE, KWOK-HUIE ET ALS	526 JERSEY AVE.	\$399.07
12905	16	SHAD, YOUSUF ALI & M.B RAKHSHINDA	285 GROVE ST.	\$598.49
12702	4	SHAH, VINAY & AMI DOSHI	217 NEWARK AVE.	\$0.00
13001	2	SHANKARNARAYAN,S.&MURTHY,V.	102 COLUMBUS DRIVE	\$0.00
12705	12	SHEIBANIE, AMIR	319 BARROW ST.	\$0.00
12905	15	SHENG, MIKE YUAN-TAI	287 GROVE ST.	\$598.49
12702	4	SHESTAKOV, ROMAN & MARCINEX, LIDIA	217 NEWARK AVE.	\$0.00
11405	6	SHULAMMITE,LLC., & L.F.M.H. LLC.	155 NEWARK AVE.	\$1,196.98
11113	21	SILVA, SUSANA M. & JOSE A.	553 JERSEY AVE.	\$0.00
12803	35	SJW HOLDINGS, LLC	110 MERCER ST.	\$2,393.97
11110	2	SMALL, RICHARD & ROSE Y. MOY	388 MONMOUTH ST.	\$0.00
11110	2	SMALL, RICHARD A. & ROSE Y. MOY	332 FIRST ST.	\$0.00
12702	4	SONG, HANCI & YANG, KUAN	217 NEWARK AVE.	\$0.00
12702	4	SONG, JAE IK & HONG, JUNG YEON	217 NEWARK AVE.	\$0.00
11405	12	SROUR, RLTY. CO. INC.	139 NEWARK AVE.	\$1,062.92
11113	28	STATEWIDE SAV. % SOVEREIGN BANK	212-14 NEWARK AVE.	\$1,161.08
11114	33	STEIER, MARC ALAIN	550.5 JERSEY AVE.	\$0.00
12705	3	STENCE, KATIE M.	167 COLUMBUS DR.	\$0.00
12705	12	STIER, GERARD J.	319 BARROW ST.	\$0.00
12906	20	STINCHCOMB, ALBERT M.	301 GROVE ST.	\$0.00
12901	11	SU, R.& J.& O. & J.	313 GROVE ST.	\$598.49
13001	2	SUPER, YEVGENIY & IRINA	102 COLUMBUS DR.	\$0.00
12705	29	SWJ HOLDINGS, LLC	512 JERSEY AVE.	\$632.01
12705	30	SWJ MANAGEMENT, LLC	514 JERSEY AVE.	\$598.49
12803	1	SWJ MANAGEMENT, LLC	500 JERSEY AVE.	\$2,393.97
12702	4	TAC PROPERTIES, LLC	217 NEWARK AVE.	\$861.83
12702	4	TAKAGI, TOSHIMITSU	217 NEWARK AVE.	\$0.00
11113	21	TANK, VIKRAM & MANTRI, MAYA	553 JERSEY AVE.	\$0.00
12705	12	TEJADA, MANOLA	319 BARROW ST.	\$526.67

11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	386 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	349 SECOND ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	355 SECOND ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/OA-1 PROPERTY MGMT	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSEEST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11507	32	VILLAGE GROVE, LLC	348 GROVE ST.	\$598.49
12702	4	VILLEGAS, GABRIEL & PANKOVA, OLGA	217 NEWARK AVE.	\$0.00
12702	4	VOLKER, ROBYN & JTWRS, IRMSCHER	217 NEWARK AVE.	\$0.00
11405	9	VP NORTH NJ EMERALD, LLC	145 NEWARK AVE.	\$2,593.39
11113	34	VU, THIEN DAC & NGUYEN, HOA THI	226 NEWARK AVE.	\$636.80
13001	2	VUMMIDISINGH-LAXMANA,RAJINEESH & S.	102 COLUMBUS DR.	\$0.00
13001	2	WANG, XIAO	102 COLUMBUS DR.	\$0.00
12702	4	WATABE, DANIEL & AKIKO	217 NEWARK AVE.	\$0.00
12705	12	WECHSLER, MARILYN	319 BARROW ST.	\$0.00
12705	12	WECHSLER, MARILYN A.	319 BARROW ST.	\$0.00
12902	1	WELLS REIT II-INT'L FNCL TW%M. CALI	95 COLUMBUS DR.	\$15,669.49
13001	2	WEST, WILLIAM C/O GREENTHAL MANGMT.	102 COLUMBUS DR.	\$0.00
11404	22	WILLS, JORDAN & SUMI	136 NEWARK AVE.	\$0.00
12702	4	WONG, SPENCER K. & AXA	217 NEWARK AVE.	\$0.00
12702	4	WONG, WING, SZE & LIU, DEWITT C.	217 NEWARK AVE.	\$0.00
12702	4	WU, LIANG & GU, QILIANG	217 NEWARK AVE.	\$0.00
12702	4	WYMAN, MICHAEL	217 NEWARK AVE.	\$0.00
12706	12	YAN, MIN	515 JERSEY AVE.	\$0.00
13001	2	YANG, CYNTHIA X.	102 COLUMBUS DR.	\$0.00
13001	2	YANG, PUZE & ZHENG, YING	102 COLUMBUS DR.	\$0.00
12705	3	YASSIN, AARON	167 COLUMBUS DR.	\$0.00
13001	2	YOON, YONGSUK	102 COLUMBUS DR.	\$0.00
13001	2	YUMURTA, IZI & SARFATI, RACHEL	102 COLUMBUS DR.	\$0.00
12705	12	ZALIOUK, TAMAR & MARKHAM, JASON	319 BARROW ST.	\$0.00
12901	13	ZANAKIS, SEVASTI	305 GROVE ST.	\$1,795.48
13001	2	ZHANG, JUNCHEN & YUN	102 COLUMBUS DR.	\$0.00
13001	2	ZHANG, LETIAN	102 COLUMBUS DR.	\$0.00
13001	2	ZHANG, YIN	102 COLUMBUS DR.	\$0.00
				\$240,000.51

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Historic Downtown Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on **Wednesday, May 27, 2015 at 6:00 P.M.** at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

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

City Clerk File No. Res. 15.358

Agenda No. 10.D

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING THE CANCELLATION OF TAXES FOR THE YEARS 2013 AND 2014 AND THE CANCELLATION OF TAX SALE CERTIFICATE NO. 2014-1785 AFFECTING BLOCK 15004, LOT 15 ALSO KNOWN AS 711 MONTGOMERY STREET

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, McGinley Plaza, LLC ("McGinley Plaza") owned a parking lot during the years 2013 and 2014 at 711 Montgomery Street, Jersey City also known as Block 15004, Lot 15 ("Property"); and

WHEREAS, McGinley Plaza allowed the Parking Authority of the City of Jersey City ("Parking Authority") to operate and maintain a permit and metered parking lot on the Property through a month-to-month agreement since 2009; and

WHEREAS, pursuant to Resolution No. 9-14D approved on September 23, 2014, the Parking Authority approved a two (2) year lease agreement with McGinley Plaza for the Parking Authority's use of the Property effective as of January 1, 2013 and ending on December 31, 2014; and

WHEREAS, pursuant to N.J.S.A. 40:11A-19, if the Parking Authority leases property for the purpose of operating a public parking lot, the property is not subject to real property taxes; and

WHEREAS, pursuant to N.J.S.A. 54:4-63.31 et seq. on October 1st of each year, the Tax Assessor is authorized to do omitted tax assessments and may assess taxes for the current year and the prior year; and

WHEREAS, on October 1, 2014, the Tax Assessor did an omitted assessment on the Property for the 2013 and 2014 calendar years because the City of Jersey City ("City") had not been provided with a copy of the September 23, 2014 lease agreement between the McGinley Plaza and the Parking Authority; and

WHEREAS, on December 18, 2014, the Tax Collector sold Tax Sale Certificate No. 2014-1785 in the amount of \$88,089.04 to Jai Bajrangi Invest, LLC; and

WHEREAS, the Tax Assessor has determined that based on the September 23, 2014 lease agreement between the Parking Authority and McGinley Plaza, the Property continued to be used for tax exempt purposes during the time period it was taxed; and

TITLE: **MAY 27 2015**

RESOLUTION AUTHORIZING THE CANCELLATION OF TAXES FOR THE YEARS 2013 AND 2014 AND THE CANCELLATION OF TAX SALE CERTIFICATE NO. 2014-1785 AFFECTING BLOCK 15004, LOT 15 ALSO KNOWN AS 711 MONTGOMERY STREET

WHEREAS, pursuant to N.J.S.A. 54:5-43, the City desires to cancel Tax Sale Certificate No. 2014-1785;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that pursuant to N.J.S.A. 40:11A-19, the Tax Collector is authorized to cancel the taxes for 2013 and 2014 that accrued against 711 Montgomery Street and pursuant to N.J.S.A. 54:5-43 to cancel Tax Sale Certificate No. 2014-1785.

RR
5-12-15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CANCELLATION OF TAXES FOR THE YEARS 2013 AND 2014 AND THE CANCELLATION OF TAX SALE CERTIFICATE NO. 2014-1785 AFFECTING BLOCK 15004, LOT 15 ALSO KNOWN AS 711 MONTGOMERY STREET

Initiator

Department/Division	Assessments	
Name/Title	Eduardo Toloza	Tax Assessor
Phone/email	547-4707	Edward@jcnj.org

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

Resolution Purpose

McGinley Plaza, LLC (“McGinley Plaza”) owned a parking lot in 2013 and 2014 at 711 Montgomery St. (“Property”). McGinley Plaza allowed the Parking Authority to operate and maintain a parking lot on the Property through a month-to-month agreement since 2009. On 9-23-14, the Parking Authority approved a two year lease with McGinley Plaza for the Parking Authority’s use of the Property effective as of 1-1-13 and ending on 12-31-14. If the Parking Property leases property for the purpose of operating a public parking lot, the property is not subject to real property taxes. On 10-1-14, the Tax Assessor did an omitted assessment on the Property for the years 2013 and 2014 because the City had not been provided with a copy of the 9-23-14 lease between the McGinley Plaza and the Parking Authority. On 12-18-14, the Tax Collector sold a tax sale certificate for the Property. The Tax Assessor has determined that based on the 9-23-14 lease, the Property continued to be used for tax exempt purposes during the time period it was taxed. Consequently, the 2013 and 2014 taxes and the tax sale certificate should be cancelled.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

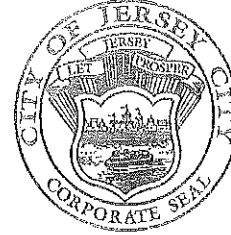
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.359

Agenda No. 10.E

Approved: MAY 27 2015

TITLE:



**AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE
CERTIFICATES# 2013-1646 & 2013-0189 SOLD TO US BANK
CUST FOR TOWER DBW**

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

WHEREAS, the City of Jersey City sold tax sale certificates on 274 Claremont Avenue, Block 22304 Lot 26, certificate# 2013-1646 and 81 Lincoln Street, Block 2702 Lot 8, certificate # 2013-0189 on December 19, 2013 to US BANK CUST FOR TOWER DBW; and

WHEREAS, US BANK CUST FOR TOWER DBW the third party lienholder for certificates 2013-1646 & 2013-0189 lost the original certificates issued on December 19, 2013; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificates were redeemed on March 9, 2015; and

WHEREAS, the Tax Collector would like to issue duplicate tax sale certificates to US BANK CUST FOR TOWER DBW under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that US BANK CUST FOR TOWER DBW be given duplicate tax sale certificates.

APPROVED: *Trusta Greco* CTC

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION 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 CERTIFICATES#
2013-1646 & 2013-0189 SOLD TO US BANK CUST FOR TOWER DBW

Initiator

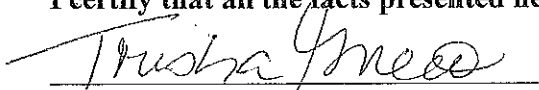
Department/Division	Administration	Tax Collection
Name/Title	Trisha Greco	Asst. Tax Collector
Phone/email	5526	Trisha@jcnj.org

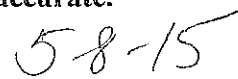
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this resolution is to prepare duplicate tax sale certificates for Us Bank Cust for Tower DBW who misplaced the original certificate.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

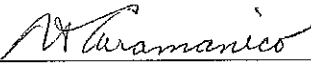
**AFFIDAVIT OF LOST CERTIFICATE OF SALE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997**

THIS IS TO CERTIFY THAT the following tax sale certificate, issued to the undersigned *US Bank as Cust for Tower DBW III* by the Collector of Taxes of the **Jersey City**, in the County of **Hudson**, and State of New Jersey, on lands known on the tax maps and tax duplicate of said municipality as **Block 2702, Lot 8**, and assessed thereon to **Raikundalia, Pinku G**, is lost and has not been transferred or otherwise assigned. I make this affidavit to include the municipality to authorize the issuance of a Duplicate Tax Sale Certificate.

<u>CERTIFICATE</u>		<u>AMOUNT</u>	<u>DATE</u>	<u>BOOK &</u>
<u>DATE</u>	<u>NUMBER</u>	<u>OF SALE</u>	<u>RECORDED</u>	<u>PAGE</u>
12/19/2013	2013-0189	1140.35	4/1/2014	18333/680

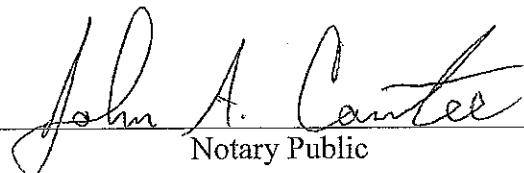
IN WITNESS WHEREOF, the said N A Caramanico for *US Bank as Cust for Tower DBW III* has hereunto set his hand and seal this May 4, 2015

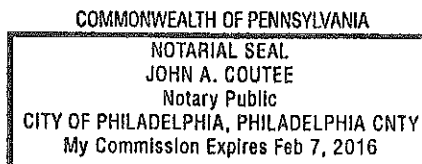
US Bank as Cust for Tower DBW III

BY: 
N A Caramanico
Vice President

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA**

BE IT REMEMBERED that on this May 4, 2015, before me, a Notary Public of New Jersey, personally appeared N A Caramanico, for *US Bank as Cust for Tower DBW III* who, I am satisfied, is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.


Notary Public



**AFFIDAVIT OF LOST CERTIFICATE OF SALE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997**

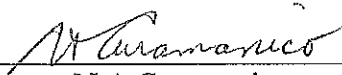
THIS IS TO CERTIFY THAT the following tax sale certificate, issued to the undersigned *US Bank as Cust for Tower DBW III* by the Collector of Taxes of the **Jersey City**, in the County of **Hudson**, and State of New Jersey, on lands known on the tax maps and tax duplicate of said municipality as **Block 22304, Lot 26**, and assessed thereon to **Mcknight, Rita & Keith**, is lost and has not been transferred or otherwise assigned. I make this affidavit to include the municipality to authorize the issuance of a Duplicate Tax Sale Certificate.

<u>CERTIFICATE</u>		<u>AMOUNT</u>	<u>DATE</u>	<u>BOOK &</u>
<u>DATE</u>	<u>NUMBER</u>	<u>OF SALE</u>	<u>RECORDED</u>	<u>PAGE</u>
12/19/2013	2013-1646	7,217.09	4/2/2014	18334/530

IN WITNESS WHEREOF, the said N A Caramanico for *US Bank as Cust for Tower DBW III* has hereunto set his hand and seal this May 4, 2015

US Bank as Cust for Tower DBW III


BY: _____



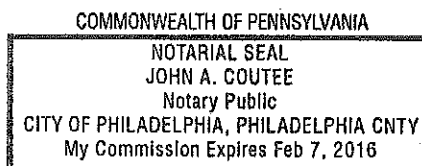
N A Caramanico
Vice President

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA**

BE IT REMEMBERED that on this May 4, 2015, before me, a Notary Public of New Jersey, personally appeared N A Caramanico, for *US Bank as Cust for Tower DBW III* who, I am satisfied, is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.



Notary Public



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

City Clerk File No. Res. 15.360

Agenda No. 10.F

Approved: MAY 27 2015

TITLE:



RESOLUTION CONSENTING TO THE SALE OF PROPERTY KNOWN AS 501 BERGEN AVENUE BY EQUALITY HOUSING LIMITED TO LEXINGTON MANOR OWNER, LP

COUNCIL
the following resolution:

offered and moved adoption of

WHEREAS, 501 Bergen Avenue, Block 18404 Lot 17 formerly known as Block 1804 Lot B.1 ("Property") is a 6 Unit building that the City of Jersey City ("City") sold at a public auction on January 26, 1978 for the sum of \$3,500.00 to Equality Housing Limited; and

WHEREAS, the deed dated January 17, 1979 and recorded in the Office of Hudson County Register in Book 3303 Page 1079 conveying the Property to Equality Housing Limited contained a restrictive covenant requiring the purchaser to obtain a Certificate of Occupancy for the Property within 6 months of the transfer; and

WHEREAS, the deed stated the following:

"This Deed does hereby give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the parties of the second part an estate upon the express condition subsequent that the tract or parcel of land and premises conveyed herein shall be in full complete compliance with all federal, state, and municipal laws, statutes, codes, ordinances, resolutions, rules and regulations within six (6) months from the date of this deed and within the same six (6) months shall be in full and complete compliance with all building plans and specifications submitted to the City of Jersey City. The purchaser upon completion of the above mentioned repairs or construction must obtain a Certificate of Occupancy from the Division of Buildings prior to the release of the final deed. This Reversionary Deed shall not supercede however, the rights of a lender who lends rehabilitation or construction monies for the improvement of the land and premises conveyed hereby";and

WHEREAS, Equality Housing Limited is the owner of other properties including 503 & 507 Bergen Avenue; and

WHEREAS, Equality Housing Limited is selling several properties including 501 Bergen Avenue to Lexington Manor Owner, LP ("Purchaser") for the sum of \$8.6 million; and

WHEREAS, the Purchaser agrees to take title to 501 Bergen Avenue with the same deed restrictions contained in the deed from the City to Equality Housing Limited; and

WHEREAS, the Purchaser will have 18 months to obtain a Certificate of Occupancy or a Certificate of Acceptance for 501 Bergen Avenue; and

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

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

TITLE: **MAY 27 2015**

**RESOLUTION CONSENTING TO THE SALE OF PROPERTY
KNOWN AS 501 BERGEN AVENUE BY EQUALITY HOUSING
LIMITED TO LEXINGTON MANOR OWNER, LP**

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 consent to the sale of 501 Bergen Avenue by Equality Housing Limited to Lexington Manor Owner, LP subject to the terms and conditions set forth above, which are incorporate herein; and
- 2) The City shall adopt a resolution removing the restriction affecting the Property after the Purchaser presents the City with a Certificate of Occupancy or a Certificate of Acceptance for the Property.
- 3) In the event a Certificate of Occupancy or Certificate of Acceptance is not available, the City shall adopt a resolution removing the restriction affecting the Property as long as the City's Real Estate Division issues a notice that rehabilitation of the Property is complete, provided such rehabilitation was performed pursuant to all applicable ordinances.
- 4) If requested by Purchaser, the City shall execute a recordable instrument confirming that the restriction has been removed.

APPROVED: *Ann Marie Kelly, Real Estate Manager* APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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 CONSENTING TO THE SALE OF PROPERTY KNOWN AS 501 BERGEN AVENUE BY EQUALITY HOUSING LIMITED TO LEXINGTON MANOR OWNER, LP

Initiator

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

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

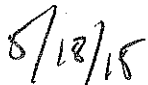
Resolution Purpose

501 BERGEN AVENUE (“PROPERTY”) IS A BUILDING WITH 6 UNITS THAT THE CITY OF JERSEY CITY (“CITY”) SOLD AT A PUBLIC AUCTION IN 1978. THE DEED CONVEYING THE PROPERTY TO THE PURCHASERS CONTAINED A RESTRICTIVE COVENANT REQUIRING THE PURCHASERS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR THE PROPERTY WITHIN 6 MONTHS OF THE TRANSFER. LEXINGTON MANOR OWNER, LP (“PURCHASER”) DESIRES TO PURCHASE THE PROPERTY ALONG WITH OTHER PROPERTIES THAT EQUALITY HOUSING LIMITED OWNS FOR THE SUM OF \$8.6 MILLION. EQUALITY HOUSING LIMITED AGREES TO PAY THE CITY THE SUM OF \$5,000.00 AT THE TIME OF CLOSING WITH THE PURCHASER IN EXCHANGE FOR THE CITY’S CONSENT TO THE SALE WITH DEED RESTRICTIONS.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

**Chiesa
Shahinian &
Giantomasi PC**

JAMES P. RHATICAN
One Boland Drive
West Orange, NJ 07052
973.530.2127
Fax: 973.530.2327
jrhatican@csglaw.com

csglaw.com

May 14, 2015

Via Electronic Mail and Regular Mail

Ms. Ann Marie Miller
City of Jersey City Real Estate Division
Municipal Court House
365 Summit Avenue
Jersey City, New Jersey 07302

Re: Lexington Manor Apartments: 501 and 507 Bergen Avenue

Dear Ms. Miller:

This firm represents Lexington Manor Owner, LP ("LMO"). Pursuant to an Agreement of Sale and Purchase ("Purchase Agreement"), dated March 24, 2014, LMO is in the process of acquiring several properties in the City of Jersey City (the "City") known collectively as the Lexington Manor Apartments, a 152 unit multifamily rental development comprised of 8 buildings. Equality Housing Limited ("Equality Housing") is the present owner and acquired the properties between 1978 and 1980. Two of the several properties subject to the Purchase Agreement—501 Bergen Avenue and 507 Bergen Avenue (collectively, the "Bergen Avenue Properties")—were purchased from the City by Equality Housing pursuant to public auctions on January 26, 1978 and October 26, 1978, respectively. The purpose of LMO's acquisition of these subsidized housing properties is to renovate them and retain them for occupancy by low-income families. LMO plans substantial rehabilitation of these buildings, and in November 2014 LMO received the City's approval for a tax exemption for the project. We write to request the City's assistance in resolving title issues that have hampered the closing of this transaction.

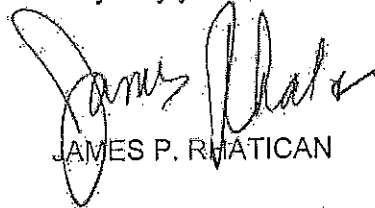
The deeds conveying the Bergen Avenue Properties from the City to Equality Housing each contain restrictive language that now prohibits the closing of the property sale. The deed conveying 501 Bergen Avenue, dated January 17, 1979 and recorded in the Office of Hudson County Register in Book 3303 Page 1079, contains a restrictive covenant that required Equality Housing to obtain a Certificate of Occupancy for the property within six (6) months of the transfer of the property. The deed conveying 507 Bergen Avenue, dated June 12, 1980 and recorded in the Office of Hudson County Register in Book 3303 Page 1076, contains language prohibiting the sale, conveyance or transfer of the property without the express consent of the City Council until all of the conditions of sale contained in the City's resolution authorizing the sale of the property have been met. One of the implied conditions of the City's resolution is the requirement that a Certificate of Occupancy be obtained for 507 Bergen Avenue. The City's Building Department has recently confirmed that Certificates of Occupancy have not been issued for the Bergen Avenue Properties.

Ms. Ann Marie Miller
May 14, 2015
Page 2

In order to facilitate the closing of title to the properties, LMO respectfully requests the City Council to consent to the sale of the Bergen Avenue Properties and release and waive the restrictions contained in the respective deeds from the City to Equality Housing. As a condition of such release and waiver, LMO is willing to commit to obtain a Certificate of Occupancy or a Certificate of Acceptance, as the case may be, for each of the Bergen Avenue Properties within eighteen (18) months. LMO anticipates that its comprehensive rehabilitation of the Lexington Manor Apartments will be completed within 18 months. Towards that end, LMO requests that the City consider resolutions that contain provisions that: (1) the City will remove the respective deed restrictions after LMO presents the City with a Certificate of Occupancy or a Certificate of Acceptance; and (2) in the event that a Certificate of Occupancy or a Certificate of Acceptance is not available, the City will remove the respective deed restrictions as long as the City's Real Estate Division issues a notice that the rehabilitation of the Bergen Avenue Properties is complete. We also ask that the City provide for these measures in the form of a recordable instrument.

Furthermore, LMO and Equality Housing intend to close on the property sale as soon as possible, so we respectfully request that the City Council consider the resolutions at the next meeting of the Council scheduled for May 27, 2015. Should you have any questions or require any additional information, please do not hesitate to contact me. Thank you for your courtesies and attention to this matter.

Very truly yours,



JAMES P. RIATICAN

JPR

cc: Joanne Monahan, Esq. (via electronic mail only)
Lexington Manor Owner, LP (via electronic mail only)
Equality Housing Limited (via electronic mail only)

AVROM R. VANN, P.C.
ATTORNEY-AT-LAW
1211 AVENUE OF THE AMERICAS-40TH FLOOR
NEW YORK, NEW YORK 10036-8718

(212) 382-1700

AVROM R. VANN, P.C.*

FACSIMILE NO. (212) 661-6976

*MEMBER NEW YORK
AND NEW JERSEY BARS

May 15, 2015

Ms. Annmarie Miller
City of Jersey City Real Estate Division
Municipal Court House
365 Summit Avenue
Jersey City, New Jersey 07302

RE: Lexington Manor Apartments: 501 and 507 Bergen Avenue
Jersey City, New Jersey

Dear Ms. Miller:

This law firm represents Equality Housing Limited ("Equality Housing") and Tuscany Operating Company, a limited partner in Equality Housing ("Tuscany").

We are in receipt of a copy of a letter to you dated May 14, 2015 from Chiesa, Shahinian & Giantomasi P.C. (hereinafter the "Chiesa Letter"). We join in and support the request contained in the Chiesa Letter with respect to permitting the closing of the sale to Lexington Manor Owner, LP ("LMO") conditioned upon the purchaser of the Property obtaining the required Certificates of Occupancy within 18 months after the closing for the above two properties, or alternatively, a Certificate of Acceptance or in the further alternative removal of the Deed restrictions if the City of Jersey City's Real Estate Division issues a notice that the rehabilitation of the properties is complete.

It is our understanding that you have asked our client to provide you with an explanation as to why Certificates of Occupancy were not obtained for these buildings in

AVROM R. VANN, P.C.

Ms. Annmarie Miller
City of Jersey City Real Estate Division
Municipal Court House
May 15, 2015

Page: 2

the early 1980's. We and our client have conducted a diligent investigation in an endeavor to answer your question. However, none of the persons who were involved with these properties during the time that the properties were purchased and in the years thereafter are currently connected in any manner with our client. It is also our understanding that the persons who were in charge of construction died probably more than ten (10) years ago.

None of the current principals, including the principal of HAC Realty who first became involved in the mid-1990's, have any information with respect to why Certificates of Occupancy were not obtained after the properties were purchased and originally renovated. The one thing my clients do know is that they have consistently operated these properties since the early 1980's and they never received any request from the City of Jersey City for Certificates of Occupancy for these buildings.

In fact, over the many years there were refinancing of these properties, a renewed HAP contract with HUD was issued during this period and there was a bankruptcy proceeding involving these properties which was filed in the year 1997 and which concluded with the renewed HAP contract, HUD and the M2M restructuring.

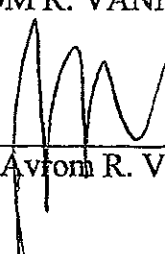
My clients do advise me that if at any time any inquiry had been raised about the Certificates of Occupancy for these two premises, they would have promptly addressed such an inquiry.

I hope that this provides you with sufficient background information to act favorably on the request sent to you in the Chiesa Letter.

Very truly yours,

AVROM R. VANN, P.C.

By:


Avrom R. Vann, Esquire

ARV: dat
CC: James P. Rhatian, Esquire
Equality Housing Ltd.

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

City Clerk File No. Res. 15.361

Agenda No. 10.G

Approved: MAY 27 2015

TITLE:



RESOLUTION CONSENTING TO THE SALE OF PROPERTY KNOWN AS 507 BERGEN AVENUE BY EQUALITY HOUSING LIMITED TO LEXINGTON MANOR OWNER, LP

COUNCIL
the following resolution:

offered and moved adoption of

WHEREAS, 507 Bergen Avenue, Block 18404 Lot 14 formerly known as Block 1804 Lot B.5 ("Property") is a 6 Unit building that the City of Jersey City ("City") sold at a public auction on October 26, 1978 for the sum of \$8,000.00 to Equality Housing Limited; and

WHEREAS, the deed dated June 12, 1980 and recorded in the Office of Hudson County Register in Book 3303 Page 1076 conveying the Property to Equality Housing Limited contained a restrictive covenant requiring the purchaser to obtain a Certificate of Occupancy for the Property within 12 months of the transfer; and

WHEREAS, the deed stated the following:

"The Grantee shall not sell, convey, or otherwise transfer the above described property until all the conditions of sale contained in the resolution authorizing said sale, which resolution was adopted by the governing body of the City of Jersey City on October 3, 1978 have been fully complied with, without the express consent of the governing body. Said approval shall be in the form of resolution duly adopted by the governing body. Any such conveyance prior to compliance with all the conditions of sale without the approval of said governing body, shall be null and void and the grantor, City of Jersey City, shall have the right to take all legal action to set aside any such deed. The governing body shall, upon completion of all the terms and conditions by the grantee, adopt a resolution stating such fact and removing from the above such restriction against subsequent alienation"; and

WHEREAS, Equality Housing Limited is the owner of other properties including 501 & 503 Bergen Avenue; and

WHEREAS, Equality Housing Limited is selling several properties including 507 Bergen Avenue to Lexington Manor Owner, LP ("Purchaser") for the sum of \$8.6 million; and

WHEREAS, the Purchaser agrees to take title to 507 Bergen Avenue with the same deed restrictions contained in the deed from the City to Equality Housing Limited; and

WHEREAS, the Purchaser will have 18 months to obtain a Certificate of Occupancy or a Certificate of Acceptance for 507 Bergen Avenue; and

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

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

TITLE: **MAY 27 2015**

**RESOLUTION CONSENTING TO THE SALE OF PROPERTY
KNOWN AS 507 BERGEN AVENUE BY EQUALITY HOUSING
LIMITED TO LEXINGTON MANOR OWNER, LP**

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 consent to the sale of 507 Bergen Avenue by Equality Housing Limited to Lexington Manor Owner, LP subject to the terms and conditions set forth above, which are incorporate herein; and
- 2) The City shall adopt a resolution removing the restriction affecting the Property after the Purchaser presents the City with a Certificate of Occupancy for the Property or a Certificate of Acceptance.
- 3) In the event a Certificate of Occupancy or Certificate of Acceptance is not available, the City shall adopt a resolution removing the restriction affecting the Property as long as the City's Real Estate Division issues a notice that rehabilitation of the Property is complete, provided such rehabilitation was performed pursuant to all applicable ordinances.
- 4) If requested by Purchaser, the City shall execute a recordable instrument confirming that the restriction has been removed.

APPROVED: *Ann Marie Mille, Real Estate Manager* APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	<i>ABSENT</i>			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION 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 CONSENTING TO THE SALE OF PROPERTY KNOWN AS 507 BERGEN AVENUE BY EQUALITY HOUSING LIMITED TO LEXINGTON MANOR OWNER, LP

Initiator

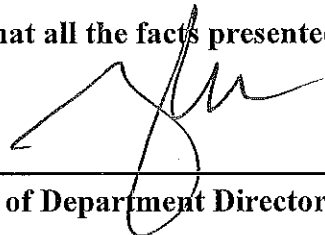
Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

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

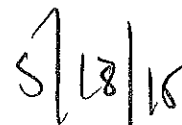
Resolution Purpose

507 BERGEN AVENUE (“PROPERTY”) IS A BUILDING WITH 6 UNITS THAT THE CITY OF JERSEY CITY (“CITY”) SOLD AT A PUBLIC AUCTION IN 1978. THE DEED CONVEYING THE PROPERTY TO THE PURCHASERS CONTAINED A RESTRICTIVE CONVENANT REQUIRING THE PURCHASERS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR THE PROPERTY WITHIN 12 MONTHS OF THE TRANSFER. LEXINGTON MANOR OWNER, LP (“PURCHASER”) DESIRES TO PURCHASE THE PROPERTY ALONG WITH OTHER PROPERTIES THAT EQUALITY HOUSING LIMITED OWNS FOR THE SUM OF \$8.6 MILLION. EQUALITY HOUSING LIMITED AGREES TO PAY THE CITY THE SUM OF \$5,000.00 AT THE TIME OF CLOSING WITH THE PURCHASER IN EXCHANGE FOR THE CITY’S CONSENT TO THE SALE WITH DEED RESTRICTIONS.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

**Chiesa
Shahinian &
Giantomasi PC**

JAMES P. RHATICAN
One Boland Drive
West Orange, NJ 07052
973.530.2127
Fax: 973.530.2327
jrhatcan@csglaw.com

csglaw.com

May 14, 2015

Via Electronic Mail and Regular Mail

Ms. Ann Marie Miller
City of Jersey City Real Estate Division
Municipal Court House
365 Summit Avenue
Jersey City, New Jersey 07302

Re: Lexington Manor Apartments: 501 and 507 Bergen Avenue

Dear Ms. Miller:

This firm represents Lexington Manor Owner, LP ("LMO"). Pursuant to an Agreement of Sale and Purchase ("Purchase Agreement"), dated March 24, 2014, LMO is in the process of acquiring several properties in the City of Jersey City (the "City") known collectively as the Lexington Manor Apartments, a 152 unit multifamily rental development comprised of 8 buildings. Equality Housing Limited ("Equality Housing") is the present owner and acquired the properties between 1978 and 1980. Two of the several properties subject to the Purchase Agreement—501 Bergen Avenue and 507 Bergen Avenue (collectively, the "Bergen Avenue Properties")—were purchased from the City by Equality Housing pursuant to public auctions on January 26, 1978 and October 26, 1978, respectively. The purpose of LMO's acquisition of these subsidized housing properties is to renovate them and retain them for occupancy by low-income families. LMO plans substantial rehabilitation of these buildings, and in November 2014 LMO received the City's approval for a tax exemption for the project. We write to request the City's assistance in resolving title issues that have hampered the closing of this transaction.

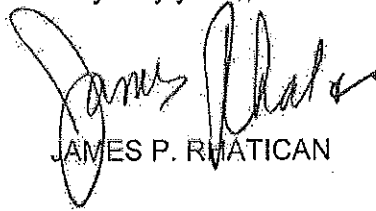
The deeds conveying the Bergen Avenue Properties from the City to Equality Housing each contain restrictive language that now prohibits the closing of the property sale. The deed conveying 501 Bergen Avenue, dated January 17, 1979 and recorded in the Office of Hudson County Register in Book 3303 Page 1079, contains a restrictive covenant that required Equality Housing to obtain a Certificate of Occupancy for the property within six (6) months of the transfer of the property. The deed conveying 507 Bergen Avenue, dated June 12, 1980 and recorded in the Office of Hudson County Register in Book 3303 Page 1076, contains language prohibiting the sale, conveyance or transfer of the property without the express consent of the City Council until all of the conditions of sale contained in the City's resolution authorizing the sale of the property have been met. One of the implied conditions of the City's resolution is the requirement that a Certificate of Occupancy be obtained for 507 Bergen Avenue. The City's Building Department has recently confirmed that Certificates of Occupancy have not been issued for the Bergen Avenue Properties.

Ms. Ann Marie Miller
May 14, 2015
Page 2

In order to facilitate the closing of title to the properties, LMO respectfully requests the City Council to consent to the sale of the Bergen Avenue Properties and release and waive the restrictions contained in the respective deeds from the City to Equality Housing. As a condition of such release and waiver, LMO is willing to commit to obtain a Certificate of Occupancy or a Certificate of Acceptance, as the case may be, for each of the Bergen Avenue Properties within eighteen (18) months. LMO anticipates that its comprehensive rehabilitation of the Lexington Manor Apartments will be completed within 18 months. Towards that end, LMO requests that the City consider resolutions that contain provisions that: (1) the City will remove the respective deed restrictions after LMO presents the City with a Certificate of Occupancy or a Certificate of Acceptance; and (2) in the event that a Certificate of Occupancy or a Certificate of Acceptance is not available, the City will remove the respective deed restrictions as long as the City's Real Estate Division issues a notice that the rehabilitation of the Bergen Avenue Properties is complete. We also ask that the City provide for these measures in the form of a recordable instrument.

Furthermore, LMO and Equality Housing intend to close on the property sale as soon as possible, so we respectfully request that the City Council consider the resolutions at the next meeting of the Council scheduled for May 27, 2015. Should you have any questions or require any additional information, please do not hesitate to contact me. Thank you for your courtesies and attention to this matter.

Very truly yours,



JAMES P. RHATICAN

JPR

cc: Joanne Monahan, Esq. (via electronic mail only)
Lexington Manor Owner, LP (via electronic mail only)
Equality Housing Limited (via electronic mail only)

AVROM R. VANN, P.C.
ATTORNEY-AT-LAW
1211 AVENUE OF THE AMERICAS-40TH FLOOR
NEW YORK, NEW YORK 10036-8718

(212) 382-1700

AVROM R. VANN, P.C.*

FACSIMILE NO. (212) 661-6976

*MEMBER NEW YORK
AND NEW JERSEY BARS

May 15, 2015

Ms. Annmarie Miller
City of Jersey City Real Estate Division
Municipal Court House
365 Summit Avenue
Jersey City, New Jersey 07302

RE: Lexington Manor Apartments: 501 and 507 Bergen Avenue
Jersey City, New Jersey

Dear Ms. Miller:

This law firm represents Equality Housing Limited ("Equality Housing") and Tuscany Operating Company, a limited partner in Equality Housing ("Tuscany").

We are in receipt of a copy of a letter to you dated May 14, 2015 from Chiesa, Shahinian & Giantomasi P.C. (hereinafter the "Chiesa Letter"). We join in and support the request contained in the Chiesa Letter with respect to permitting the closing of the sale to Lexington Manor Owner, LP ("LMO") conditioned upon the purchaser of the Property obtaining the required Certificates of Occupancy within 18 months after the closing for the above two properties, or alternatively, a Certificate of Acceptance or in the further alternative removal of the Deed restrictions if the City of Jersey City's Real Estate Division issues a notice that the rehabilitation of the properties is complete.

It is our understanding that you have asked our client to provide you with an explanation as to why Certificates of Occupancy were not obtained for these buildings in

AVROM R. VANN, P.C.

Ms. Annmarie Miller
City of Jersey City Real Estate Division
Municipal Court House
May 15, 2015

Page: 2

the early 1980's. We and our client have conducted a diligent investigation in an endeavor to answer your question. However, none of the persons who were involved with these properties during the time that the properties were purchased and in the years thereafter are currently connected in any manner with our client. It is also our understanding that the persons who were in charge of construction died probably more than ten (10) years ago.

None of the current principals, including the principal of HAC Realty who first became involved in the mid-1990's, have any information with respect to why Certificates of Occupancy were not obtained after the properties were purchased and originally renovated. The one thing my clients do know is that they have consistently operated these properties since the early 1980's and they never received any request from the City of Jersey City for Certificates of Occupancy for these buildings.

In fact, over the many years there were refinancing of these properties, a renewed HAP contract with HUD was issued during this period and there was a bankruptcy proceeding involving these properties which was filed in the year 1997 and which concluded with the renewed HAP contract, HUD and the M2M restructuring.

My clients do advise me that if at any time any inquiry had been raised about the Certificates of Occupancy for these two premises, they would have promptly addressed such an inquiry.

I hope that this provides you with sufficient background information to act favorably on the request sent to you in the Chiesa Letter.

Very truly yours,

AVROM R. VANN, P.C.

By: 
Avrom R. Vann, Esquire

ARV: dat
CC: James P. Rhatian, Esquire
Equality Housing Ltd.

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

City Clerk File No. _____ Res. 15.362

Agenda No. 10.H

Approved: MAY 27 2015

TITLE:



A RESOLUTION SUPPORTING THE NEW JERSEY DEPARTMENT OF TRANSPORTATION'S DECISION TO DESIGNATE ROUTE NJ 7 AS A NO PASSING ZONE

COUNCIL FOLLOWING RESOLUTION

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the New Jersey Department of Transportation (NJDOT) recently completed a traffic investigation on Route NJ 7 in the City of Jersey City, County of Hudson; and

WHEREAS; the NJDOT investigation revealed the current centerline pavement markings on Route NJ 7 meet and conform to current design standards; and

WHEREAS, the (NJDOT) will update existing records to reflect current No Passing Zone conditions along (US) (NJ) Route 7.

NOW THEREFORE BE IT RESOLVED, By the Municipal Council of the City of Jersey City, County of Hudson, in the State of New Jersey, that it supports the use of a "No Passing Zone" on Route NJ 7 in the City of Jersey City, County of Hudson as recommended by the NJDOT.

BE IT FURTHER RESOLVED, upon receipt by the Department of Transportation of the certified copy of an adopted Resolution from the Jersey City governing body, supporting the designation of a "No Passing Zone" on NJ Route 7, a Traffic Regulation Order will be promulgated at which point the appropriate signs will be installed.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

JDS:pcl
(05.06.15)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5-27-15							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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

A RESOLUTION SUPPORTING THE NEW JERSEY DEPARTMENT OF TRANSPORTATION'S DECISION TO DESIGNATE ROUTE NJ 7 AS A NO PASSING ZONE

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	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.)

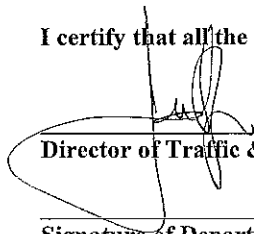
Resolution Purpose

A RESOLUTION SUPPORTING THE NEW JERSEY DEPARTMENT OF TRANSPORTATION'S DECISION TO DESIGNATE ROUTE NJ 7 AS A NO PASSING ZONE

The Resolution was proposed at the request of Michael E. Mihalic, Supervisor Traffic Investigator, Bureau of Traffic Investigations with the New Jersey Department of Transportation, P.O. Box 600, Trenton, NJ 08625.

Implementing this traffic regulation will be at no cost to the City of Jersey City.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Signature of Department Director

5/6/15

Date

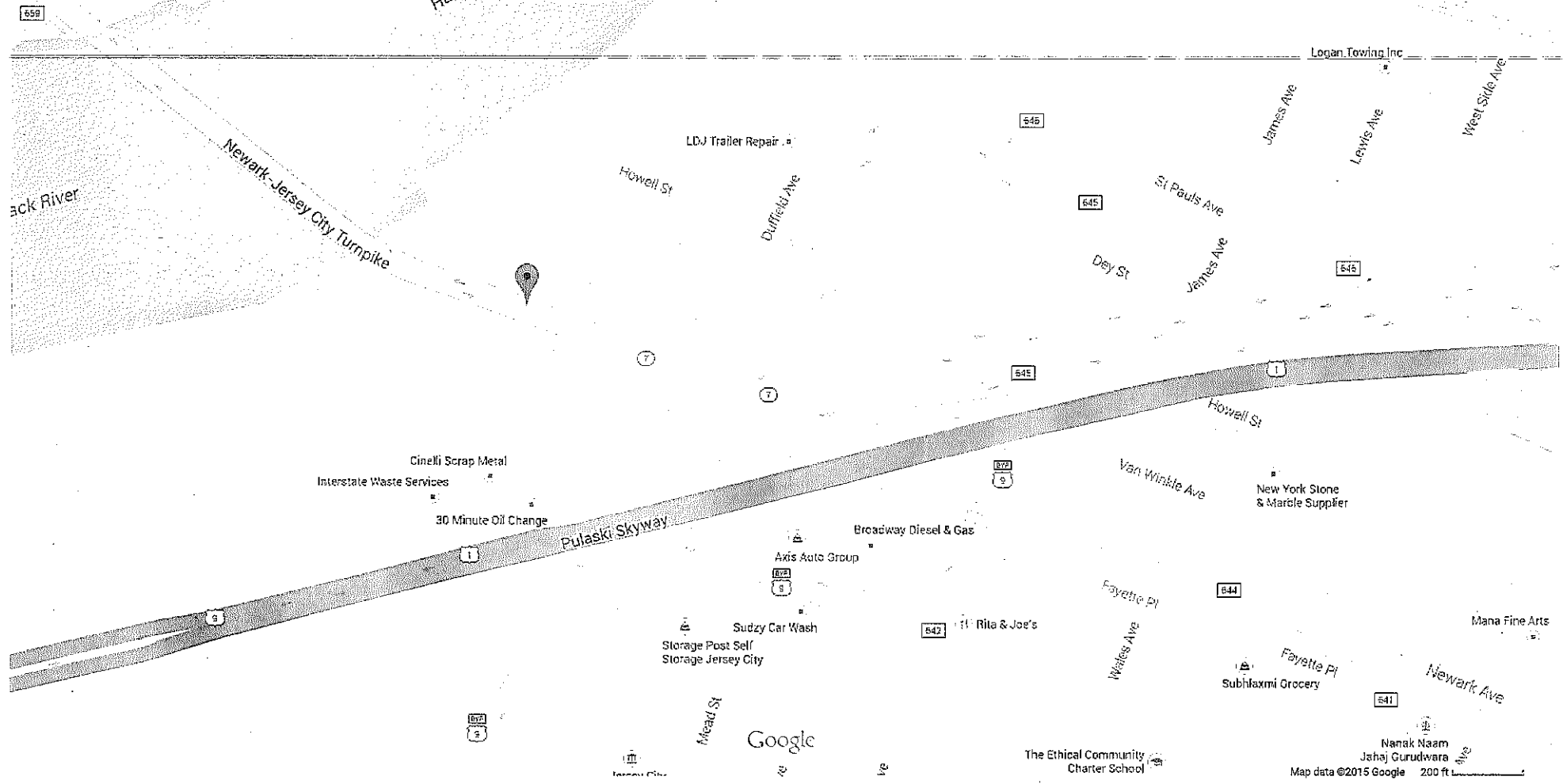
Date

5/6/2015

NJ-7 - Google Maps

NJ-7, Jersey City, NJ 07306

Street View - Search nearby



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

City Clerk File No. Res. 15.363

Agenda No. 10.1

Approved: MAY 27 2015



TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), HOWIE FINK WAY (FKA: PERSHING PLAZA) BEGINNING 5:00 P.M. AND ENDING 8:00 P.M., FRIDAY, JUNE 5, 2015 AT THE REQUEST OF THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE FOR THE JC FRIDAY, WILD ART ADVENTURE

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Jersey City Reservoir Preservation Alliance to close Howie Fink Way (FKA: Pershing Plaza) beginning 5:00 p.m. and ending 8:00 p.m. on Friday, June 5, 2015 for the purpose of the JC Friday, Wild Art Adventure; and

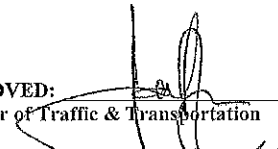
WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

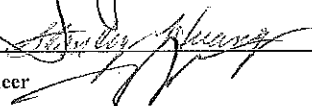
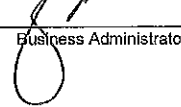
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73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

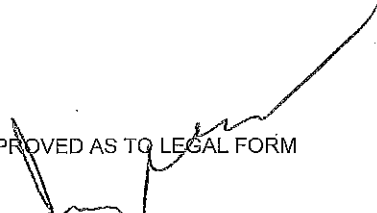
WHEREAS, the request to close Howie Fink Way (FKA: Pershing Plaza) does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(2)(8), 296-73(D) and Chapter 122, Section 122-8(A)(C) as the application for the street closing has been filed by a nonresident and the event is being held on a weekday; 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 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 Howie Fink Way (FKA: Pershing Plaza) beginning 5:00 p.m. and ending 8:00 p.m. on Friday, June 5, 2015.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

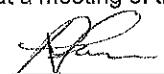
JDS:pcl
(05.08.15)

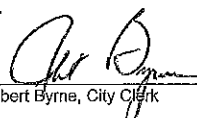
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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), HOWIE FINK WAY (FKA: PERSHING PLAZA) BEGINNING 5:00 P.M. AND ENDING 8:00 P.M., FRIDAY, JUNE 5, 2015 AT THE REQUEST OF THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE FOR THE JC FRIDAY, WILD ART ADVENTURE

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Vincent P. McNamara on behalf of the Jersey City Reservoir Preservation Alliance, 131 Summit Avenue, JCNJ 07307 201.656.2076	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 HOWIE FINK WAY (FKA: PERSHING PLAZA) BEGINNING 5:00 P.M. AND ENDING 8:00 P.M., FRIDAY, JUNE 5, 2015 FOR THE JC FRIDAY, WILD ART ADVENTURE

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

Department Director

5/8/15

Date

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: HOWIE FINK WAY (formerly PERSHING PLZ)

PURPOSE OF EVENT: JC Friday, Wild Art Adventure

BEGINS: 5PM ENDS: 8PM
Friday, June 5, 2015

APPLICANT: Vincent P McNamara

ORGANIZATION : Jersey City Reservoir Preservation Alliance

ADDRESS: 131 Sherman Av

CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 201.656.2076

BEING WAIVED: Nonresident



See Volume Four

MANHATTAN AV.

TENNIS COURTS

PERSHING FIELD

SKATING RINK

(L.A.) POOL

POOL HOX

835 DRIVE

CONC BLEACHER

34

33

40

844

For Details See Sheet No. 322-440

SCHOOL FOR THE BLIND

322-440

J.C. FIRE DEPT.
PR. - 1907
(C.B.)

JEFFERSON AV.

CENTRAL AV.

41

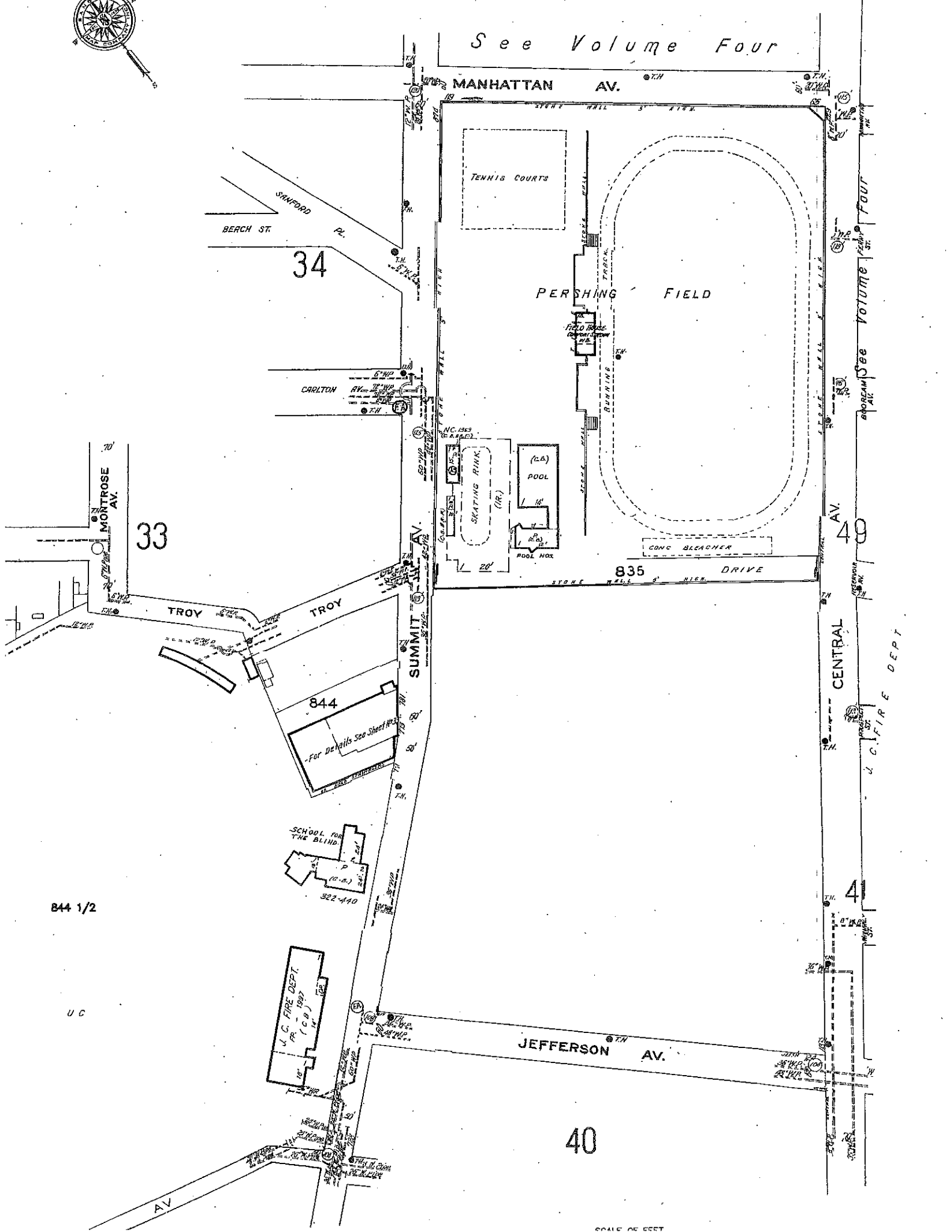
J.C. FIRE DEPT.

40

SCALE OF FEET

844 1/2

U C



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

City Clerk File No. Res. 15.364
 Agenda No. 10.J
 Approved: MAY 27 2015



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), W HAMILTON PLACE AND PAVONIA AVENUE FROM W HAMILTON PLACE TO COLES STREET BEGINNING NOON AND ENDING 5:00 P.M., SATURDAY, JUNE 6, 2015 (RAIN DATE: SUNDAY, JUNE 7, 2015) AT THE REQUEST OF THE LEARNING COMMUNITY CHARTER SCHOOL FOR THE PURPOSE OF A JUNE-A-PALOOZA 2015 – LCCS SCHOOL FAIR

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Learning Community Charter School to close W Hamilton Place and Pavonia Avenue on Saturday, June 6, 2015 (rain date: Sunday, June 7, 2015) beginning Noon and ending 5:00 p.m. for the purpose of a June-A-Palooza 2015 - LCCS School Fair; 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;

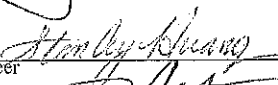
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Section 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-73 and 122-8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

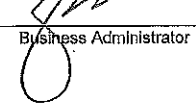
WHEREAS, the request to close both W Hamilton Place and Pavonia Avenue does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), 296-73(D) and Section 122-8(A) because the applicant is a non-resident of the area requested to be closed and more than one block at a time will be 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) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-73 and Section 122-8 be waived.

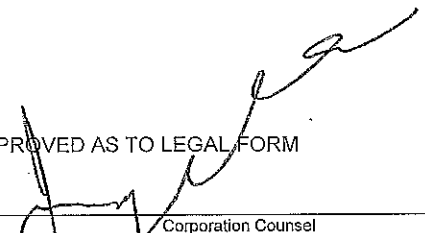
NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of W Hamilton Place and Pavonia Avenue beginning Noon and ending 5:00 p.m., Saturday, June 6, 2015 (rain date: Sunday, June 7, 2015)

APPROVED: 
 Director of Traffic & Transportation

APPROVED: 
 Municipal Engineer

APPROVED: 
 Business Administrator

JDS:pcl
 (5.08.15)

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

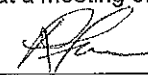
APPROVED 8-0

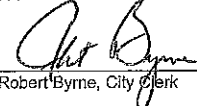
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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 AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), W HAMILTON PLACE AND PAVONIA AVENUE FROM W HAMILTON PLACE TO COLES STREET BEGINNING NOON AND ENDING 5:00 P.M., SATURDAY, JUNE 6, 2015 (RAIN DATE: SUNDAY, JUNE 7, 2015) AT THE REQUEST OF THE LEARNING COMMUNITY CHARTER SCHOOL FOR THE PURPOSE OF A JUNE-A-PALOOZA - LCCS SCHOOL FAIR

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Sharon White on behalf of The Learning Community Charter School, 2495 Kennedy Boulevard, JCNJ 07304 201.332.0900	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 AUTHORIZING THE CLOSING OF BOTH W HAMILTON PLACE AND PAVONIA AVENUE FROM W HAMILTON PLACE TO COLES STREET BEGINNING NOON AND ENDING 5:00 P.M., SATURDAY, JUNE 6, 2015 (RAIN DATE: SUNDAY, JUNE 7, 2015)

Resolution 15.081 was adopted February 10, 2015 authorizing the closing of McWilliams Pl for this event. However, applicant has changed the venue for the School fair. McWilliams Pl will no longer be closed. LCCS has requested that both W Hamilton Place and Pavonia Avenue be closed for the event. The date of the event is the same; however, it will end earlier, 5:00 p.m. instead of 8:00 p.m.

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

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: W HAMILTON PL
(approved for McWILLIAMS PL @ Feb 10 meeting)
PAVONIA AV from W HAMILTON PL to COLES ST

PURPOSE OF EVENT: June-A-Palooza 2015 - LCCS School Fair

BEGINS: Noon ENDS: 5PM
Saturday, June 6 (rain date Sunday, June 7), 2015

APPLICANT: Sharon White

ORGANIZATION : Learning Community Charter School

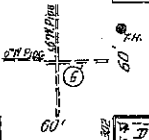
ADDRESS: 2495 Kennedy Blvd

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.332.0900

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

ENTIRE SHEET
URBAN RENEWAL SITE

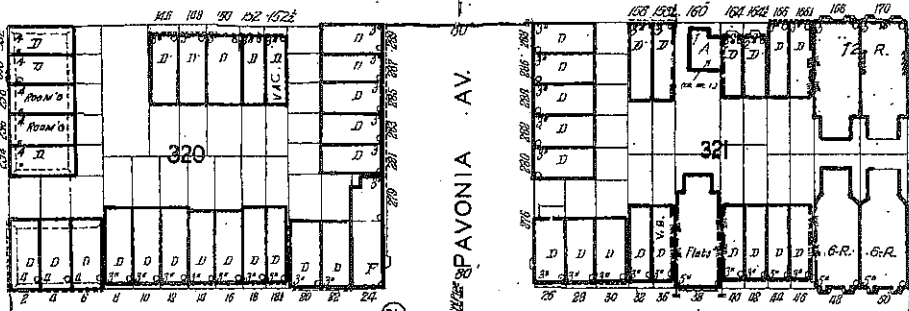


COLES



ST.

ST.



WEST HAMILTON PLACE

PLACE

HAMILTON

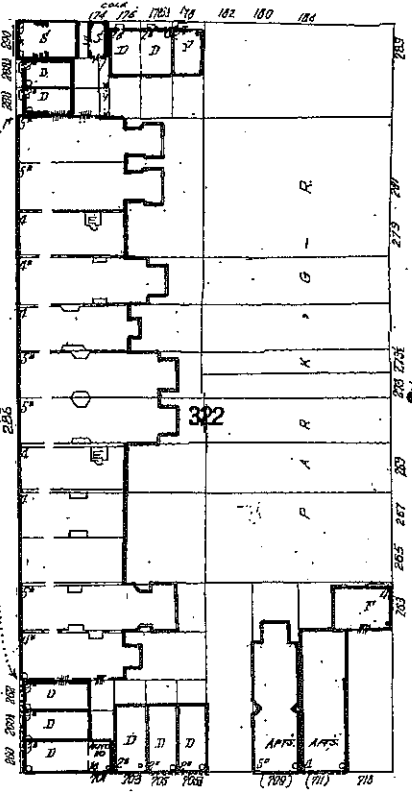
JERSEY AVE.



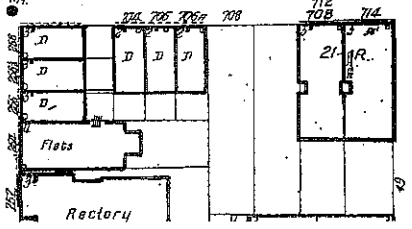
P R R K



JERSEY AVE.



322



Rectory

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

City Clerk File No. Res. 15.365

Agenda No. 10.K

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE; FAYETTE PLACE, EAST OF GILES AVENUE AND GILES AVENUE FROM MARION PLACE TO FAYETTE PLACE BEGINNING 6:00 P.M. AND ENDING 10:00 P.M., THURSDAY, JULY 9, 2015 THROUGH SATURDAY, JULY 18, 2015 AT THE REQUEST OF OUR LADY OF MT. CARMEL CHURCH FOR THE PURPOSE OF AN ANNUAL FAMILY FESTIVAL

WHEREAS, the Division of Architecture, Traffic and Transportation has received an application from Our Lady of Mt. Carmel Church to close Broadway from West Side Avenue to Wales Avenue; Fayette Place, east of Giles Avenue and Giles Avenue from Marion Place to Fayette Place beginning 6:00 p.m. and ending 10:00 p.m. Thursday, July 9, 2015 through Saturday, July 18, 2015 for the purpose of an annual family festival; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation 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 Broadway, Fayette Place and Giles Avenue does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2), 296-73(D) and Section 122-8(C) as the street closure exceeds one block and occurs on a weekday; and

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

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Broadway from West Side Avenue to Wales Avenue, Fayette Place, east of Giles Avenue and Giles Avenue from Marion Place to Fayette Place beginning 6:00 p.m. and ending 10:00 p.m. Thursday, July 9, 2015 through Saturday, July 18, 2015

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

JDS:pcl
(05.14.15)

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5 27 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION 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 CLOSING OF MUNICIPAL STREETS, BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE; FAYETTE PLACE, EAST OF GILES AVENUE AND GILES AVENUE FROM MARION PLACE TO FAYETTE PLACE BEGINNING 6:00 P.M. AND ENDING 10:00 P.M., THURSDAY, JULY 9, 2015 THROUGH SATURDAY, JULY 18, 2015 AT THE REQUEST OF OUR LADY OF MT. CARMEL CHURCH FOR THE PURPOSE OF AN ANNUAL FAMILY FESTIVAL

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Rev. Michael C. Santoro on behalf of Our Lady of Mt Carmel Church, 99 Broadway, JCNJ 07306 201.435.7088	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

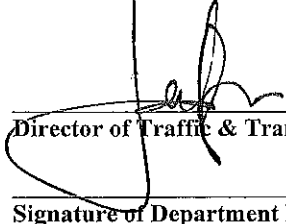
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE; FAYETTE PLACE, EAST OF GILES AVENUE AND GILES AVENUE FROM MARION PLACE TO FAYETTE PLACE BEGINNING 6:00 P.M. AND ENDING 10:00 P.M., THURSDAY, JULY 9, 2015 THROUGH SATURDAY, JULY 18, 2015

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

Signature of Department Director

5/15/15

Date

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: **BROADWAY from WEST SIDE to WALES AVS**
FAYETTE PL east of GILES AV
GILES AV from MARION to FAYETTE PLS

PURPOSE OF EVENT: annual family festival

BEGINS: 6PM ENDS: 10PM
Thursday, July 9 through Saturday, July 18, 2015

APPLICANT: Rev Michael C Santoro

ORGANIZATION : Our Lady of Mt Carmel Church

ADDRESS: 99 Broadway

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 201.435.7088

BEING WAIVED: Day of week, more than one block at a time closed

FAYETTE PL

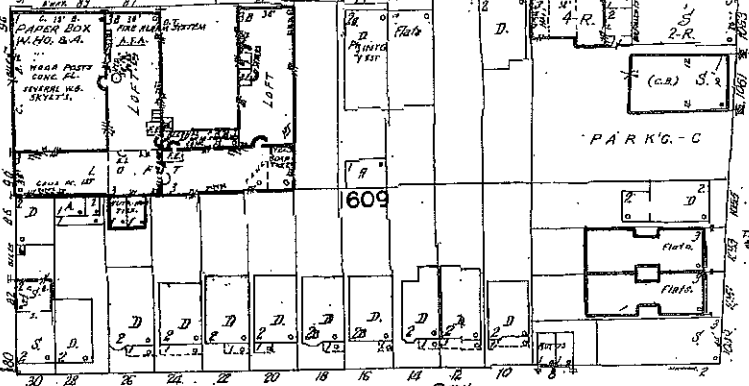
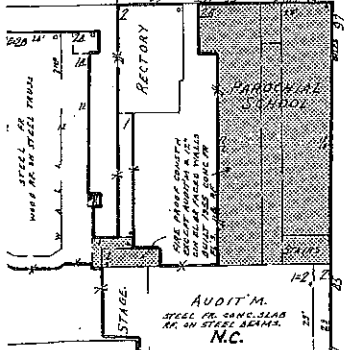
26

Loft's 81-91 BROADWAY
1-ALIBY WATERMAN CONTROL STA.
SERVICE LIFT SHAFT & CHEM. STP'S AS
BEST & POWER: STEAM TROLL: COAL.

24

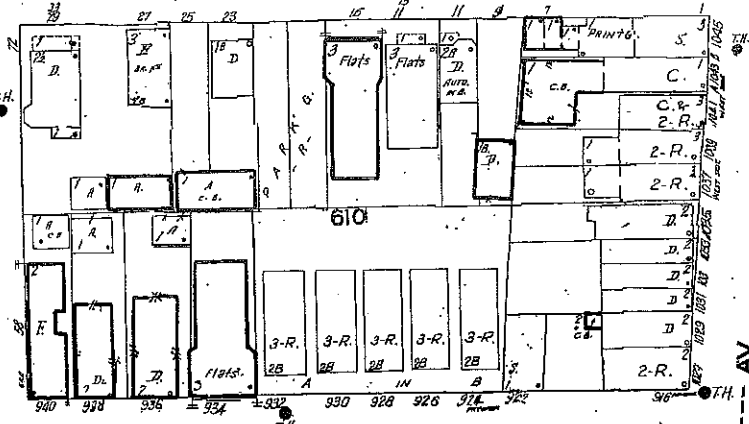
BROADWAY

UP LADY OF MOUNT CARMEL
R.C. CHURCH & SCHOOL

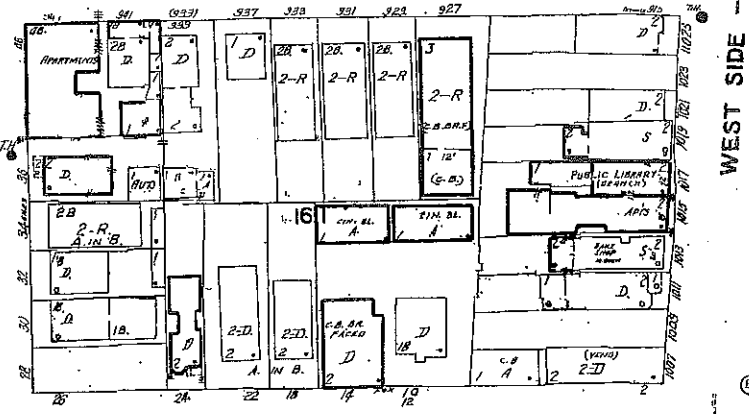


22

MARION PL.

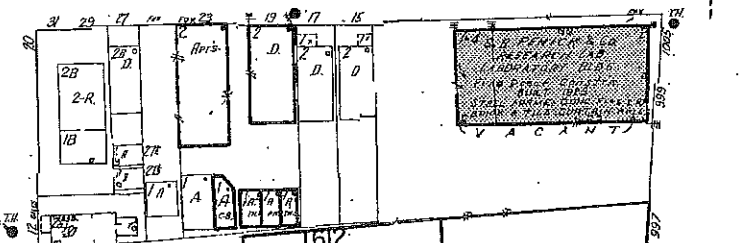


PAVONIA AV.

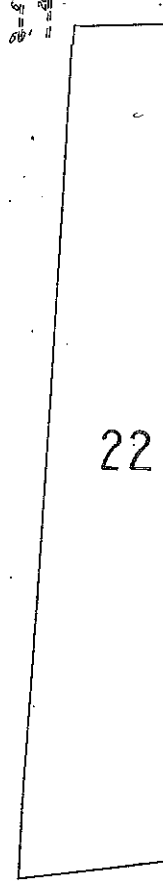
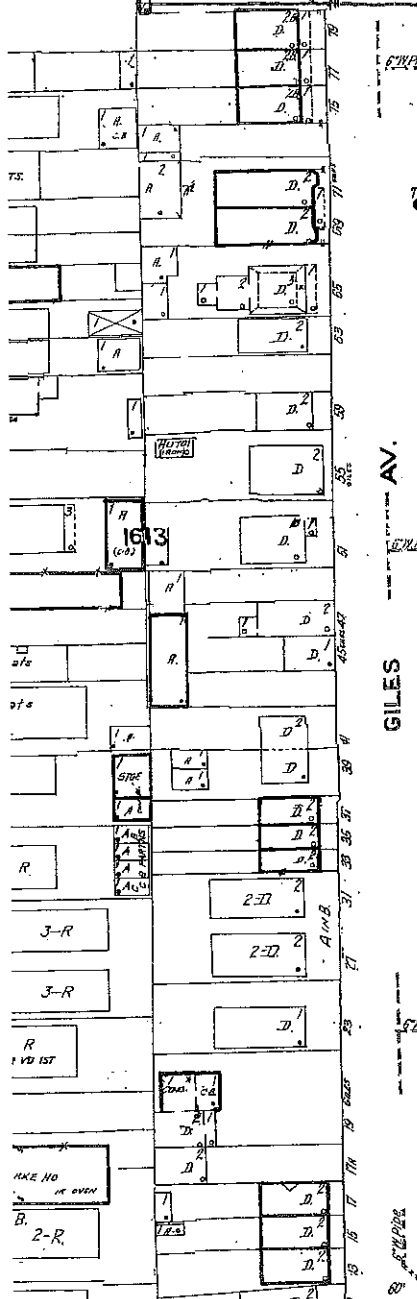


WEST SIDE

FOX PL.



19



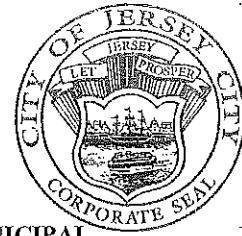
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-366

Agenda No. 10.1

Approved: MAY 27 2015

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING NOON AND ENDING 6:00 P.M., SATURDAY, OCTOBER 24, 2015 (RAIN DATE: SUNDAY, OCTOBER 25, 2015) AT THE REQUEST OF THE SARASWATI CULTURAL ASSOCIATION INC FOR THE PURPOSE OF THE FESTIVAL OF LIGHTS

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Saraswati Cultural Association Inc. to close Exchange Place on Saturday, October 24, 2015 (rain date: Sunday, October 25, 2015) beginning Noon and ending 6:00 p.m. for the purpose of the Festival of Lights; 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;

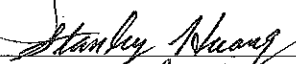
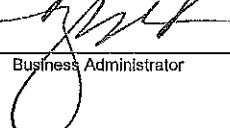
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Section 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-73 and 122-8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

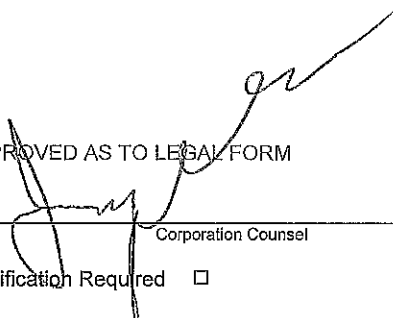
WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), 296-73(D) and Section 122-8(A) because the applicant is a non-resident of the area requested to be closed; and

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 Section 296-71, 296-73 and Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 6:00 p.m., Saturday, October 24, 2015 (rain date: Sunday, October 25, 2015.)

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

JDS:pcl
(05.05.15)

Certification Required

Not Required


APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5 27 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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 AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING NOON AND ENDING 6:00 P.M., SATURDAY, OCTOBER 24, 2015 (RAIN DATE: SUNDAY, OCTOBER 25, 2015) AT THE REQUEST OF THE SARASWATI CULTURAL ASSOCIATION INC FOR THE PURPOSE OF THE FESTIVAL OF LIGHTS

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Anita Chadra on behalf of Saraswati Cultural Association, Inc., 186 Clendenny Avenue, JCNJ 07304 551.358.1111	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

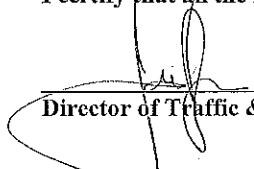
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING NOON AND ENDING 6:00 P.M., SATURDAY, OCTOBER 24, 2015 (RAIN DATE: SUNDAY, OCTOBER 25, 2015)

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

Department Director

5/5/15

Date

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: Festival of Lights

BEGINS: Noon ENDS: 6PM

Saturday, October 24 (rain date Sunday, October 25), 2015

APPLICANT: Anita Chadra

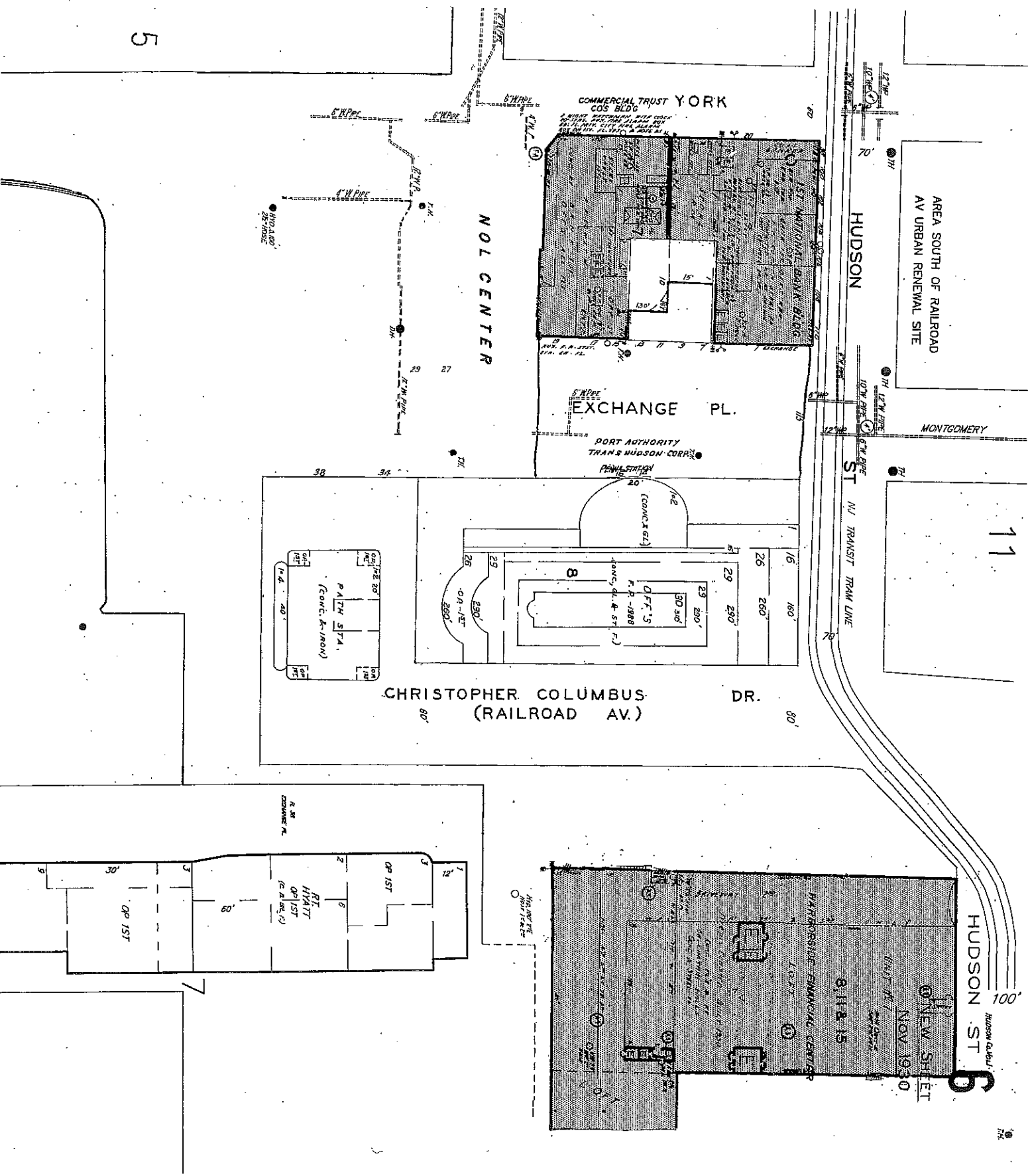
ORGANIZATION : Saraswati Cultural Association Inc

ADDRESS: 186 Clendenny Av

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 551.358.1111

BEING WAIVED: Nonresident



NEW SHEET
NOV 1930
8.11.2.15

HUDSON ST
Hudson & Albany

11

10

5

7

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

City Clerk File No. Res. 15.367

Agenda No. 10.M

Approved: MAY 27 2015

TITLE:



RESOLUTION EXTENDING THE COOPERATION AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND THE CITY OF JERSEY CITY FOR CONTINUED OPERATION OF THE COMMUNITY EDUCATION AND RECREATION CENTER LOCATED IN THE BETZ BREWERY REDEVELOPMENT AREA

**COUNCIL
FOLLOWING RESOLUTION**

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the Municipal Council of the City of Jersey City (the "City") at its meeting of February 11, 1998 adopted Resolution No. 98-098 authorizing the execution of a Cooperation Agreement (the "Cooperation Agreement") with the Jersey City Redevelopment Agency (the "JCRA") to carry out the goals and objectives of the Betz Brewery Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Cooperation Agreement was executed and is now in full force and effect; and

WHEREAS, in furtherance of the Cooperation Agreement and consistent with the objectives of the Redevelopment Plan, the JCRA constructed a community/education center known as the Community Education and Recreation Center located at 180 Ninth Street, Block 8804, Lot 2 (the "CERC"); and

WHEREAS, the Hudson County Schools of Technology, a public corporation of the State of New Jersey, is interested in leasing the CERC to operate a middle school for children residing within Hudson County, with adult educational programming being offered as well; and

WHEREAS, the middle school, also known as Explore 2000, is a science, technology, engineering and math institution, and will benefit all the residents of Jersey City by locating its facility at the CERC; and

WHEREAS, use of the CERC for such aforementioned educational purposes is in accordance with the Cooperation Agreement and the Redevelopment Plan;

WHEREAS, it has become necessary to extend the aforementioned Cooperation Agreement, which is set to expire in March 2018, so that the JCRA can enter into a coterminous long-term lease with Hudson County, and so that the JCRA can continue its operation and management of the facility for the same term; and

WHEREAS, the City and JCRA agree that the Cooperation Agreement should be extended for an additional five-year period to expire on March 27, 2023.

TITLE: **MAY 27 2015**

RESOLUTION EXTENDING THE COOPERATION AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND THE CITY OF JERSEY CITY FOR CONTINUED OPERATION OF THE COMMUNITY EDUCATION AND RECREATION CENTER LOCATED IN THE BETZ BREWERY REDEVELOPMENT AREA

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

- 1) The Mayor or Business Administrator are hereby authorized to extend the Cooperation Agreement with the Jersey City Redevelopment Agency for the purpose of the Jersey City Redevelopment Agency continuing its role as described in the Cooperation Agreement dated March 27, 1998.
- 2) The Cooperation Agreement will be extended thru March 27, 2023.
- 3) The Mayor or Business Administrator are also authorized to take any other actions necessary or appropriate to effectuate the purposes of this resolution.

BD/An
5/14/2015

APPROVED: _____
 APPROVED: _____
 Business Administrator
 CORPORATION COUNSEL
 Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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 EXTENDING THE COOPERATION AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND THE CITY OF JERSEY CITY FOR CONTINUED OPERATION OF THE COMMUNITY EDUCATION AND RECREATION CENTER LOCATED IN THE BETZ BREWERY REDEVELOPMENT AREA

Initiator

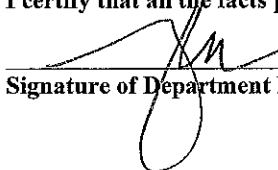
Department/Division	Business Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547-5147	RJKakoleski@icnj.org

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

Resolution Purpose

Extends the Cooperation Agreement between the Jersey City Redevelopment Agency and the City of Jersey City for continued operation of the Community Education and Recreation Center located in the Betz Brewery Redevelopment area to make it coterminous with incoming new tenancy.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/14/15

Date

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

City Clerk File No. Res. 15.368

Agenda No. 10.N

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A LICENSE AGREEMENT WITH CONSOLIDATED RAIL CORPORATION PERMITTING MURALS BENEATH RAILROAD TRESTLES

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City ("City") implemented a Mural Arts Program as part of its Keep America Beautiful Project; and

WHEREAS, the City and CONRAIL entered into a License Agreement, dated September 3, 2014, that granted the City permission to enter property owned by CONRAIL to remove graffiti and paint murals on CONRAIL's train trestles located at Grand Street, Garfield Avenue, Pacific Avenue, Montgomery Street, Newark Avenue, and Johnston Avenue; and

WHEREAS, the parties desire to amend the License Agreement so that the City may paint murals on the concrete portion of six pillars supporting CONRAIL's railroad structure on the north side of Grand Street up to Colden Street as shown in green on the map and photographs attached to the original license as "Exhibit B"; and

WHEREAS, CONRAIL agrees to execute the attached First Amendment to the License Agreement that grants the City permission to access the six pillars to paint murals on them.

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 First Amendment to the License Agreement attached hereto.

RR
5-14-15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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 EXECUTION OF A FIRST AMENDMENT TO A LICENSE AGREEMENT WITH CONSOLIDATED RAIL CORPORATION PERMITTING MURALS BENEATH RAILROAD TRESTLES

Initiator

Department/Division	Office of the Mayor	
Name/Title	Brooke Hanson	
Phone/email	201-687-7019	BHansson@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 implemented a Mural Arts Program as part of its Keep America Beautiful Project. The City and CONRAIL entered into a License Agreement, dated September 3, 2014, that granted the City permission to enter property owned by Conrail to remove graffiti and paint murals on CONRAIL's train trestles located at Grand Street, Garfield Avenue, Pacific Avenue, Montgomery Street, Newark Avenue, and Johnston Avenue. The City and Conrail desire to amend the License Agreement so that the City may paint murals on six pillars supporting Conrail's railroad structure on the north side of Grand Street up to Colden Street.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

CONSOLIDATED RAIL CORPORATION
LICENSE PERMITTING MURALS BENEATH RAILROAD TRESTLES
FIRST AMENDMENT

This First Amendment to the License Agreement is made as of May ____, 2015, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (the "City") and Consolidated Rail Corporation, a Pennsylvania corporation whose address is 1717 Arch Street, Suite 1310, Philadelphia, PA 19103 hereinafter called "CONRAIL."

WHEREAS, the City and CONRAIL entered into a License Agreement, dated September 3, 2014, that granted the City permission to enter property owned by Conrail to remove graffiti and paint murals on CONRAIL's train trestles located at Grand Street, Garfield Avenue, Pacific Avenue, Montgomery Street, Newark Avenue, and Johnston Avenue; and

WHEREAS, the parties desire to amend the License Agreement so that the City may paint murals on the concrete portion of six pillars supporting CONRAIL's railroad structure on the north side of Grand Street up to Colden Street as shown in green on the map and photographs attached to the original license as "Exhibit B."

NOW, THEREFORE, in consideration of the promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the License Agreement dated September 3, 2014 in the following manner:

1. The parties hereby agree that the City shall have permission to enter CONRAIL'S property to paint murals on the concrete portion of six pillars supporting CONRAIL's railroad structure on the north side of Grand Street up to Colden Street.

2. The parties hereby further agree that all other terms, covenants, conditions, rights and liabilities of the parties as set forth in the License Agreement dated September 3, 2014 shall remain in full force and effect.

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

WITNESS

CONSOLIDATED RAIL CORPORATION

By:

Name:

Title:

WITNESS

CITY OF JERSEY CITY

By:

Name:

Title:

EXHIBIT B

FINAL 9

39

38

40

44

42

41

NEW JERSEY CITY HOUSING AUTH.
05/14/40
NEW JERSEY CITY TERMINAL II
2.24 Ac.

43

45

46

SOLD 9/18/57 TO
NEW JERSEY TURNPIKE AUTH.

49

STREET

SOLD TO ESSO STANDARD OIL CO.
11/03/48
NATIONAL DOCKS RY 41
0.047 Ac.

STA. 30

SOLD TO MAX D. BIER
11/03/48
NATIONAL DOCKS RY 40
0.069 Ac.

36

35

37

SOLD TO C.A. WOOLSEY
PAINT & COLOR CO.
10/29/24
NATIONAL DOCKS RY 42
3030 SF.

SOLD TO EDWARD L. YOUNG
02/26/14
NATIONAL DOCKS RY 39
0.445 Ac.

34

SOLD TO BRIGHTON
03/15/6
NATIONAL DOCK

SOLD TO JOHN R. FORB
12/11/11
NATIONAL DOCKS RY 38

COLDEN

MERSELES

MERSELES
STREET

GRAND UG Bridge No. 2.19

GRAND

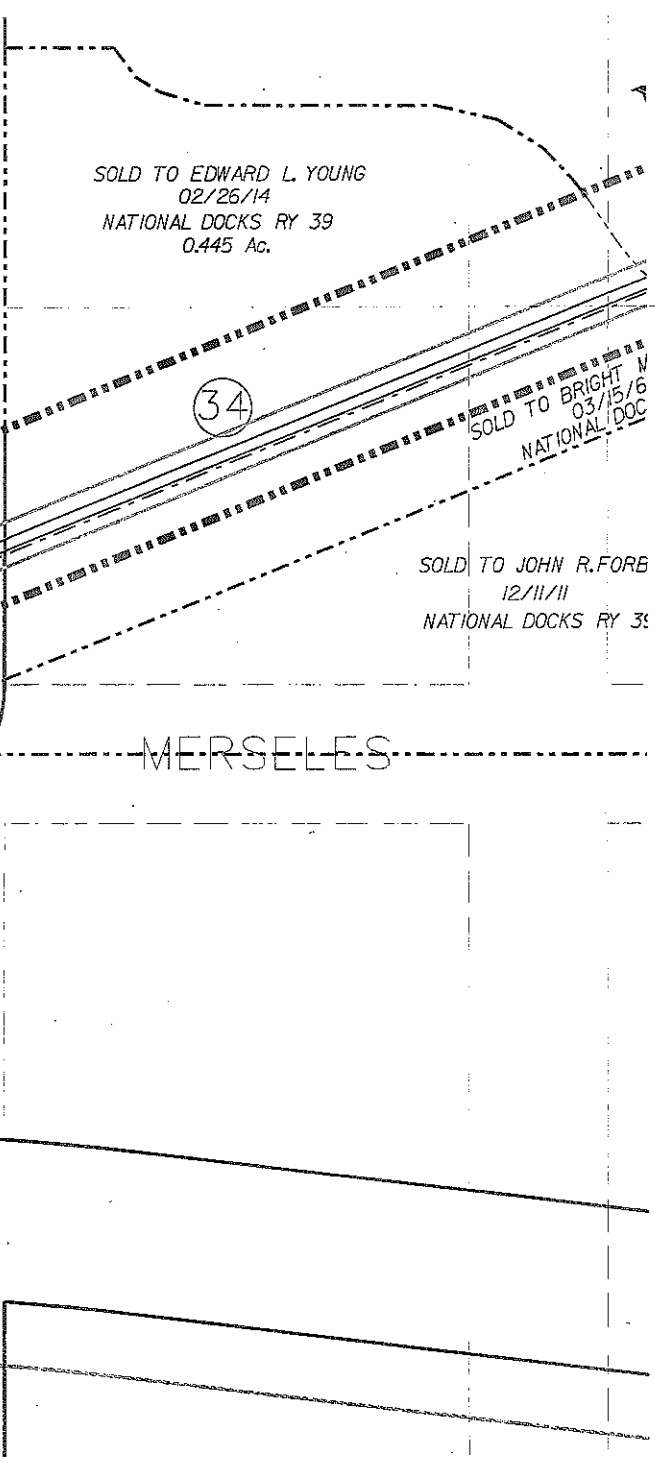
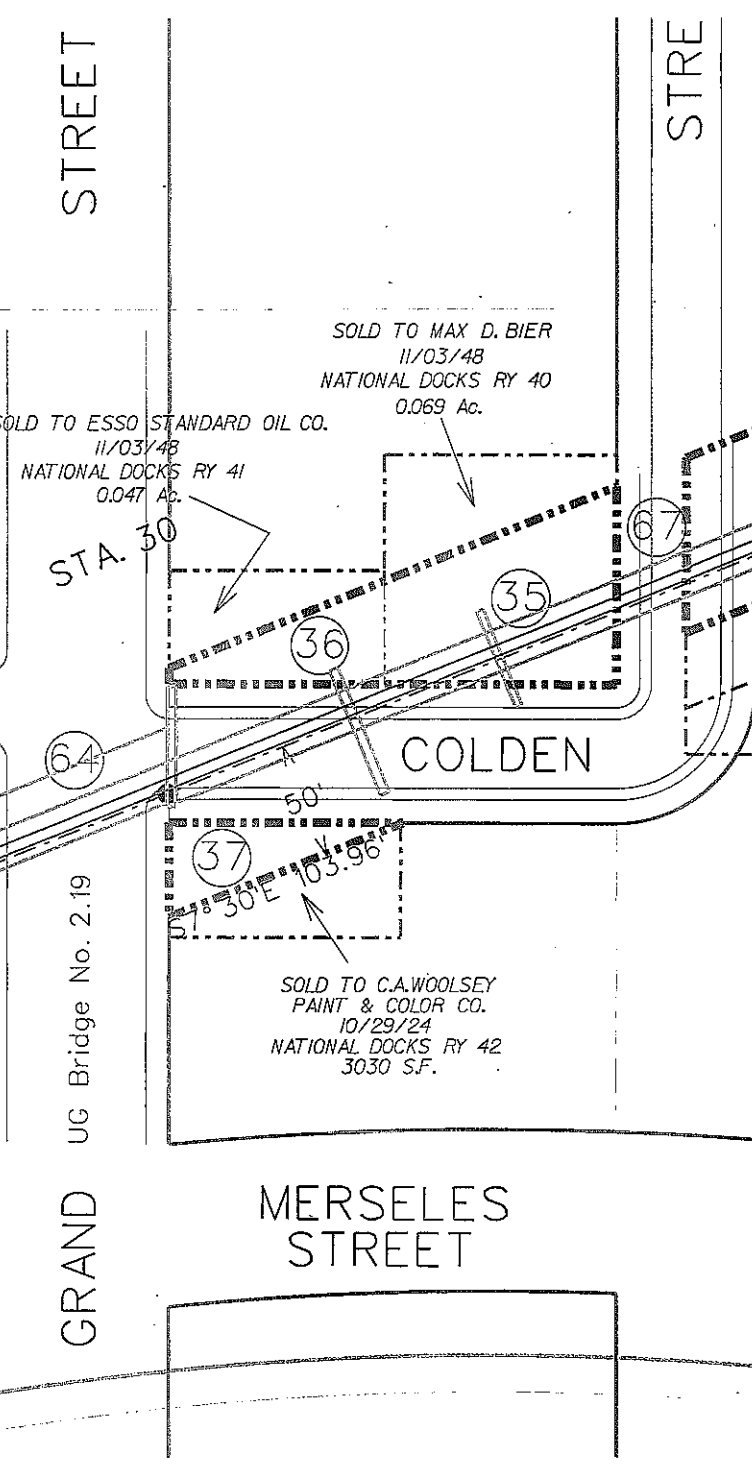
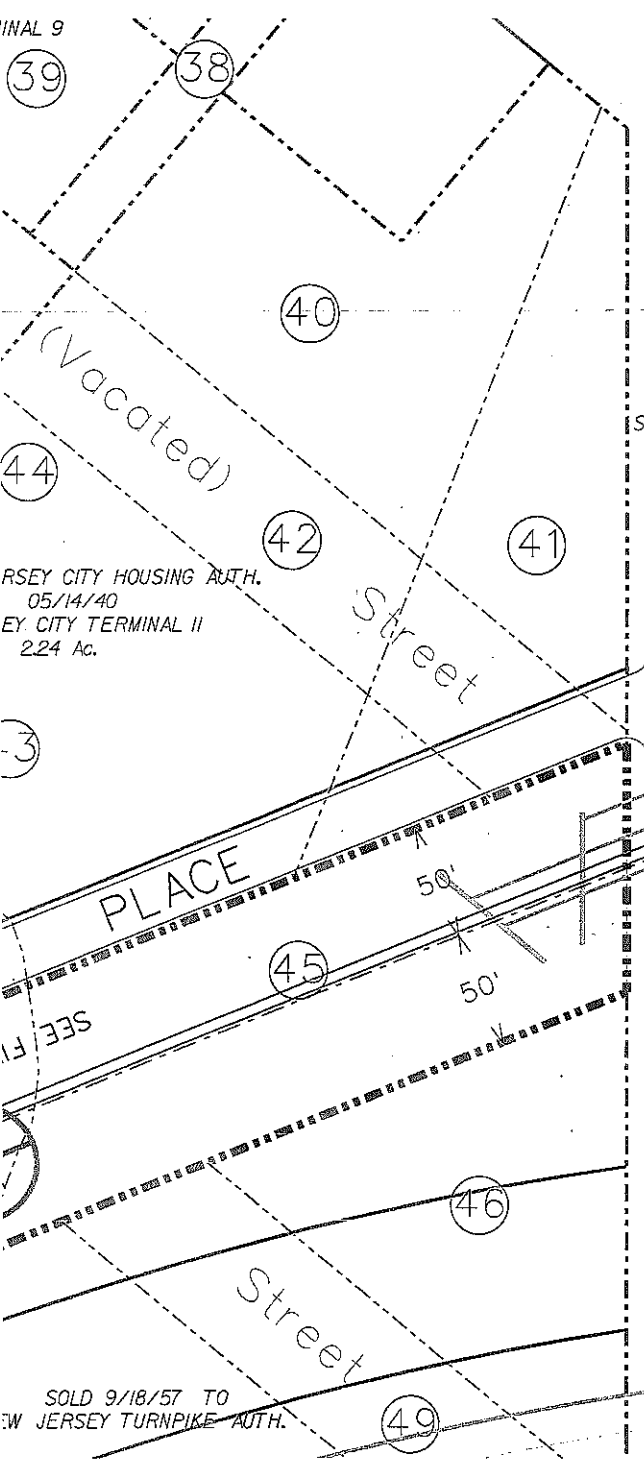
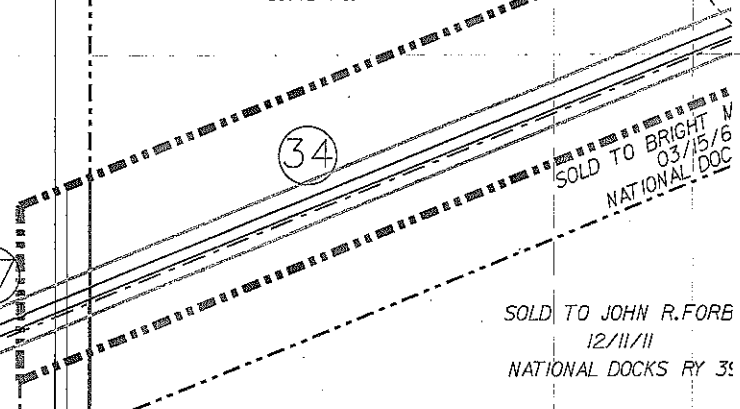
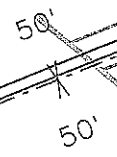
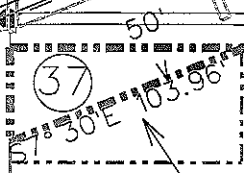
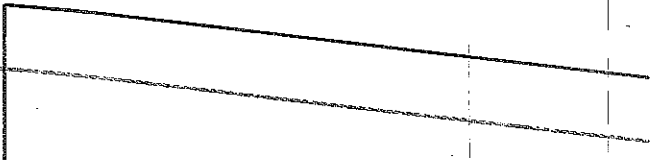
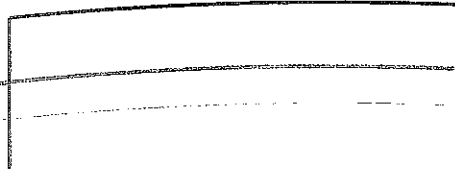
STRE

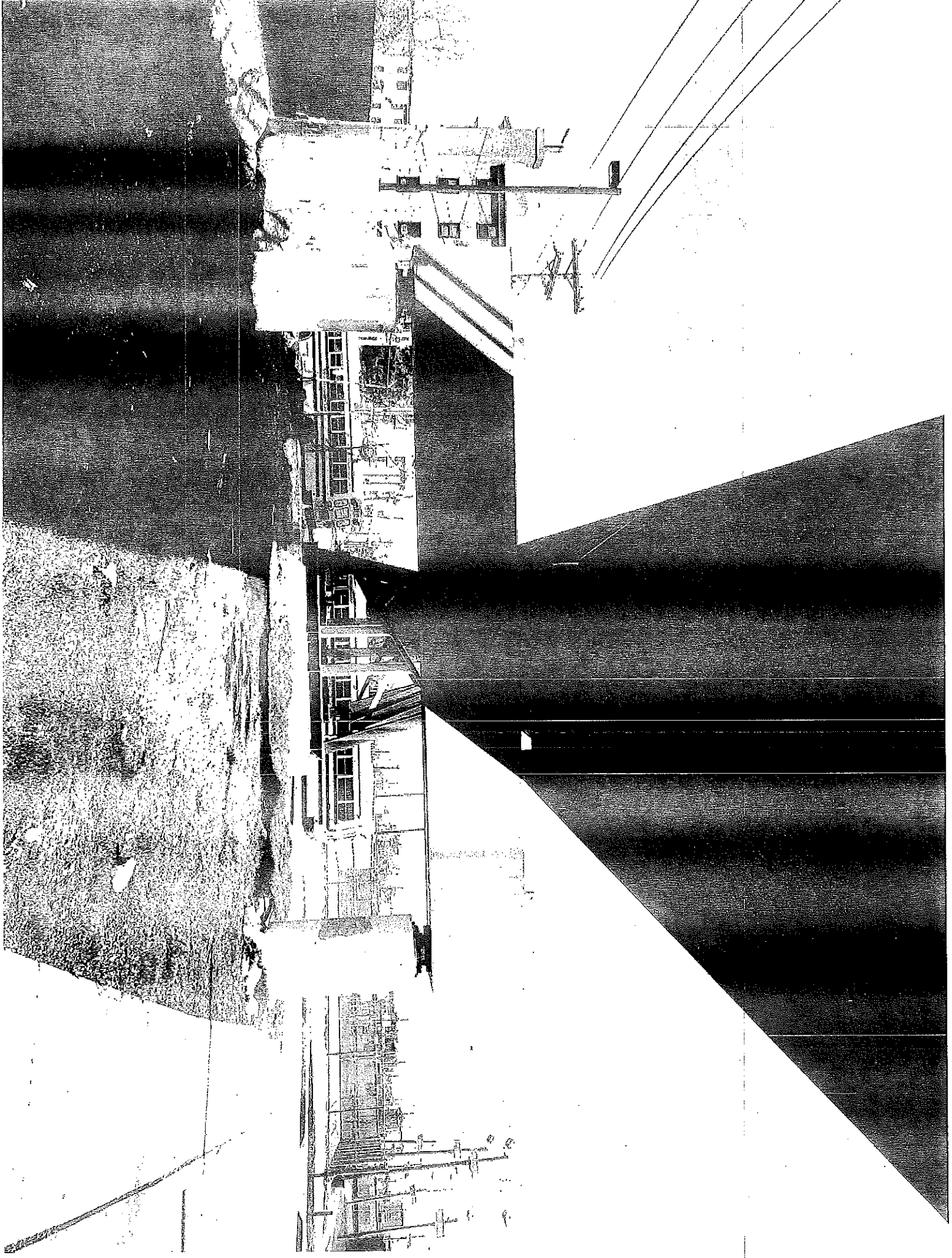
(Vacated)

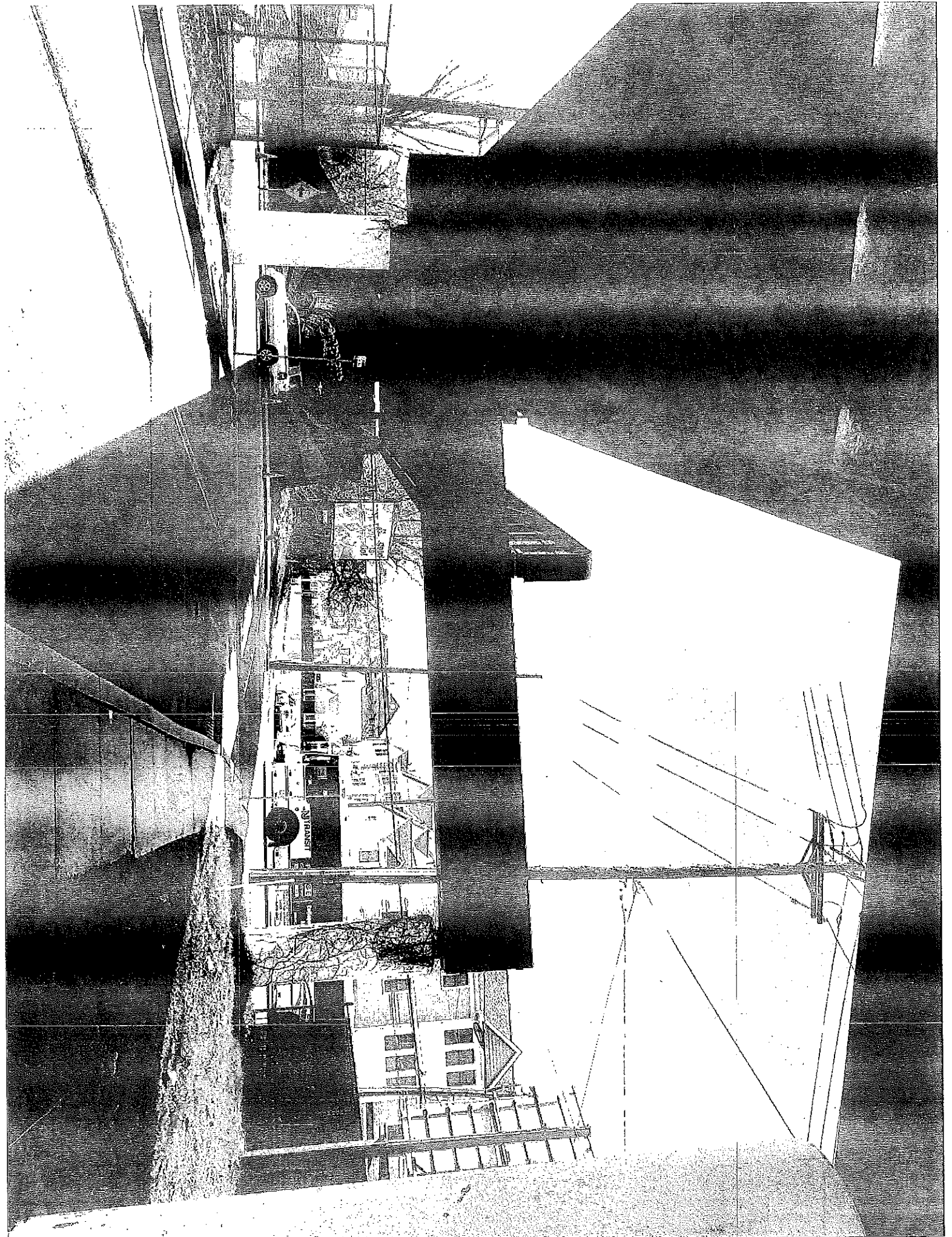
Street

PLACE

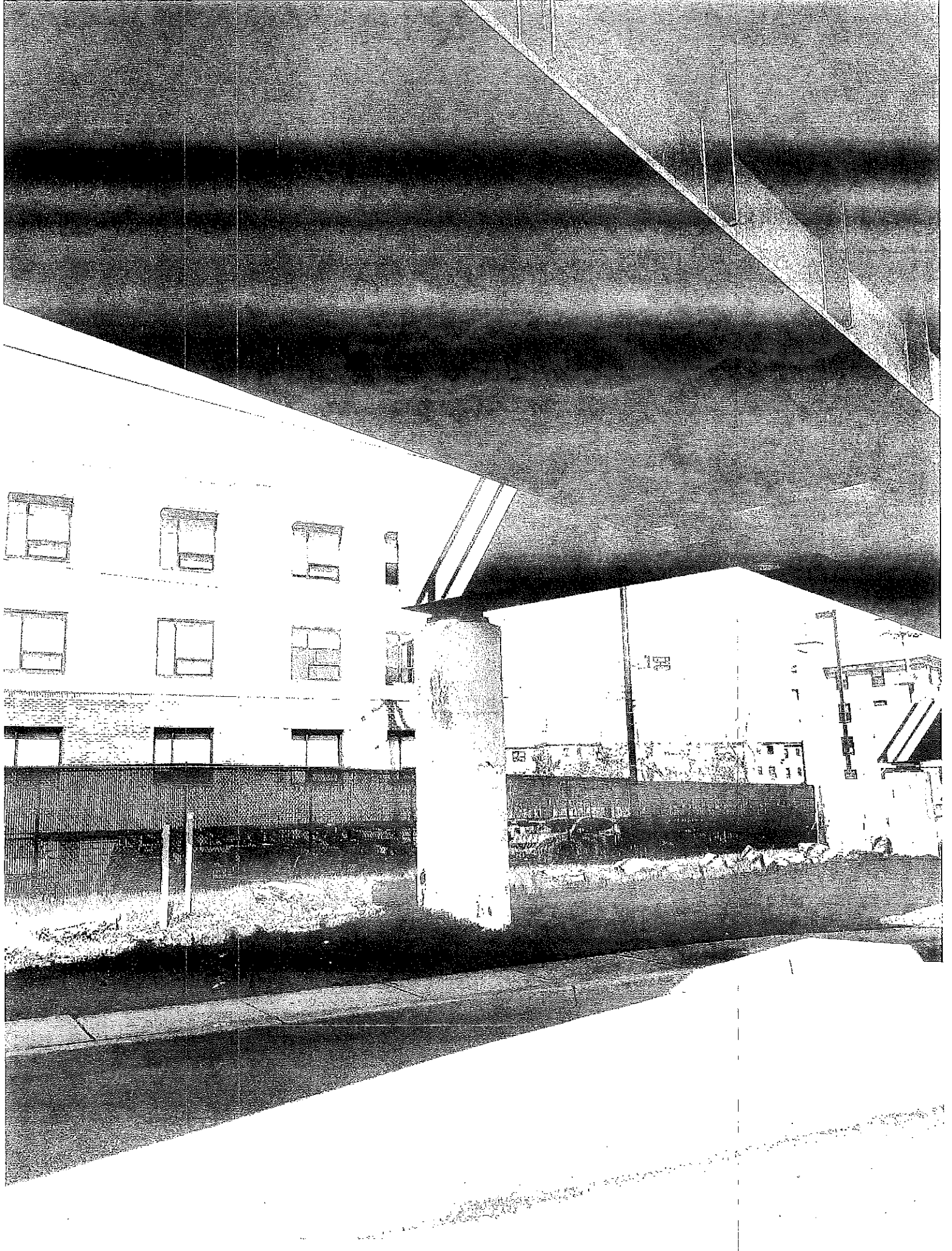
Street

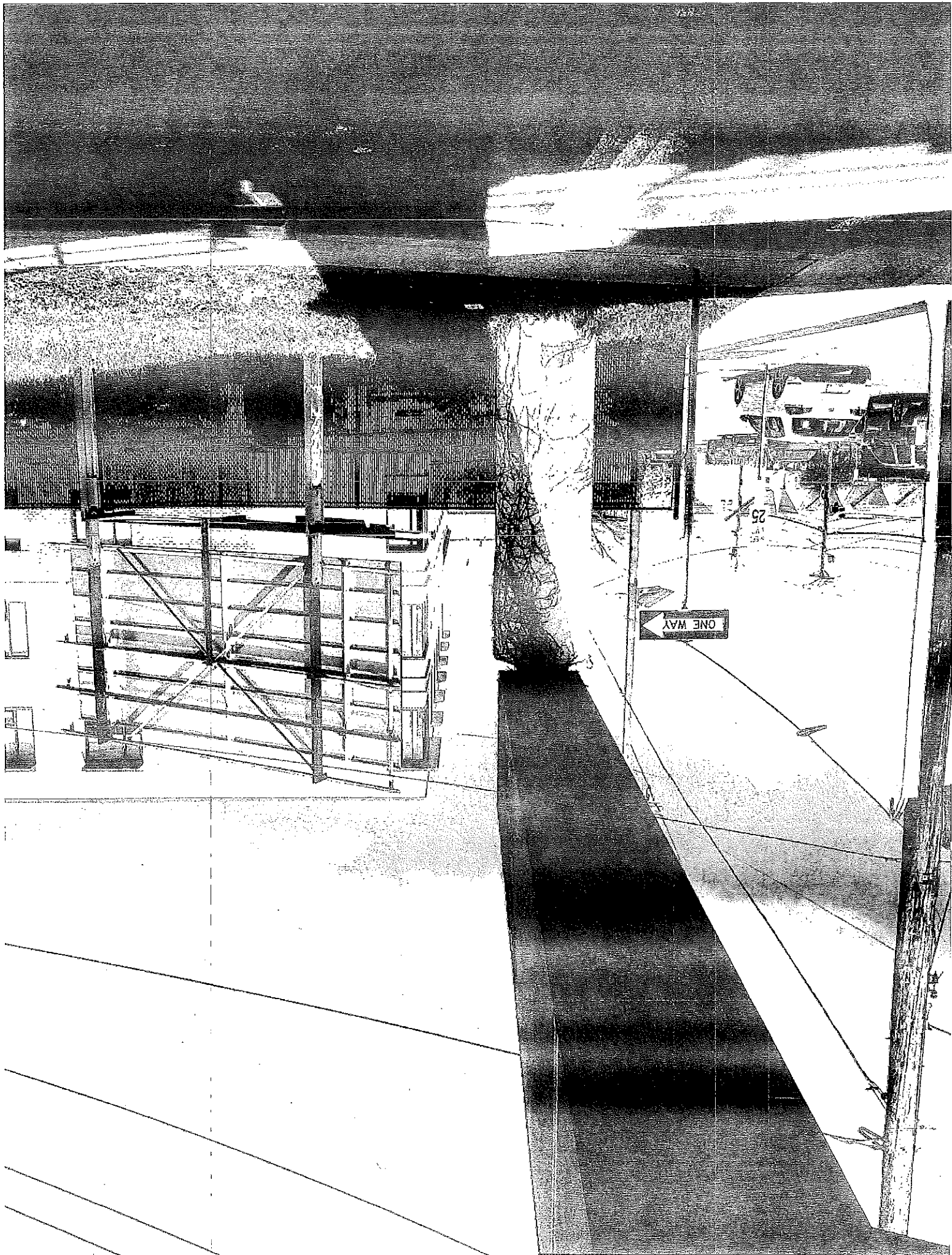


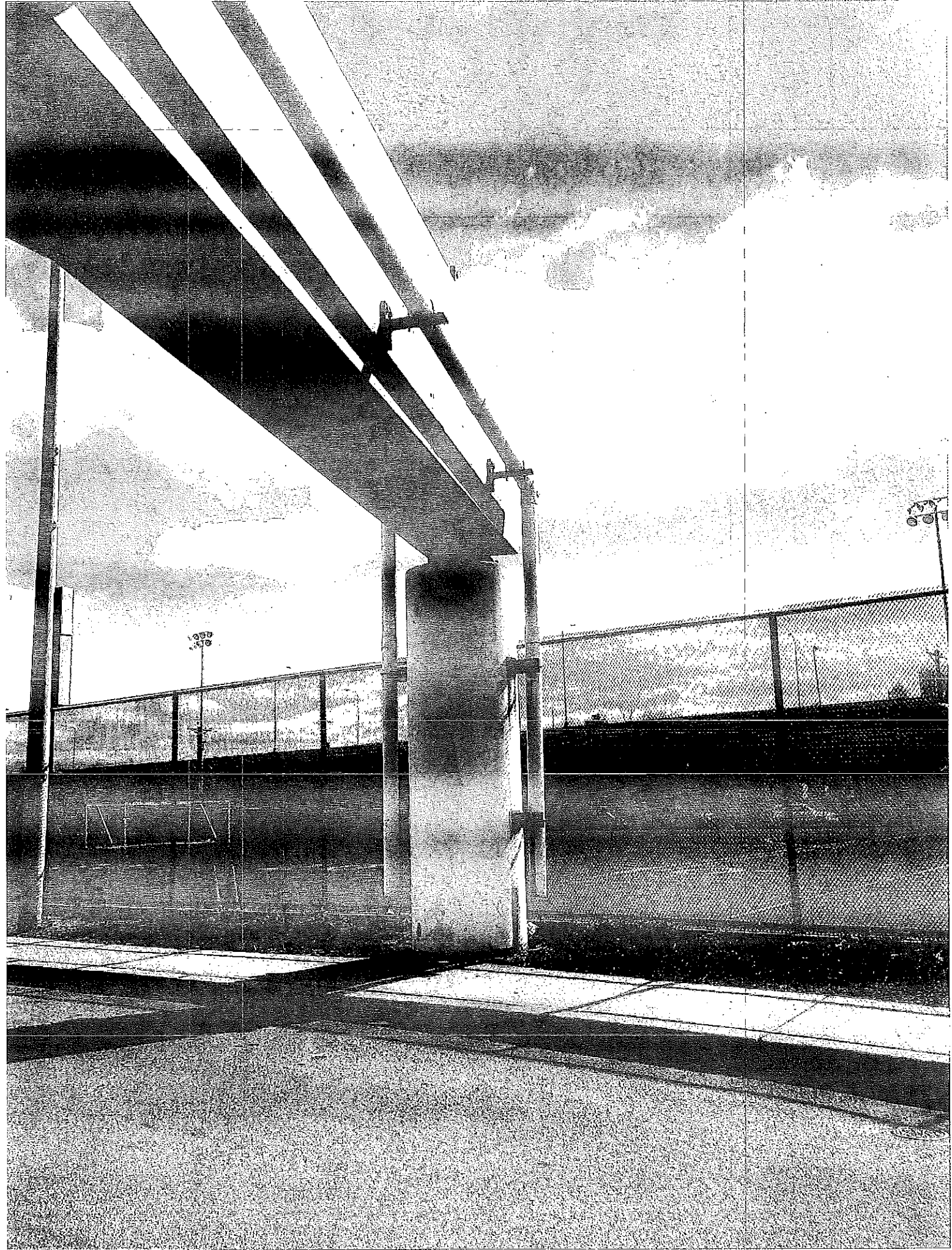










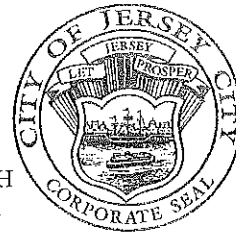


Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.369

Agenda No. 10.0

Approved: MAY 27 2015



TITLE: RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH JOSHUA MARROW AND ALEXANDRA MARROW TO ENTER ONTO CITY PROPERTY AT 404-408 SECOND STREET

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Joshua Marrow and Alexandra Marrow ("Licensee") are making repairs to a building that they own at 410 Second Street, Jersey City; and

WHEREAS, the City of Jersey City ("City") is the owner of permit parking lot located at 404-408 Second Street ("Premises"); and

WHEREAS, the Licensee requests the City's permission to enter onto the Premises to install scaffolding for a period of fifty (50) days so that Licensee will be able to apply brick to the side of its building pursuant to plans approved by the City's Planning Board and Zoning Board; and

WHEREAS, the Licensee will provide at no cost to the City or to the City's parking permit holders parking spaces at a parking lot owned by the Licensee at 175 Brunswick Street between Fifth Street and Sixth Street during the term of the License Agreement; and

WHEREAS, the Licensee 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) The Licensee is authorized to enter onto the City's property at 404-408 Second Street, Jersey City for the purpose of performing the activities described in the License Agreement attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and
- 3) The term of the License Agreement shall be for fifty (50) days effective upon execution of the License Agreement by City officials.

RR
5-13-15

APPROVED: *Ann Marie Miller, Real Estate Manager*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolandó R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH JOSHUA MARROW AND ALEXANDRA MARROW TO ENTER ONTO CITY PROPERTY AT 404-408 SECOND STREET

Initiator

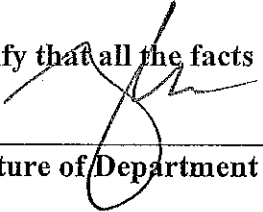
Department/Division	Administration	Real Estate
Name/Title	Steve Miller	Confidential Assistant
Phone/email	(201) 206-9531	SteveM@jcnj.org

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

Resolution Purpose

Joshua Marrow and Alexandra Marrow (“Licensee”) are making repairs to a building that they own at 410 Second Street, Jersey City. The City is the owner of permit parking lot located at 404-408 Second Street (“Premises”) that contains 16 parking spaces. The Licensee requests the City’s permission to enter onto the Premises to install scaffolding for a period of fifty days so that Licensee will be able to apply brick to the side of its building pursuant to plans approved by the City’s Planning Board and Zoning Board. The scaffolding will require the use of 8 of the 16 parking spaces. The Licensee will provide at no cost to the City or the City’s parking permit holders 8 parking spaces at a parking lot owned by the Licensee at 175 Brunswick Street between Fifth Street and Sixth Street during the term of the License Agreement.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/18/15
Date

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and Joshua Marrow and Alexandra Marrow (hereinafter referred to as "Licensee"), whose address is 31 River Court # 203, Jersey City, New Jersey, 07310.

By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is located at 404-408, Second Street, Jersey City (hereinafter referred to as the "premises"). The premises is a parking lot which contains sixteen (16) unassigned permit parking spaces which are used by permit holders on a first come first serve basis. Licensee is the owner of building at 410 Second Street which it is currently renovating. The Licensee's building is adjacent to the westerly side of the premises. The Licensee requests the City's permission to enter onto the premises and install scaffolding. Licensee 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.

- a) The term of this License is for a period of fifty (50) days effective as of the date this Agreement is executed by City officials.
- b) The Licensee shall be permitted to use the premises for the following activities:

(a) entering onto the premises and erecting scaffolding so that Licensee will be able to apply brick to the side of its building pursuant to plans approved by the City's Planning Board and Zoning Board.

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of the City's Director of Architecture, Engineering, Traffic and Transportation.

1. As a result of the installation of the scaffolding, eight (8) permit parking spaces will not be available for use during the term of this License Agreement. The Licensee shall provide at no cost to the City or the City's permit parking holders eight (8) parking spaces at a parking lot owned by the Licensee at 175 Brunswick Street between Fifth Street and Sixth Street.

2. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

3. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired

by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

4. 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 premises 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.

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 City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

7. 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.

8. 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.

9. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

10. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

11. The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured

party. 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 property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

12. The Licensee's use of the premises 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 premises by the Licensee.

13. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises 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.

14. 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.

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

Licensor: Ann Marie Miller, Manager
Office of Real Estate
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

Licensee: Joshua Marrow & Alexandra Marrow
31 River Court #203
Jersey City, New Jersey 07310

16. 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 property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

17. 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 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.

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

19. This Agreement shall terminate fifty (50) days after it is executed by City officials.

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

AGREED to this _____ day of _____, 2015

JOSHUA AND ALEXANDRA MARROW

CITY OF JERSEY CITY

(Licensee)

By: _____
Joshua Marrow

By: _____
Robert Kakoleski
Business Administrator

By: _____
Alexandra Marrow

Attest: _____
Robert Byrne
City Clerk

RR
5-13-15

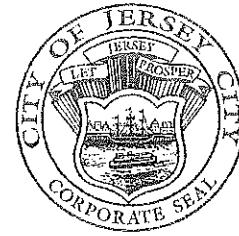
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.370

Agenda No. 10.P

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH MONARCH HOUSING ASSOCIATES FOR 2015 CONTINUUM OF CARE (CoC) PROCESS, DEVELOPMENT AND GRANT APPLICATION SUBMISSION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Hudson County Alliance to End Homelessness (HCAEH) is a collaborative effort of Community Development Block Grant Entitlement Jurisdictions as well as all municipalities in Hudson County who are involved in the development and execution of the ongoing Continuum of Care planning initiative and annual application process; and

WHEREAS, the Hudson County Division of Housing and Community Development and the Jersey City Division of Community Development preside as Chairperson and Vice-Chairperson, respectively for the CoC planning process; and

WHEREAS, the Chairpersons coordinate the process and submission for the U.S. Department of Housing and Urban Development Continuum of Care (CoC) grant application and underwrite the cost of hiring a consultant to assist in managing the process and preparing the application; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1 (a) informally solicited for bids overseeing the 2015 CoC process and for development and submission of the 2015 CoC application; and

WHEREAS, the City issued a Request for Proposals (RFP) for a consultant to provide services adherent to the 2015 Continuum of Care (CoC) process, development and grant application submission and one (1) vendor responded to the City's RFP; and

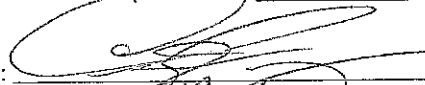
WHEREAS, the City is desirous of entering into contract with Monarch Housing Associates for processing, development and submission of the 2015 CoC grant application; and

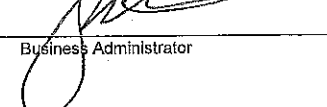
WHEREAS, funds in the amount of \$15,000 are available in Account No. **56-200-56-851-918**.

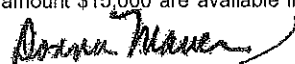
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that:


- 1) A contract in the amount of \$15,000 is awarded to Monarch Housing Associates for the 2015 Continuum of Care (CoC) process, development and grant application submission.
- 2) The term of the contract shall be one (1) year beginning June 2015.
- 3) The Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached.

I, Donna Mauer, hereby certify that sufficient funds in the amount \$15,000 are available in Account No. **56-200-56-851-918** (PO Number 117267).

APPROVED: 

APPROVED: 
Business Administrator


Donna Mauer, Chief Financial Officer
APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required
Not Required

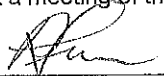
APPROVED 8-0

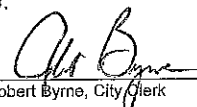
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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 CONTRACT WITH MONARCH HOUSING ASSOCIATES FOR 2015 CONTINUUM OF CARE (CoC) PROCESS, DEVELOPMENT AND APPLICATION SUBMISSION

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jcnj.org

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

Contract Purpose

Preparation of the annual CoC – NOFA application and implementation for Hudson County Alliance to End Homelessness.

Cost (Identify all sources and amounts)

\$15,000.00

Contract term (include all proposed renewals)


One (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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 752
TRENTON NJ 08646-0252

TAXPAYER NAME:
MONARCH HOUSING ASSOCIATES INC

TRADE NAME:

ADDRESS:
29 ALDEN ST STE 1B
CRANFORD NJ 07016
EFFECTIVE DATE:

SEQUENCE NUMBER:
0575173

ISSUANCE DATE:
06/08/10

12/29/92

James J. [Signature]
Director
New Jersey Division of Revenue

FORM-BRC

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



CONSULTANT AGREEMENT

MONARCH HOUSING ASSOCIATES

**FOR PREPARATION OF
HUDSON COUNTY ALLIANCE
TO END HOMELESSNESS
CONTINUUM OF CARE APPLICATION**

Contract Term

June 1, 2015 – May 31, 2016

AGREEMENT

Agreement made this day of May 2015, between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, (“CITY”) and **MONARCH HOUSING ASSOCIATES**, with offices at 29 Alden Street, Suite 1B, Cranford, NJ 07016, (“CONSULTANT”).

WHEREAS, the City requires the services of a consultant in connection with the preparation of the Jersey City/Hudson County Continuum of Care application.

WHEREAS, Consultant has the skills and expertise necessary to advise the City in matters relating to the preparation of the Jersey City/Hudson County Continuum of Care application.

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 in connection with the preparation of the Jersey City/Hudson County Continuum of Care application.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all of the required services in accordance with the Request for Proposals (RFP) document prepared by the City (Section 3.1) and the Proposal prepared by Consultant, which are attached hereto and incorporated herein by reference. In the event that there is a conflict or discrepancy between the provisions of this

Agreement and the provisions of the City's RFP and Consultant's proposal, the provisions of this Agreement shall govern over the provisions of the RFP and the Proposal, and the provisions of the RFP shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of approximately six (6) months.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

Specific services will include:

1. The development and final submission of 2015 CoC application.
2. Provide technical assistance to improve HCAEH/CoC planning process.
3. Assist with outreach efforts to HCAEH/CoC Grantees and members.
4. Assist in providing information to be shared at the HCAEH meetings.
5. Attend HCAEH planning meetings that will take place approximately ten (10) times during 2015 CoC planning process.
6. Attend approximately ten (10) HCAEH subcommittee meetings.
7. Provide technical assistance to HCAEH applicants in preparation for submission of HCAEH applications. Total number of applicants will be approximately fifteen (15).
8. Total hours should not exceed two hundred fifty (250) hours.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the 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 industry 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 services described in this Agreement shall be paid in a lump sum in accordance with the Consultant's Proposal. The Consultant's fee for services shall be \$15,000.

ARTICLE V

Insurance

1. The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as and additional insured when possible, shall be provided. Insurance requirements are as follows:

- a) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- c) Automobile Liability in the amount of \$1,000,000 combined single limit.
- d) Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

2. The Consultant agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under the contact.

Before commencing 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.

3. The insurance policies described in this Article shall be kept in force until the completion of this contract.

Professional Liability Insurance should be kept in force until at least one (1) year after completion of this contract.

ARTICLE VI

Personnel of Consultant

1. The Consultant shall engage in his sole expense and be responsible for, all personnel 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. 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

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 not further claims 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 Consultant shall have no further claim against the City with respect thereto.

ARTICLE VIII

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 Division of Community Development of the City on any claim or dispute covered by this Article.

ARTICLE IX

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:

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

ARTICLE X

Compliance with Affirmative Action Plan

1. The Consultant is required to comply with requirement of L. 1975, c. 127, The Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., The Affirmative Action Rules. (Included herein by reference.)

2. If the Agreement exceeds \$21,000.00, it shall also be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

- a) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$21,000.00) (Exhibit C attached hereto and incorporated herein by reference).
- b) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$21,000.00.

ARTICLE XI

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 XII

New Jersey Business Registration

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 the 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 properly provided under a contract with a contracting agency.

ARTICLE XIII

Entire Agreement

1. This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations or agreements 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 XIV

Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

As to **CITY OF JERSEY CITY:** **Robert Kakoleski**
Business Administrator
City of Jersey City
City Hall, 280 Grove Street
Jersey City, NJ 07302

Office of Corporation Counsel
City of Jersey City
280 Grove Street
Jersey City, N 07302

As to **MONARCH HOUSING ASSOCIATES:**

Richard Brown
MONARCH HOUSING ASSOCIATES
29 Alden Street
Suite 1B
Cranford, NJ 07016

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST:

ROBERT KAKOLESKI

ROBERT BYRNE

Business Administrator

City Clerk

Date: _____

Date: _____

MONARCH HOUSING ASSOCIATES

ATTEST:

RICHARD BROWN

By: _____

President

Date: _____

Date: _____

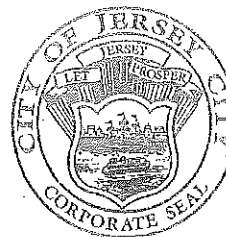
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.371

Agenda No. 10.0

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING PROPERTY LOCATED AT 231 VIRGINIA AVENUE, A/K/A BLOCK 1790, LOT 18

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on May 30, 2008, Asad Kahn (Borrower) executed a Second Repayment Mortgage in favor of the City of Jersey City (City) to secure the City's loan in the amount of \$40,000.00 made under the Golden Neighborhoods Homeownership Program (GNHP); and

WHEREAS, the mortgage affects property known as 231 Virginia Avenue, Jersey City, also known as Block 1790, Lot 18; and

WHEREAS, the Second Payment Mortgage and Note were recorded in Book 17010, Page 217 of the Hudson County Register of Deeds on June 26, 2008; and

WHEREAS, under the terms and conditions of the Second Repayment Mortgage Borrower must repay 100% of the loan if the property is sold during the restricted period of ten (10) years from the date title is obtained; and

WHEREAS, Borrower is desirous of selling the property within the ten (10) year restricted period and has paid to the City the amount of \$40,000.00 representing full satisfaction of the Second Repayment Mortgage; and

WHEREAS, the City, having received and accepted of full payment in satisfaction of the Second Repayment Mortgage, 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 \$40,000.00 affecting 231 Virginia Avenue, Jersey City, also known as Block 1790, Lot 18.

JF/he
5/7/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage affecting 231 Virginia Avenue, A.K.A. Block 20901, Lot 10 and F.K.A. Block1790, Lot 00018.

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@icnj.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 owner repaid GNHP grant in full to the City. In the Second Repayment Mortgage, Page 4, Section 6 under Repayment states that "Within the restricted period starting with the date the Borrower obtained title to the property and continuing for a period of a minimum of ten (10) years, the borrower shall repay 100% of the loan if the borrower sells the unit or upon a default by the borrower."

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/5/15
Date

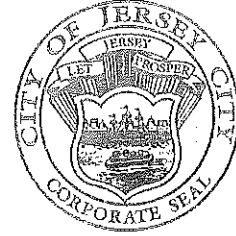
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.372

Agenda No. 10.R

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 114 WOODLAWN AVENUE, A/K/A BLOCK 25703 LOT 25 (F/K/A BLOCK 1335, LOT 40A)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on July 15, 1998, Robert Wiley (Borrower) executed a Mortgage in favor of the City of Jersey City (City) to secure the City's loan in the amount of \$30,000.00 made under the under the Multi-Family Loan and Grant Program; and

WHEREAS, the mortgage affects property known as 114 Woodlawn Avenue, Jersey City, also known as Block 25703, Lot 25 (f/k/a Block 1335, Lot 40A); and

WHEREAS, the Multi-Family Loan and Grant Program Mortgage was recorded in Book 6687, Page 158 of the Hudson County Register of Deeds on August 31, 1998; and

WHEREAS, under the terms and conditions of the Mortgage Borrower agreed to repay 100% of the loan and interest on the outstanding principal at the rate of 3% per annum for a period of 15 years; and

WHEREAS, payment in full of the amounts due under the Mortgage, the City shall cancel this Mortgage of record; and

WHEREAS, Borrower was advised on May 30, 2012, that the balance due on the Mortgage was \$3,940.97, which amount was paid in full by Borrower, representing full satisfaction of the Mortgage; and

WHEREAS, the City, having received and accepted of full payment in satisfaction of the Mortgage, 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 \$30,000.00 affecting 114 Woodlawn Avenue, Jersey City, also known as Block 25703, Lot 25 (f/k/a Block 1335, Lot 40A).

JF/he
5/18/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMEN	✓		
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 MULTI FAMILY LOAN DISCHARGE OF MORTGAGE AFFECTING 114 Woodlawn Ave Jersey City, NJ BLOCK-1335 - LOT – 40.A

Initiator

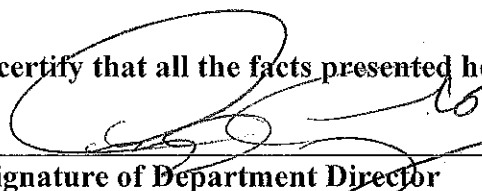
Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

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

Resolution Purpose

Grant: Homeowners Rehab Program (MULTI FAMILY LOAN) Discharge of a City Mortgage. 114 Woodlawn Ave. Jersey City, NJ

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/30/15
Date

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

City Clerk File No. Res. 15.373

Agenda No. 10.5

Approved: MAY 27 2015



TITLE:

**RESOLUTION REMOVING THE AFFORDABILITY RESTRICTIONS
PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED
MAY 18, 1994 AFFECTING BLOCK 17506, LOT 6 ALSO KNOWN AS
409/409A WHITON STREET**

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

WHEREAS, the City of Jersey City (City) and the Jersey City Redevelopment Agency (JCRA) executed a contract of sale of land for Phase V of the Lafayette Park Affordable Housing Project to the developer, JP Affordable Housing Holding Co., Inc. (JP Affordable); and

WHEREAS, on May 18, 1994, the City executed an Affordable Housing Agreement (Agreement) with JP Affordable, which contained restrictive covenants intended to run with the land with respect to the affordable housing units described therein, including property identified as Block 17506, Lot 6 f/k/a Block 2092, Lot 24 on the tax map of the City of Jersey City, County of Hudson, and also known as 409-409A Whiton Street (the Property); and

WHEREAS, the purpose of the Agreement was to ensure that the units were sold to qualified low income home buyers and would remain affordable to low and very low income eligible households for a minimum period of twenty (20) years; and

WHEREAS, the Agreement was recorded on May 25, 1994 at the Hudson County Register's Office in Deed Book 4731 at page 088; and

WHEREAS, in addition, on June 22, 1994, Elizabeth Anaya f/k/a Elizabeth Capo, the property owner executed a repayment mortgage with the New Jersey Department of Community Affairs Housing Affordability Service (HAS) on behalf of the City; and

WHEREAS, pursuant to the repayment mortgage, the City is entitled to a recapture amount at the first transfer of the Property after the affordable restrictions end; and

WHEREAS, on August 12, 2006, Ms. Anaya executed a subsequent mortgage with Bank of America, N.A., in the amount of \$250,000, which was not approved by HAS nor the City in violation of the terms of the repayment mortgage and the Agreement; and

WHEREAS, in 2012, Ms. Anaya defaulted on the Bank of America loan; and

WHEREAS, Bank of America initiated a foreclosure action against Ms. Anaya under Docket No.:F-31329-14; and

WHEREAS, the City filed an answer contesting the priority and validity of the Bank of America loan; and

WHEREAS, the City proposed a settlement whereby Bank of America would pay to HAS on behalf of the City the recapture amount of \$129,614.82, and in exchange HAS would discharge the repayment mortgage and the City would release the Property from the affordability controls; and

WHEREAS, the lender agreed to pay HAS on behalf of the City \$129,614.82 to settle the matter; and

WHEREAS, the restrictions and all terms and conditions included in the Agreement are no longer required by the City, and the Property can be released from the restrictions; and

MAY 27 2015

TITLE:

**RESOLUTION REMOVING THE AFFORDABILITY RESTRICTIONS
PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED MAY
18, 1994 AFFECTING BLOCK 17506, LOT 6 ALSO KNOWN AS 409/409A
WHITON STREET**

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 of the City of Jersey City that:

1. The Corporation Counsel is authorized to settle the foreclosure lawsuit for the sum of \$129,614.82.
2. Bank of America, N.A. shall make payment to the New Jersey Department of Community Affairs Housing Affordability Service (HAS) on behalf of the City of Jersey City. HAS will discharge the repayment mortgage dated June 22, 1994 and re-issue a check payable to the City in the amount of \$129,614.82. The check issued to the City will be deposited into the City's 95/5 account.
3. Block 17506, Lot 6 f/k/a Block 2092, Lot 24 also known as 409-409A Whiton Street is hereby released from all of the restrictions and covenants contained in the Affordable Housing Agreement between the City of Jersey City and JP Affordable Housing Holding Co., Inc. dated May 18, 1994 and recorded in Deed Book 4731 at Page 088.
4. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated May 18, 1994.
5. The Mayor is hereby authorized to execute this Resolution and a Notary Public shall 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 City of Jersey City has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed that day and year first above written.

WITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

City Clerk File No. Res. 15.373

Agenda No. 10.S

MAY 27 2015

TITLE:

**RESOLUTION REMOVING THE AFFORDABILITY RESTRICTIONS
PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED
MAY 18, 1994 AFFECTING BLOCK 17506, LOT 6 ALSO KNOWN
AS 409/409A WHITON STREET**

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

Sworn and subscribed to
Before me this _____ day
of _____, 2015.

Notary Public

Robert Byrne, City Clerk

IW/ow
5-13-15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.27.15							
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 - 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 THE AFFORDABILITY RESTRICTIONS PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED MAY 18, 1994 AFFECTING BLOCK 17506, LOT 6 ALSO KNOWN AS 409/409A WHITON STREET

Initiator

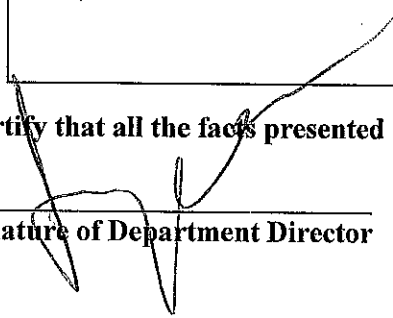
Department/Division	Law Department		
Name/Title	Itza Wilson, Asst. Corp. Counsel		
Phone/email	201-547-5444		

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

Resolution Purpose

The property is subject to an Affordable Housing Agreement dated May 18, 1994 to ensure that the unit remains affordable to low income eligible households for a minimum period of twenty (20) years. After the affordability restrictions end, the City is entitled to a recapture amount at the first non-exempt sale of the Property. The owner, Elizabeth Anaya executed a subsequent mortgage with Bank of America which was not approved by the New Jersey Department of Community Affairs nor the City. The owner defaulted on the Bank of America loan. A foreclosure action was initiated in 2014 under Docket No.: F-31329-14 and named the City as a defendant because of the City's mortgage and affordability restrictions. The lender has agreed to pay the City the recapture amount of \$129,614.82 in exchange for a release of the affordability restrictions because the twenty (20) year affordability period has expired.

I certify that all the facts presented herein are accurate



Signature of Department Director

Date

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

City Clerk File No. _____ Res. 15.374

Agenda No. _____ 10.T

Approved: _____ MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2015 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2015 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2015 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$344,477,699**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

DIVISION	FROM	TO
28-370 RECREATION - SW	\$1,549,060	\$1,949,060
20-121 GENERAL & PRIMARY ELECTION	\$0	\$112,000
30-418 ETHICAL STANDARDS BOARD	\$8,100	\$15,000
20-111 RESIDENT RESPOSE CENTER - OE	\$107,125	\$175,000
30-412 CELEB. OF PUBLIC EVENTS -OE	\$141,750	\$250,000
CLEAN COMMUNITIES GRANT	\$0	\$399,518

TOTAL INCREASE: \$1,094,543.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2015 Municipal Budget.

APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)
--

Initiator

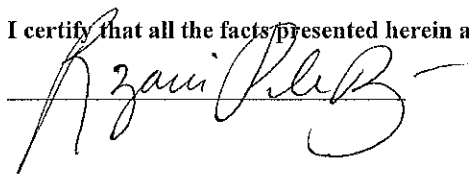
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC	PRINCIPAL ACCOUNT CLERK
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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 increase the temporary budget to cover expenses as well as include new grant received.
--

I certify that all the facts presented herein are accurate.



May 18, 2015

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

City Clerk File No. Res. 15.375

Agenda No. 10.U

Approved: MAY 27 2015



TITLE: **RESOLUTION AUTHORIZING SETTLEMENT OF THE LAW SUIT OF GRACE SMYKOWSKI, ET AL. V. CITY OF JERSEY CITY, ET AL.**

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on October 22, 2011, Grace Smykowski was lawfully on public property; and

WHEREAS, Grace Smykowski fell and was injured as a result of a condition then existing on the aforesaid property; and

WHEREAS, Grace Smykowski and her husband Thomas Smykowski filed a lawsuit in the Superior Court of New Jersey, Law Division, Hudson County bearing Docket No. HUD-L-3891-12; and

WHEREAS, Corporation Counsel has recommended settlement of this lawsuit in the amount of \$145,000.00 because of the litigation risk involved; and


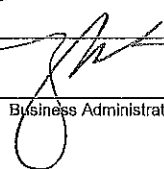
WHEREAS, the plaintiffs have agreed to this settlement and will sign all required releases and will dismiss the lawsuit with prejudice and will satisfy all liens out of the settlement proceeds; and

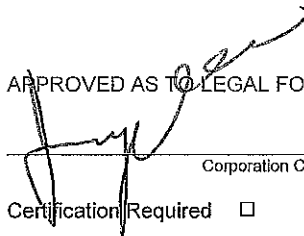
WHEREAS, the necessary funds for the settlement are available in the City of Jersey City Insurance Fund Commission account.

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

1. The Corporation Counsel be and is hereby authorized to settle this lawsuit for \$145,000.00 and to sign and file all necessary paperwork to conclude the settlement; and
2. The Jersey City Insurance Commission Fund be and is hereby authorized to issue a check in the amount of \$145,000.00 payable to the plaintiffs and their attorneys.

SDC/cw
03/19/15

APPROVED: 
APPROVED: 
Business Administrator

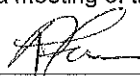
APPROVED AS TO LEGAL FORM 
Corporation Counsel
Certification Required
Not Required
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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 SMYKOWSKI V. CITY OF JERSEY CITY, ET AL.

Initiator

Department/Division	Law Department	Law Department
Name/Title	Stevie D. Chambers	Assistant Corporation Counsel
Phone/email	(201) 547-4908	SChambers@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 for \$145,000.

This matter involves a trip and fall incident where plaintiff tripped over the stump of a previously relocated public sign post located in a public right of way. As a result of the incident, plaintiff underwent five surgical procedures including a total left knee replacement. Also, as a result of the incident, plaintiff incurred over \$250,000 of medical expenses.

Given the liability exposure in this matter, it is in the best interest of the City to settle this matter in the amount of \$145,000.

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. 15.376

Agenda No. 10.V

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING SETTLEMENT OF THE LAW SUIT OF TAUREAN PROSPER VS. THE CITY OF JERSEY CITY, ET AL

COUNCIL RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, Taurean Prosper filed a law suit against the City of Jersey City, et al in the Superior Court of New Jersey under Docket No. HUD-L-5858-12; and

WHEREAS, the complaint alleges that plaintiff fell on a portion of the broken basketball court at Mary Benson Park, 450 3rd Street, Jersey City; and

WHEREAS, Plaintiff fell and was injured as a result of a condition then existing on the aforesaid property; and

WHEREAS, the Corporation Counsel has recommended a settlement of **\$10,000**; and

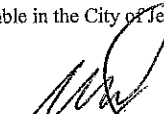
WHEREAS, plaintiff has agreed to this settlement and has agreed to sign the required releases; and

WHEREAS, the funds necessary for this settlement are available in the City of Jersey City Insurance Fund Accounts.

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

1. The Corporation Counsel is hereby authorized to settle this lawsuit for \$10,000.00 and to sign and file all necessary paperwork to conclude the settlement; and
2. The Jersey City Insurance Commission Fund be and is hereby authorized to issue a check in the amount of **\$10,000.00** payable to the plaintiffs and their attorneys.

I certify that the funds for this expenditure are available in the City of Jersey City's Insurance Fund Commission Account.


 Matthew Logan
 Insurance Fund Commission

igp
 5/12/15

APPROVED: 

APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM 

 Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-27-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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 SETTLEMENT OF THE LAW SUIT OF TAUREAN PROSPER VS. THE CITY OF JERSEY CITY, ET AL

Initiator

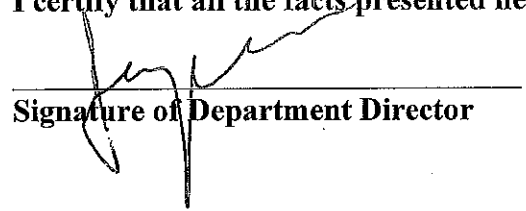
Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

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

Resolution Purpose

Resolution authorizing a Settlement of the law suit of Taurean Prosper v. City of Jersey City, et al in the amount of \$10,000.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

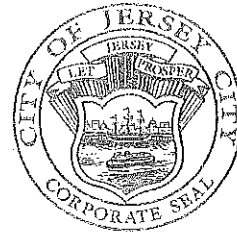
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.377

Agenda No. 10.W

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING SETTLEMENT OF THE LAWSUIT OF DIAMOND CONSTRUCTION AGAINST THE CITY OF JERSEY CITY

COUNCIL

OFFERED AND MOVED

Adoption of the following Resolution:

WHEREAS, on June 13, 2013, City of Jersey City executed a Purchase Order and Voucher for construction of a concrete slab by Diamond Construction in the amount of \$7,400.00;

WHEREAS, Diamond Construction completed the work and the City of Jersey City did not pay for the work performed;

WHEREAS, the plaintiff brought suit in the Superior Court of New Jersey, Hudson County, Special Civil Part, bearing Docket No. DC-006335-14 seeking payment for the work performed.

WHEREAS Trial of this matter commenced on February 27, 2015;

WHEREAS, Judge Francis B. Schultz entered a Final Judgment Order dated March 30, 2015 against the City in the amount of \$7,400.00, plus attorneys fees and costs in the amount of \$5,233.53 pursuant to N.J.S.A. 2A:30A-2(f), plus interest at a rate equal to \$.91 per day from August 8, 2013 until April 15, 2015 to satisfy this Judgment pursuant to N.J.S.A. 2A:30A-2(c);


WHEREAS Pursuant to Judge Shultz's Order dated March 30, 2015, the City is required to pay the judgment in full to Diamond Construction in the total amount of \$13,164.97.

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

1. The Corporation Counsel is authorized to pay the judgment entered in this lawsuit for the total sum of \$13,164.97 which includes attorneys' fees, interest and costs.
2. The Jersey City Insurance Fund Commission be authorized to issue a check for \$13,164.97 payable to Diamond Construction and their attorney, Joseph A. Deer, Esq.

TITLE: **RESOLUTION AUTHORIZING SETTLEMENT OF THE LAWSUIT OF DIAMOND CONSTRUCTION AGAINST THE CITY OF JERSEY CITY**

I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Account.


Matthew Hogan, Risk Manager

CR/km

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

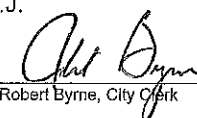
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ 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 SETTLEMENT OF THE LAWSUIT OF DIAMOND CONSTRUCTION AGAINST THE CITY OF JERSEY CITY

Initiator

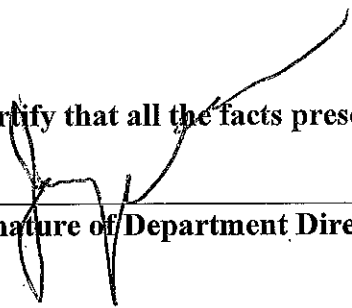
Department/Division	Law Department	
Name/Title	Chaunelle Robinson	Assistant Corporation Counsel
Phone/email	(201) 547-5228	CRobinson@cnj.org

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

Resolution Purpose

Resolution authorizing payment to Diamond Construction and Joseph A. Deer, Esq., in the amount of \$13,164.97 pursuant to Final Judgment Order of Judge Francis B. Schultz dated March 30, 2015

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

BASHWINER and DEER, LLC
Joseph A. Deer, Esq. - Bar Id. No.: 025861999
571 Bloomfield Avenue - Suite 203
Verona, New Jersey 07044
(973) 239-4343
Attorneys for Plaintiff Diamond Construction

APR 02 2015

FILED

MAR 30 2015

FRANCIS B. SCHULTZ, J.S.C.

DIAMOND CONSTRUCTION,

Plaintiff,

v.

CITY OF JERSEY CITY, DEPARTMENT OF
PUBLIC WORKS, PARKS MAINTENANCE
DIVISION, and JOHN DOES 1 THROUGH 100,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION; HUDSON COUNTY
SPECIAL CIVIL PART
DOCKET NO.: DC-006335-14

Civil Action

FINAL JUDGMENT ORDER

The Court, having conducted a bench trial on February 27, 2015 with Joseph A. Deer, Esq. of the law firm of Bashwiner and Deer, LLC appearing on behalf of Plaintiff Diamond Construction ("Plaintiff"), and Chaunelle Robinson, Esq., Assistant Corporation Counsel for the City of Jersey City appearing on behalf of Defendants City of Jersey City, Department of Public Works, and Parks Maintenance Division ("Defendants"), and the Court having heard the testimony of witnesses, reviewed the evidence introduced from both parties and having made factual findings as to the allegations set forth in Plaintiff's Complaint and in Defendants' Counterclaim, and for good cause having been shown,

IT IS on this 30th day of March 2015;

ORDERED that Final Judgment be entered against Defendants in the amount of seven thousand four hundred dollars (\$7,400.00), plus attorneys fees and costs in the amount of five thousand two hundred thirty three dollars and fifty three cents (\$5,233.53) pursuant to *N.J.S.A.*

2A:30A-2(f), plus interest at a rate equal to ninety one cents (\$.91) per day from August 8, 2013 until the day the check is drawn by Defendants to satisfy this Judgment pursuant to *N.J.S.A.*

2A:30A-2(c); and it is further

ORDERED that Defendants' Counterclaim is hereby dismissed with prejudice; and it is further

ORDERED that a copy of this Order shall be served on all counsel within 7 days of the date hereof.

Francis B. Schultz
Honorable Francis B. Schultz, J.S.C.

Unopposed ()

Opposed ()

*Court notes letter of
Asst Corp Counsel Channelle Robinson
dated 3/26/15 not objecting
to amount of entry fees*

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

City Clerk File No. Res. 15.378

Agenda No. 10.X

Approved: _____

TITLE:

RESOLUTION IN SUPPORT OF THE CITY
ACTION TO FIGHT GLOBAL CLIMATE C

WITHDRAWN

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

WHEREAS, our climate is rapidly changing, leaving New Jersey families and businesses vulnerable to the impacts of more frequent and severe storms; and

WHEREAS, Jersey City ("City") is extremely vulnerable to sea-level rise and storm surges from increased and more intense storms due to a changing climate; and

WHEREAS, our community is deeply concerned about the adverse impacts of climate change, including rising sea-levels; and

WHEREAS, Hurricane Sandy alone was estimated to cost the State of New Jersey \$36.8 billion; and

WHEREAS, Hurricane Sandy alone resulted in over \$10 million in damages to City owned facilities [Source: JC Risk Management] and over \$38 million in lost wages to Jersey City residents [Source: Rutgers University, School of Public Affairs and Administration]; and

WHEREAS, the City is dedicated to taking serious steps to reduce carbon pollution within our borders and have already taken significant steps to reduce green house gas emissions including but not limited to:

- Creating a bike-share program
- Creating a job-training program around building retrofits and solar installation
- Applying to the NJ Board of Public Utilities ("BPU") "Direct Install" program to implement energy conservation measures ("ECMs") in City owned buildings
- Issuing a Request for Proposals to implement a demand response program
- Achieving Sustainable Jersey Certification
- Constructing LEED® Certified buildings; and

WHEREAS, the Governor and Legislature of New Jersey have a responsibility to address climate change in the Garden State by improving energy efficiency, addressing the cumulative impacts of concentrated industrialization, promoting adaption to climate change and sea-level rise, increasing our production of clean energy, and promoting renewable installations in brownfields and landfills; and

WHEREAS, the families and businesses in Jersey City are suffering from inaction in Trenton; and

WHEREAS, immediate action on climate change is essential to prevent the loss of property and life and ensure continued economic success;

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

1. Will commit to increasing the use of renewable energy with a goal of 80% by 2050; and
2. Will audit its greenhouse gas emissions and set a goal to reducing emissions (80% by 2050); and

TITLE:

RESOLUTION IN SUPPORT OF THE CITY OF JERSEY CITY TAKING ACTION TO FIGHT GLOBAL CLIMATE CHANGE

- 3. Will set a goal of purchasing at least 50% of its energy from renewable sources; and
- 4. Will work to incentivize the use of renewable energy purchases for City residents and businesses; and
- 5. Will work to incentivize the installation of solar technology by easing the permitting process; and
- 6. Will install renewable energy technology on City facilities where feasible
- 7. Will commit to broad energy efficiency goals that prioritize reducing building energy use by updating the municipal code to promote sustainable construction method, including but not limited to:
 - Amending Jersey City Green Ordinance 09-001 to require LEED® Silver certification for all building projects that receive City funding
 - Amending Jersey City Green Ordinance 09-002 to include additional efficiency standards including but not limited to PassiveHouse, ENERGY STAR® or Living Building Challenge – so as to incentivize the use of those standards through expedited permitting and to extend incentives to residential construction
 - Following the example of other cities such as New York City’s Local Law 84, to mandate the benchmarking of all large buildings in Jersey City utilizing ENERGY STAR Portfolio Manager; and
- 8. Will continue to address climate change, ensure continued economic security, improve public health and enhance public safety.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

COUNCILPERSON	AYE	N
GAJEWSKI		
RAMCHAL		
BOGGIANO		

✓ Indicates Vote

ROVED			
5.27.15			
PERSON	AYE	NAY	N.V.
AN			
PRES.			

N.V.-Not Voting (Abstain)

WITHDRAWN

Adopted at a meeting of the _____ of the City of Jersey City 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 IN SUPPORT OF THE CITY OF JERSEY CITY TAKING ACTION TO FIGHT GLOBAL CLIMATE CHANGE

Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Robert Field	Research Supervisor
Phone/email	(201) 547- 5200	RField@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 has felt the effects of climate change first hand in the forms of Hurricanes Irene and Sandy, severe snowstorms, and nor'easters.

These events caused power outages, flooding, and property damage for residents and businesses resulting in millions of dollars in losses and lost wages.

This resolution states some of the actions already taken to fight global climate change and proposes new, strong initiatives to further fight global climate change and to establish Jersey City as a leader in this battle.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

TITLE:

RESOLUTION URGING THE STATE GOVERNMENT TO ENACT LEGISLATION ALLOWING THE MOTOR VEHICLE COMMISSION TO ISSUE DRIVER'S LICENSES TO INDIVIDUALS WHO CANNOT PROVIDE PROOF OF LAWFUL PRESENCE IN THE UNITED STATES

WHEREAS, other states, including California, Colorado, Connecticut, Illinois, Maryland, Nevada, New Mexico, Vermont, Washington, and Utah, as well as Washington, D.C. and Puerto Rico do not prohibit access to driver's licenses based on immigration status, but New Jersey law currently prohibits undocumented residents from obtaining a driver's license; and

WHEREAS, State Senator Joseph Vitale and Assemblywoman Annette Quijano have introduced bills S2925 and A4425, respectively, to extend access to driver's licenses to undocumented New Jersey residents.

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 supports expanding access to driver's licenses to undocumented New Jersey residents; and
2. The Municipal Council of the City of Jersey City urges the New Jersey State Legislature to pass Assembly Bill 4425 and Senate Bill 2925, and urges the Governor to sign this legislation to extend access to driver's licenses to undocumented New Jersey residents; and
3. A copy of this resolution shall be forwarded by the Municipal Clerk to the offices of all members of the New Jersey Assembly, the New Jersey Senate; and Governor Christopher Christie.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
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.

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

City Clerk File No. Res. 15.379

Agenda No. 10.Y

Approved: MAY 27 2015

TITLE:



RESOLUTION URGING THE STATE GOVERNMENT TO ENACT LEGISLATION ALLOWING THE MOTOR VEHICLE COMMISSION TO ISSUE DRIVER'S LICENSES TO INDIVIDUALS WHO CANNOT PROVIDE PROOF OF LAWFUL PRESENCE IN THE UNITED STATES

WHEREAS, the safety of Jersey City's roads would be enhanced if all residents of appropriate driving age were tested, trained, licensed, and insured, regardless of immigration status; and

WHEREAS, the AAA Foundation for Traffic Safety has documented that car crashes rank among the leading causes of death in the United States and that approximately one in five fatal crashes in the United States involve an unlicensed or invalidly licensed driver; and

WHEREAS, New Jersey would become safer with fewer uninsured and unlicensed drivers on the road, resulting in a predicted decrease in fatal traffic accidents and fewer hit-and-run crimes; and

WHEREAS, the public safety of Jersey City residents would be enhanced by helping bring immigrant communities out of the shadows to participate more fully in civic life, building trust and cooperation between immigrant communities and law enforcement, and strengthening the ability of police to investigate and solve crimes; and

WHEREAS, New Jersey Policy Perspective (NJPP) estimates that if New Jersey law were changed to expand access to driver's licenses to undocumented residents, between 153,000 and 278,000 New Jersey residents would apply for a driver's license within the first three (3) years of eligibility; and

WHEREAS, expanding access to driver's licenses would enhance New Jersey's and Jersey City's economy as undocumented immigrants pay an estimated \$476 million in state and local taxes in New Jersey each year, and NJPP estimates that New Jersey insurance companies would take in over \$200 million in additional premiums per year, saving money for existing policyholders by expanding the pool of policyholders and reducing the number of claims against uninsured drivers; and

WHEREAS, Jersey City's local economy would be bolstered by strengthening the mobility of its workforce and enhancing economic participation in undocumented communities; and

City Clerk File No. Res. 15.379

Agenda No. 10.Y

TITLE: **MAY 27 2015**

RESOLUTION URGING THE STATE GOVERNMENT TO ENACT LEGISLATION ALLOWING THE MOTOR VEHICLE COMMISSION TO ISSUE DRIVER'S LICENSES TO INDIVIDUALS WHO CANNOT PROVIDE PROOF OF LAWFUL PRESENCE IN THE UNITED STATES

WHEREAS, other states, including California, Colorado, Connecticut, Illinois, Maryland, Nevada, New Mexico, Vermont, Washington, and Utah, as well as Washington, D.C. and Puerto Rico do not prohibit access to driver's licenses based on immigration status, but New Jersey law currently prohibits undocumented residents from obtaining a driver's license; and

WHEREAS, State Senator Joseph Vitale and Assemblywoman Annette Quijano have introduced bills S2925 and A4425, respectively, to to extend access to driver's licenses to undocumented New Jersey residents.

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 supports expanding access to driver's licenses to undocumented New Jersey residents; and
2. The Municipal Council of the City of Jersey City urges the New Jersey State Legislature to pass Assembly Bill 4425 and Senate Bill 2925, and urges the Governor to sign this legislation to extend access to driver's licenses to undocumented New Jersey residents; and
3. A copy of this resolution shall be forwarded by the Municipal Clerk to the offices of all members of the New Jersey Assembly, the New Jersey Senate; and Governor Christopher Christie.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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 URGING THE STATE GOVERNMENT TO ENACT LEGISLATION ALLOWING THE MOTOR VEHICLE COMMISSION TO ISSUE DRIVERS LICENSES TO INDIVIDUALS WHO CANNOT PROVIDE PROOF OF LAWFUL PRESENCE IN THE UNITED STATES

Initiator

Department/Division	Council Office	
Name/Title	Rolando Lavarro	Council President
Phone/email	(201) 547 5268	RLavarro@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 urges NJ State Lawmakers to enact legislation that would allow undocumented immigrants to obtain NJ drivers licenses. Specifically, this resolution calls on the legislature to pass bills S2925 and A4425. The resolution cites numerous statistics about the positive public safety and economic outcomes that have resulted in states that have enacted similar legislation.

I certify that all the facts presented herein are accurate.

Margaret DiVito

Signature of Department Director
on behalf of Rolando Lavarro

5/20/2015

Date

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

City Clerk File No. Res. 15.380

Agenda No. 10.Z

Approved: MAY 27 2015

TITLE:



Resolution Proclaiming Emergency Medical Service Week May 18th – May 22nd, 2015

WHEREAS, the City of Jersey City is proud to commend all **Emergency Medical Service** members during the **Flag Raising Ceremony** in honor of **Emergency Medical Services Week, May 18th through May 22nd** on **Wednesday, May 20, 2015**; and

WHEREAS, emergency medical services is a vital public service to not only our community here in Jersey City, but throughout the world as emergency medical service members are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, it is necessary to recognize the importance of access to such quality emergency care services as it dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

WHEREAS, members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills so that they may better serve their community; and

WHEREAS, during this year's **Emergency Medical Services Week**, the City of Jersey City appropriately recognizes the value and the accomplishments of all emergency medical services providers.

THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby proclaim the week of **May 18th - May 22nd, 2015** as

Emergency Medical Services Week

in Jersey City and encourage all residents to join me in honoring Jersey City's **Emergency Medical Services** members, and observe this week with the appropriate programs, ceremonies and activities.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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. 15.381

Agenda No. 10.Z.1

Approved: MAY 27 2015

TITLE:



Resolution Celebrating the Ten Year Anniversary of Senior Spirit Medical Day Care Center

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

WHEREAS, Senior Spirit Medical Day Care Center focuses on seniors citizens overall well-being. There bilingual staff is dedicated to improving their quality of life with expert medical care, social services and well balanced meals. Self-esteem, dignity and independence are nurtured by increasing physical, mental, social and verbal abilities. Opportunities for friendship are provided with group activities, music, movies and special occasion parties, as well as field trips and educational guest speakers; and

WHEREAS, members of the Senior Spirit Medical Day Care Center receive a variety of services, from door to door transportation, hot nutritious meals and snacks daily, medical/nursing, social service assistance, on-site beauty salon, barbershop and other activities; and

WHEREAS, Senior Spirit Medical Day Care Center transportation is provided to members free of charge. Their well trained drivers arrange to bring members from their homes to Senior Spirit and back. Senior Spirit has a number of buses accessible to the disabled; and

WHEREAS, a registered nurse is on hand at the center whenever there are members in attendance. Members can also bring prescriptions to Senior Spirit. The medical staff sends prescriptions to the pharmacy for members, so they can bring medications home that same day; and

WHEREAS, Senior Spirit Medical Day Care Center provides social services that puts them in touch with appropriate healthcare providers, social service agencies and other outside agencies or services that they may be entitled; and

WHEREAS, Senior Spirit Medical Day Care Center is the best known in Hudson County, it provides care, love, and compassion for clients.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby join in celebrating their ten year anniversary in service.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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. 15.382

Agenda No. 10.Z.2

Approved: MAY 27 2015



TITLE: **Resolution Commending WomenRising on their 110th Anniversary Celebration**

WHEREAS, the organization now known as **WomenRising** began its existence as the Jersey City Young Women's Christian Association in 1905, and amassed a membership of 550 individuals within its first year; and,

WHEREAS, upon its founding, **WomenRising** sought to empower local young women by providing them with skills training, safe housing, the opportunity to earn a self-sustaining living, and access to important social services; and,

WHEREAS, the mission and values of **WomenRising** quickly expanded to other realms of society in need of advocacy, including work done on behalf of immigrant families, those working in unsafe or unsanitary conditions, and those who were new to this country and needed education about local laws, civic responsibilities, and individual rights; and,

WHEREAS, throughout the entire 20th century, **WomenRising** has worked to empower women whenever the need arose, including help in breaking the cycle of domestic abuse in families, providing family counseling for families in crisis, and assistance for women trying to navigate the court system; and

WHEREAS, **WomenRising** continues to assist women in Jersey City and throughout Hudson County through services including microloans for low-income women, job training and placements through Hudson County Community College, a job training program to help women transition from welfare to full-time work, and services to provide housing and counseling for women who had suffered abuse and domestic violence; and

WHEREAS, because of the commendable nature of the work that it does, **WomenRising** has been able to continue to thrive and help women in Hudson County for the last one hundred and ten years; and

WHEREAS, **WomenRising** serves more than 10,000 women every year through its eleven assistance programs, and is a true asset to the well being of women throughout Hudson County, NJ.

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City, does hereby commend **WomenRising** as it celebrates its 110th anniversary on its annual Founders Day. May the organization continue to ensure that women and families in Hudson County have a safe place to go in their times of need.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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.

Roldando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.383
 Agenda No. 10.Z.3
 Approved: MAY 27 2015



TITLE:

Resolution Honoring His Holiness Brahmishi Shri Kumar Swami Ji on May 16, 2015

WHEREAS, Brahmishi Shri Kumar Swami Ji is a renowned and revered spiritual leader of India and the Founder of Bhagwan Shree Lakshami Narayan Dham, a charitable institute with an inspiring record of community service, which provides free health care services to the disadvantaged people through its hospitals and mobile health clinics and provides free medicines, and renders many other services for the welfare of the needy people in India;

WHEREAS, Brahmishi Shri Kumar Swami Ji, revered spiritual leader with followers in India, United States, Canada and around the world, whose record of community services has been acclaimed internationally;

WHEREAS, His Holiness Brahmishi Shri Kumar Swami Ji is being honored at a public reception on May 16, 2015, hosted by the AWB Food Bank, an Indian American charitable organization committed to hunger relief;

NOW, THEREFORE, BE IT RESOLVED that the City of Jersey City honors His Holiness Brahmishi Shri Kumar Swami Ji for his spiritual leadership, and are indebted to him for his service inspiration to his followers and to the international community at large.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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. 15.384

Agenda No. 10.Z.4

Approved: MAY 27 2015

TITLE: **RESOLUTION RECOGNIZING MAY 22, 2015
AS CITYLINE CHURCH APPRECIATION DAY**



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

WHEREAS, The Cityline Church is a non-denominational Christian congregation comprised of over 1200 members with diverse racial, cultural and ethnic backgrounds; and

WHEREAS, known for excellence in teaching, preaching, worship, children's church and hospitality. The Cityline Church provides leadership support to many pastors and lay leaders worldwide; and

WHEREAS, the teaching portion of the Cityline Church service is televised every week throughout 105 cities and towns in the State of New Jersey; and

WHEREAS, the Cityline Church is a bilingual ministry and a church for people of all racial ethnic and cultural backgrounds, with members from over 40 different nations; and

WHEREAS, hundreds of people gather each week at Cityline Church to worship and to experience God's power and love through solid Bible-based preaching and teaching and by building Godly relationships; and

WHEREAS, Cityline Church ministries and missions help children and communities throughout New Jersey, The United States and throughout the World; and

NOW, THEREFORE, BE IT RESOLVED, that the Jersey City Municipal Council proclaims May 22, 2015 as

CITYLINE CHURCH APPRECIATION DAY

And congratulates the Cityline Church Community and thanks them for their service and work in our community

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			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. 15.385

Agenda No. 10.Z.5

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SPINCUBE INC. FOR THE PURCHASE OF LENOVO COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's West will be moving into a new building and the City of Jersey City needs to replace old computers as they are out dated and obsolete. The new Lenovo computers are tailored to handle additional police units going into the new West District location; 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 \$36,000.00; and

WHEREAS, Spincube Inc., 3571 John F. Kennedy Boulevard, Jersey City, New Jersey 07307 is an authorized dealer and distributor of Lenovo, Inc. and is in possession of WSCA/State Contract No. A70263, B27168, submitted a proposal in the amount of \$87,460.24 for Lenovo Computers; and

WHEREAS, funds are available for this contract in **Public Safety/Police Capital Fund**;

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	117048	A70263	\$87,460.24

WHEREAS, the City Assistant Purchasing Agent has certified that she 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 Spincube Inc. for Lenovo Computers for the Department of Public Safety (Police, West District).
2. The total amount is \$87,460.24.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SPINCUBE INC. FOR THE PURCHASE OF LENOVO COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	117048	A70263	\$87,460.24

Approved by Peter M. Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

May 12, 2015
Date

/pv
5/12/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMEN	✓		
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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
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 SPINCUBE INC. FOR THE PURCHASE OF LENOVO COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

Project Manager

Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Acting Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

Contract Purpose

Purchase of computer hardware for the New West District Facility

Cost (Identify all sources and amounts)

\$87,460.24
Account # 04-215-55-960-990

Contract term (include all proposed renewals)

One time purchase

Type of award

If "Other Exception", enter type

Additional Information

State Contract 70263

I certify that all the facts presented herein are accurate.

Jerome Cole
Signature of Department Director

5/15/15
Date




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: Philip Zacche, Chief of Police
Darren Rivers, Chief of Fire

From: James R. Shea 
Director

Date: April 28, 2015

Re: Acting Director, Public Safety Communications

Effective on Tuesday, April 28, 2015, at 1600 hours, Robert Baker Sr. will be assigned as the Acting Director of Public Safety Communications.

Please make the necessary notifications.

c: Jerome A. Cala, Assistant Director
Robert Baker, Sr., Acting Director Communications
Greg Kierce, OEM Coordinator
Mary Paretti, Director, Parking Enforcement



New Jersey Division of Revenue

Revenue

NJBGS

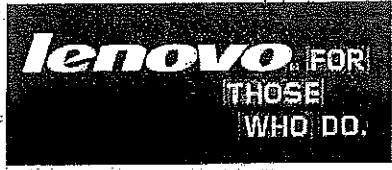
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1847646 FOR SPINCUBE INC. IS VALID.

Req# 0170003



SpinCUBE Inc.
 3571 Kennedy Blvd
 Jersey City, NJ 07307
 USA
 Voice: 201-741-8811
 Fax: 201-221-7617



Business Partner ID number 1213970455
 Authorized Reseller
 Lenovo New Jersey WSCA/NASPO
 Contract 70263 B27168

QUOTATION

Quote Number: **WEST PC**
 Quote Date: Apr 21, 2015
 Page: 1

Drop Shipment

Quoted To:
JERSEY CITY COMMUNICATIONS CENTER 75 BISHOP ST Jersey City, NJ 07302 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	5/21/15	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
23.00	ctoM93zwest	Custom to order M93z touch 15	1,387.88	31,921.24
51.00	ctotinyinonejowes	Custom to order Tiny-in-one unit with M73 tiny	1,089.00	55,539.00
			Subtotal	87,460.24
			Sales Tax	
			TOTAL	87,460.24





State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

**AMENDMENT #17
M-0483
SOLICITATION #08-R-39975**

Date: March 31, 2015

To: State Procurement Officials and Cooperative Purchasing Participants

From: Vicente Azarcon, Procurement Bureau

Subject: WSCA PC Contract M0483

Vendor	State Contract #
Apple Inc.	70259
Dell Marketing L.P.	70256
EMC Corporation	75580
Fujitsu America Inc.	75579
Hewlett Packard Company	70262
Howard Industries Inc.	70264
IBM Corporation	70265
Kyocera Document Solutions	74850
Lenovo United States Inc.	70263
Lexmark International Inc.	74922
Netapp Inc.	75585
Oracle America Inc.	70258
Panasonic Corporation of North America	75583
Toshiba America Information	75582
Xerox Corporation	74851

Contract Period: October 17, 2007 to August 31, 2014

1st Extended Period: October 9, 2014 to December 31, 2014

2nd Extended Period: January 5, 2015 to March 31, 2015

3rd Extended Period: April 1, 2015 to September 30, 2015

Please be advised that the above referenced contract has been extended. The contract expiration date is September 30, 2015.

The above referenced vendor has agreed to extend as per terms of the State's participating addendum. All other terms, conditions, and prices remain the same.



WSCA-NASPO-Contract Administration
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
<http://www.mmd.admin.state.mn.us>

**WSCA-NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27168
AMENDMENT NUMBER 6**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Lenovo (United States), Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through March 31, 2015, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

- 1. Contract is extended through September 30, 2015.

This Amendment is effective beginning on April 1, 2015, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until September 30, 2015, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. LENOVO (UNITED STATES), INC.
The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: Sales Director, Inside Sales
Date: 3/4/15

By: _____
Title: _____
Date: _____

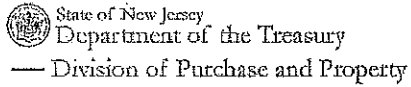
**2. LEAD STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**
In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]
Title: Acquisition Management Specialist
Date: 3/10/15

**3. LEAD STATE OF MINNESOTA
COMMISSIONER OF ADMINISTRATION**
Or delegated representative

By: _____
Date: MAR 10 2015
By Lucas J. Jannett

Governor Chris Christie • Lt. Governor Kim Guadagno



Search All of NJ [dropdown] [input] [button]
NJ Home | Services A to Z | Departments/Agencies | FAQs

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

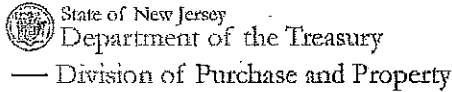
Table with 4 columns: T-Number, Title, Vendor, Contract #. Row 1: M0483 08-r-39975, WSCA COMPUTER CONTRACT, LENOVO UNITED STATES INC, 70263



Contact Us | Privacy Notice | Legal Statement | Accessibility Statement

Purchase & Property: Home | News | Directions | Frequently Asked Questions | Contact DPP
Treasury: Home | Services | People | Businesses | Departments/Agencies | Forms | Contact Us
Statewide: NJ Home | Services A to Z | Departments/Agencies | FAQs
Copyright © State of New Jersey, 1996-2007
This site is maintained by the Division of Revenue and Enterprise Services.

Handwritten numbers: 1, 5, 9, 10, 29-31



**Notice of Award
Term Contract(s)**

**M-0483
WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [Notice of Award \(NOA\) Text](#) Adobe PDF (56 kb)
- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (25 kb)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance](#) Adobe PDF (41 kb)
- [Amendment #2 - Contract Change](#) Adobe PDF (41 kb)
- [Amendment #3 - Agency Information Change](#) Adobe PDF (9 kb)
- [Amendment #4 - Vendor Information Change](#) Adobe PDF (18 kb)
- [Amendment #5 - Line Item Addition](#) Adobe PDF (18 kb)
- [Amendment #6 - Contract Cancellation](#) Adobe PDF (kb)
- [Amendment #7 - Additional Distributors](#) Adobe PDF*

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/17/07 TO: 09/30/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	LENOVO UNITED STATES INC 1009 THINK PLACE MORRISVILLE, NC 27560-9002
Contact Person:	MELISSA AUTREY
Contact Phone:	919-294-0609
Order Fax:	919-257-4988
Contract#:	70263
Expiration Date:	09/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	LEXMARK INTERNATIONAL INC 740 W NEW CIRCLE ROAD LEXINGTON, KY 40550
Contact Person:	MARY BETH CARTER
Contact Phone:	859-232-2116
Order Fax:	000-000-0000
Contract#:	74922
Expiration Date:	09/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NETAPP INC 1921 GALLOWS RD/STE 600 VIENNA, VA 22182-3995
Contact Person:	DENISE OROSCO
Contact Phone:	530-644-1467
Order Fax:	000-000-0000
Contract#:	75585
Expiration Date:	09/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

Dealer/Distributor Name & Address:	POMEROY IT SOLUTIONS SALES CO INC 1620 PETESBURG RD HEBRON KY 41048
Contact Person:	ADAM CROCKETT
Contact Phone:	800-380-0029-X115
Dealer/Distributor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904
Dealer/Distributor Name & Address:	TECHXTEND 1157 SHREWSBURY AVE SHREWSBURY NJ 07702-4321
Contact Person:	
Contact Phone:	000-000-0000
Contract#: 70263	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	JOHN MAZELLA
Contact Phone:	866-776-7415
Dealer/Distributor Name & Address:	COMPUTER SYS & METHODS 15 MAPLE ST SOMERVILLE NJ 08876-2106
Contact Person:	KASH MAHNA
Contact Phone:	908-725-1373
Dealer/Distributor Name & Address:	CREATIVE ASSOCIATES 44 PARK AVE MADISON NJ 07940
Contact Person:	MITCHELL D FEATHER
Contact Phone:	973-377-4440
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 642 NEWTOWN YARDLEY RD NEWTOWN PA 18940
Contact Person:	GEORGE PASHARDIS
Contact Phone:	609-528-8912
Dealer/Distributor Name & Address:	ESSEX TECHNOLOGY GROUP INC 201 WEST PASSAIC ST ROCHELLE NJ 07662
Contact Person:	CHARLIE MCCARTHY
Contact Phone:	201-291-5024
Dealer/Distributor Name & Address:	GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824
Contact Person:	JEFF LEVIN
Contact Phone:	800-800-0019
Dealer/Distributor Name & Address:	MAINLINE INFORMATION SYSTEMS INC 1700 SUMMIT LAKE DRIVE TALLAHASSEE FL 32317-7942
Contact Person:	ROB BUTLER
Contact Phone:	850-219-5183
Dealer/Distributor Name & Address:	MICRO STRATEGIES INC 104 BROADWAY DENVER NJ 07843-1139
Contact Person:	ANTHONY BONGIOVANNI
Contact Phone:	973-625-7721

Dealer/Distributor Name & Address:	PALISADES SALES CORP OF NORTHERN NEW JERSEY 184 CENTRAL AVE OLD TAPPEN NJ 07675
Contact Person:	DOUGLAS NEUMETZGER
Contact Phone:	201-930-0076
Dealer/Distributor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904
Dealer/Distributor Name & Address:	SPINCUBE INC 3571 KENNEDY BLVD JERSEY CITY NJ 07307
Contact Person:	ALBERTO SCALIA
Contact Phone:	201-741-8811
Dealer/Distributor Name & Address:	TECHXTEND 1157 SHREWSBURY AVE SHREWSBURY NJ 07702-4321
Contact Person:	
Contact Phone:	000-000-0000
Dealer/Distributor Name & Address:	VCOM INTL MULTI MEDIA CORP DBA VALIANT IMC 55 RUTA COURT PO BOX 3171 S HACKENSACK NJ 07606
Contact Person:	D RON WOLSTEN
Contact Phone:	800-825-4268
Dealer/Distributor Name & Address:	Y&S TECHNOLOGIES 383 KINGSTON AVE STE 357 BROOKLYN NY 11213
Contact Person:	MORDY FINCH
Contact Phone:	718-473-0284
Dealer/Distributor Name & Address:	ZONES INC 1102 15TH ST SW AUDURN WA 98001
Contact Person:	JOHN VITTO
Contact Phone:	888-403-0995-X306
Contract#: 70264	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	BITS N BYTES AMERICA INC 227 HWY 33 BLDG 2 MANALAPAN NJ 07726
Contact Person:	R RAMACHANDRAN
Contact Phone:	732-786-8644
Dealer/Distributor Name & Address:	BUSINESS AUTOMATION TECH DBA DATA NETWORK SOLUTIONS 106 APPLE STREET SUITE 103 TINTON FALLS NJ 07724-2669
Contact Person:	FRANK MOSCHETTI
Contact Phone:	800-649-6741
Dealer/Distributor Name & Address:	DECISIVE BUSINESS SYSTEMS INC 6991 N PARK DR/#200 PENNSAUKEN NJ 08109-4212
Contact Person:	JANIS JOHNSON
Contact Phone:	856-910-0900
Dealer/Distributor Name & Address:	LINK HIGH TECHNOLOGIES INC 51 GIBALTAR DRIVE

	PERIPHERALS FOR...] ITEM DESCRIPTION: SCANNERS DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND...] ITEM DESCRIPTION: MULTI-FUNCTION MACHINES DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: INSTALLATION SERVICES FOR COMPUTERS, PERIPHERALS AND RELATED EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
Vendor: LENOVO UNITED STATES INC		Contract Number: 70263			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS AND DESKTOP BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS AND BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 204-76-072693 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PRINTERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00004	COMM CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PERIPHERALS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: DESKTOP COMPUTER SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE SOLUTIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH CABLES, MEMORY ETC.)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS (INK JET TONER, NO LASER TONER CARTRIDGES)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SCANNERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND...] ITEM DESCRIPTION: MULTI-FUNCTION MACHINES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 208-65-072706 [COMPUTER SOFTWARE FOR	1.000	EACH	NET	N/A

	MICROCOMPUTERS,...]				
	ITEM DESCRIPTION: POINT-OF-SALE HARDWARE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MINI AND...] ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SERVICES AND TRAINING	1.000	EACH	NET	N/A
Vendor: LEXMARK INTERNATIONAL INC		Contract Number: 74922			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR PRINTERS, SCANNERS AND MULTI- FUNCTION DEVICES DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PRINTERS AND SCANNERS DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND...] ITEM DESCRIPTION: MULTI-FUNCTION MACHINES DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: INSTALLATION SERVICES FOR PRINTERS, SCANNERS AND RELATED EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

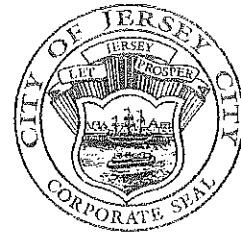
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.386

Agenda No. 10.Z.6

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

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

WHEREAS, the Police Department's Mobile Data Terminal System and wireless handheld devices operate on a seven day, twenty-four hour basis; and

WHEREAS, this equipment utilizes proprietary hardware and software within 350 handheld devices include but not limited to MDTs, Symbols, Xplore tablets, Data 911; and

WHEREAS, IP Mobile Net has authorized G.T.B.M. Inc. as the New Jersey service provider for the Department's proprietary software associated with the mobile data terminal system; and

WHEREAS, G.T.B.M. Inc , located at 351 Paterson Avenue, East Rutherford, NJ 07073, possess the skill and expertise to perform the necessary services; and

WHEREAS, the City of Jersey City (City) has received a proposal from G.T.B.M. in the total amount of Five Hundred Sixty Five Thousand (\$565,000.00) Dollars a year for a one year period beginning January 1, 2015 thru Dec 31, 2015; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, funds in the amount of One Hundred Forty One Thousand Two Hundred Fifty dollars (\$141,250.00) are available in the Temporary 2015 budget Account No. 15-01-201-25-271-310; source of funds is from operating account; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the City's Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M 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 G.T.B.M from making any reportable contributions during the term of the contract; and

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

WHEREAS, G.T.B.M. has submitted its certification of compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

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

City Clerk File No. Res. 15.386 pg. 2 **MAY 27 2015**



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

TITLE: _____

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

1. A one year contract beginning January 1, 2015 thru December 31, 2015 is awarded to G.T.B.M. in the amount of Five Hundred Sixty Five Thousand (\$565,000.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
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 2015 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 year permanent budget;
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. 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, Anna Mauer Anna Mauer Chief Financial Officer, hereby certify that sufficient funds are available for payment of the above resolution in Account No. **15-01-201-25-271-310**

ACCT# 01-201-25-271-310

P.O.# 115985

AMT. \$565,000.00

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.27.15							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

Project Manager

Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njcps.ocg

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

Contract Purpose

Provides repair and replacement of radio related equipment for all Police and Fire vehicles as the City no longer has a radio repair shop. Supports the 30 police vehicles and 6 fixed locations utilizing ALPR (Automated License Plate Reader) technology. Supports the Wireless network dedicated to the ALPR system. Under this contract GTBM manages all billing associated with cell phones and tablets utilized by the Department of Public Safety.

Cost (Identify all sources and amounts)

01-201-25-271-310
2015 OE \$565,000.00

Contract term (include all proposed renewals)

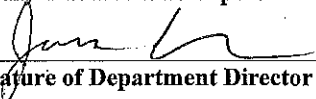
Jan 1, 2015 thru December 31, 2015

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

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with Mobile Data maintenance and support.
3. The term of the contract is one year effective as of January 1, 2015.
4. The amount of the contract is \$565,000.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

5/11/15


James Shea, Director of Public Safety



**MOBILE VOICE DEVICES
AGREEMENT BETWEEN**

JERSEY CITY DEPARTMENT OF PUBLIC SAFETY

and

GOLD TYPE BUSINESS MACHINES

THIS Public Safety Communications Mobile Voice Devices SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2015 by and between the Jersey City Department of Public Safety ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's mobile cellular voice devices.

1. SERVICES AND PROCESS

- a) GTBM will provide Customer with managed services and coordination for mobile cellular voice devices.
- b) Customer shall notify GTBM's onsite personnel directly or contact GTBM headquarters for service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. After-hours support can be received by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

- a) Customer agrees to pay an annual fee of \$220,000 (two hundred and twenty thousand dollars) for the services paid on a quarterly basis, in advance, for the period beginning Jan 1, 2015 and ending Dec 31th, 2015.



3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE INFO-COP™ SYSTEM, AN IMPAIRED VEHICLE, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

5. MISCELLANEOUS

- a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute



the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

6. ACCEPTANCE OF AGREEMENT

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM
By: _____
Name: _____
Title: _____

Jersey City Department of Public Safety
By: _____
Name _____
Title _____



**MOBILE DATA SYSTEMS
(MDC, ALPR, RADIO AND VEHICLE SUPPORT)
AGREEMENT BETWEEN**

JERSEY CITY DEPARTMENT OF PUBLIC SAFETY

and

GOLD TYPE BUSINESS MACHINES

THIS MOBILE DATA SYSTEMS (MDS) SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2015 by and between the Jersey City Department of Public Safety ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's MDS and associated hardware, software and communications. This contract will not cover any mobile cellular voice devices.

1. SERVICES AND PROCESS

- a) GTBM will provide Customer with managed services including maintenance and repair service for Mobile Data Computers (MDC), Automatic License Plate Readers (ALPRs) and Radios as well as management of wireless communication services for MDCs, and excludes any other voice communications devices for Customer; including the underlying vehicle infrastructure to support communications with the Info-Cop™, the CAD system and ALPR systems on a 24/7/365 basis.
- b) GTBM will provide all labor to meet Customer's needs for vehicle equipment swaps and new vehicle installations associated with Mobile Data Computers. GTBM will provide any required parts that have a cost of \$100 or less at no cost to the Customer.
- c) GTBM will provide all labor to maintain the ALPR BOSS server and to



support 30 ALPR vehicles and 6 fixed ALPR units associated with the server including management of the wireless communications infrastructure.

d) GTBM will provide maintenance and labor support for existing vehicle radios. Annual preventative maintenance will be performed on all fixed vehicle radios and repair, programming and/or re-programming of these radios is also included. Labor for up to 30 new vehicle radio installations per year is included at no charge and a reduced flat rate of \$250.00 will be charged for all additional fixed radio vehicle installations. All radio parts under \$50.00 that are required for preventive maintenance will be supplied by GTBM at no cost to the Customer. Customer will provide all radio parts and accessories for new vehicle radio installations at no cost to GTBM.

e) Customer shall notify GTBM's onsite personnel directly or contact GTBM headquarters for service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. After-hours support can be received by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

a) Customer agrees to pay an annual fee of \$345,000 (three hundred and forty-five thousand dollars) for the services paid on a quarterly basis, in advance, for the period beginning Jan 1, 2015 and ending Dec 31th, 2015. Customer further agrees to pay for all parts required for vehicle repair or maintenance or radios repair or maintenance which are in excess of amounts covered under this Agreement. These amounts shall be billed separately to Customer on a quarterly basis.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR



CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE INFO-COP™ SYSTEM, AN IMPAIRED VEHICLE, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

5. MISCELLANEOUS

- a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not



assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

6. ACCEPTANCE OF AGREEMENT

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM
By: _____
Name: _____
Title: _____

Jersey City Department of Public Safety
By: _____
Name _____
Title _____

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): Wesley Crowe / CFO

Representative's Signature: [Signature]

Name of Company: Gold Type Business Machines Inc

Tel. No.: 901-935-5050 Date: 1/6/15

Certification 24180

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**.

GOLD TYPE BUSINESS MACHINE INC.
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073



Andrew P. Sidamon-Eristoff
State Treasurer

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at his 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: Vincent Crowen CFO
Representative's Signature: [Signature]
Name of Company: Gold Type Business Machines Inc.
Tel. No.: 801-935-5090 Date: 1/2/15

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Gold Type Business Machines Inc
Address: 351 Anderson Ave, East Rutherford N.J. 07073
Telephone No.: 201-925-5090
Contact Name: V. J. Cloward

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES, INC.
Trade Name:
Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073-1365
Certificate Number: 0067515
Effective Date: February 22, 1977
Date of Issuance: January 06, 2015

For Office Use Only:

20150106122321148

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

Gold Type Business Machines Inc

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled 1/6/15 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 City of Jersey City 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:

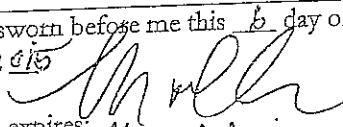
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
<i>Rich Piccoli</i>	<i>71 Rutge Rd, Rutherford NJ 07070</i>
<i>Pat Collins</i>	<i>780 Apple Ridge Rd, Franklyn Lakes NJ 07417</i>

Part 3 - Signature and Attestation:

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

Name of Business Entity: *Gold Type Business Machines Inc*
 Signed: *Vincent Crown* Title: *CFO*
 Print Name: *Vincent Crown* Date: *1/6/15*

Subscribed and sworn before me this *6* day of *Jan*, 20*15*

 My Commission expires: *March 2015*
 An Attorney-at-Law of the State

Vincent Crown
 (Affiant)
Vincent Crown CFO
 (Print name & title of affiant) (Corporate Seal)

of New Jersey Authorized to Administer this Oath pursuant to NJSA 41:2-1

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>
City of Jersey City

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# 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: | Gold Type Business Machines Inc |        |       |
| Address:     | 351 Paterson Ave                |        |       |
| City:        | East Rutherford                 | State: | NJ    |
|              |                                 | Zip:   | 07073 |

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.

      Vincent Cooper      CFO  
Signature                                  Printed Name                                  Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount<br>\$ |
|------------------|----------------|------|---------------------|
| None             |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |
|                  |                |      |                     |

Check here if the information is continued on subsequent page(s)

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines 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:

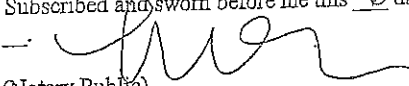
- |                                                   |                                                        |                                                        |
|---------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Partnership              | <input checked="" type="checkbox"/> Corporation        | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |                                                        |                                                        |

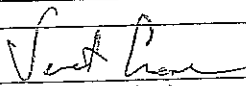
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

|                                                                                              |                                                                                                        |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Name: <u>Rich Picelli</u><br>Home Address: <u>71 Ridge Rd</u><br><u>Rutherford, NJ 07070</u> | Name: <u>Pat Collins</u><br>Home Address: <u>780 Apple Ridge Rd</u><br><u>Franklin Lakes, NJ 07417</u> |
| Name:<br>Home Address:                                                                       | Name:<br>Home Address:                                                                                 |
| Name:<br>Home Address:                                                                       | Name:<br>Home Address:                                                                                 |

Subscribed and sworn before me this 6 day of Jan, 2015

  
 (Notary Public)

  
 (Affiant)

Vincent Cronin CFO  
 (Print name & title of affiant)

My Commission expires: Monica K Lewis  
 (Corporate Seal)

*An attorney-at-law of the State of New Jersey authorized to administer this oath*

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Vincent Craven, / CFS

Representative's Signature: Vincent Craven

Name of Company: Gold Type Business Machines Inc.

Tel. No.: 321 935-0770 Date: 11/2/15



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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1/2/15 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

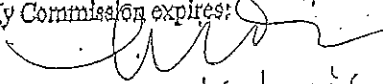
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Title: CFO

Print Name: Vincent Rowen Date: 1/2/15

Subscribed and sworn before me  
this 7 day of Jan, 2015.  
My Commission expires:



Vincent Rowen  
(Affiant) CFO  
(Print name & title of affiant) (Corporate Seal)

Monica K. Lewis  
An Attorney-At-Law of the State of New Jersey  
authorized to administer this oath pursuant to  
N.J.S.A. 41:2-1

\*\*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.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Type Business Machines Inc

SIGNATURE: [Signature] DATE: 1/17/05

PRINT NAME: Vincent Revell TITLE: CFO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Certification 24180

# 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 and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2012 to 15-JAN-2019.

GOLD TYPE BUSINESS MACHINE INC.  
351 PATERSON AVENUE  
KASIM RUTHERFORD NJ 07073

  
  
Andrew P. Sioamora  
State Treasurer

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name         | Address                                        | % owned |
|--------------|------------------------------------------------|---------|
| Rich Picelli | 71 Ridge Rd<br>Rutherford, NJ 07070            | 81      |
| Pat Collins  | 780 Apple Ridge Rd<br>Franklyn Lakes, NJ 07417 | 19      |
|              |                                                |         |
|              |                                                |         |
|              |                                                |         |

SIGNATURE: \_\_\_\_\_

*Pat Collins*  
Pat Collins

TITLE: \_\_\_\_\_

CEO

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

*7th January*

OF 20 *05*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

*Monica*  
Monica K Lewis

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20

*An Attorney At Law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1.*

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

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

City Clerk File No. Res. 15.387

Agenda No. 10.Z.7

Approved: MAY 27 2015

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NEWARK ASPHALT FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 14.326 approved on May 14, 2014, awarded a one-year contract in the amount of \$151,775.00 to **Newark Asphalt** for asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

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

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **May 15, 2015 and ending on May 14, 2016**; and

**WHEREAS**, the total cost of the contract renewal is **\$151,775.00**; and

**WHEREAS**, funds in the amount of \$20,000.00 are available in the Division of Buildings and Street Maintenance **Operating Account No. 15-01-201-26-291-211**.

**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 **Newark Asphalt** for asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of May 15, 2015, and the total cost of the contract shall not exceed **\$ 151,775.00**;
- 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)

City Clerk File No. Res. 15.387  
Agenda No. 10.Z.7 MAY 27 2015

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NEWARK ASPHALT FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 15-01-201-26-291-211 for payment of the above resolution.

Requisition # 0170209

Purchase Order # 117156

Temp. Encumbrancy \$ 20,000.00

May 14, 2015

APPROVED: Mark Redfield  
*Mark Redfield, Director*  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel  
Certification Required   
Not Required   
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES. | ✓   |     |      |

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

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

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION 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 NEWARK ASPHALT FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

**Project Manager**

|                     |              |                      |
|---------------------|--------------|----------------------|
| Department/Division | DPW          | Buildings and Street |
| Name/Title          | John McGrath | Director             |
| Phone/email         | 201-547-4432 | mcgrathj@icnj.org    |

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

- ✦ The purpose of this resolution is to renew a contract for asphalt materials
- ✦ Asphalt materials are needed to fill numerous potholes citywide
- ✦ This is an open end contract with minimum and maximum quantities specified
- ✦ For Fine Aggregate Bituminous Concrete ( FABC ) and cold patch materials
- ✦ FABC material is at \$65.00 per ton
- ✦ Cold Patch is at \$135.00 per ton
- ✦ Total contract amount is \$151,775.00

**Cost (Identify all sources and amounts)**

Operating Account: 01-201-26-291-211  
 Total Contract Amount = \$151,775.00  
 Temp. Encumbrancy = \$20,000.00

**Contract term (include all proposed renewals)**

Exercising first of two options to renew for an additional one year period effective as of May 15, 2015 through May 14, 2016.

**Type of award**

Contract Renewal

**If "Other Exception", enter type**

**Additional Information**

- ✦ Original resolution # 14.326, approved on May 14, 2014
- ✦ There were two bids received: Newark Asphalt for \$151,775.00 and Tilcoln for \$245,427.05

I certify that all the facts presented herein are accurate.

  
 Signature of Department Director

05-14-15  
 Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**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



MARK REDFIELD  
DIRECTOR

**MEMORANDUM**

**Date:** May 14, 2015

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

**From:** Silendra Baijnauth, Fiscal Officer

**Subject :** 2015 Budget Memo (Contract for Asphalt Materials)

There exists a need for asphalt materials citywide. The bid specifications provided the City with the option to renew the contract for two additional one-year periods. The City will exercise the first option to renew the contract for an additional one year period effective May15, 2015. The key point is that the City is making a contract award based on the lowest unit cost on an item. It is not a lump sum contract award.

The bid specification was an open end contract. It indicated a minimum and maximum number of hot and cold patches. During the contract term, the City is only obligated to order the minimum quantity. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$151,775.00.

**NEWARK ASPHALT**

| <u>ITEMS</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> | <u>PRICE PER TON</u> | <u>TOTAL</u>        |
|--------------|----------------|----------------|----------------------|---------------------|
| Hot Patch    | 0 tons         | 2200 tons      | \$65.00              | \$143,000.00        |
| Cold Patch   | 0 tons         | 65 tons        | \$135.00             | \$8,775.00          |
|              |                |                |                      | <b>\$151,775.00</b> |

**TILCOLN NEW YORK**

| <u>ITEMS</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> | <u>PRICE PER TON</u> | <u>TOTAL</u>        |
|--------------|----------------|----------------|----------------------|---------------------|
| Hot Patch    | 0 tons         | 2200 tons      | \$69.35              | \$152,570.00        |
| Cold Patch   | 0 tons         | 65 tons        | \$1,428.57           | \$92,857.05         |
|              |                |                |                      | <b>\$245,427.05</b> |

**CONTRACT FUNDING (2015)**

- ❖ Expenditure is drawn down from Buildings and Street Maintenance operating account, 01-201-26-291-211.
- ❖ Contract is utilizing object # 211.



- ❖ Line object 211 is budgeted for \$357,000.00 in CY 2015 (various contracts):
- ❖ As of today (05/14/15), \$119,738.77 is encumbered and expended in object 211.
- ❖ Temporary budget amount for 211 is \$134,500.00, ending balance is \$14,761.23.
- ❖ DPW spent about \$100,000.00 in 2014 for asphalt materials citywide.

The resolution is encumbering \$20,000.00 for now. As the year progresses and if the City needs more than \$20,000.00 worth of asphalt materials, additional funds are then encumbered through a change order under the authority of the contract award resolution.

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.

Certification 7700

**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-APR-2012 to 15-APR-2019

NEWARK ASPHALT CORP.  
FOOT OF PASSAIC STREET  
NEWARK

NJ 07104



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

Andrew P. Sidamon-Eristoff  
State Treasurer

**BID PROPOSAL/DOCUMENTS**

**DPW/ DIVISION OF BUILDINGS & STREET MAINTENANCE**

**TOTAL BID PRICE**

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item are as stated below. Vendor will bid on the maximum number quantity.

Item No. 1: 0 Minimum - Maximum 2200 Tons of F.A. B. C. material (Fine Aggregate Concrete 3/8").

2200 Tons @ \$ 65.00 Per Ton for a total Cost of \$ 143,000.00  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

Sixty five dollars 00/100 Per Ton One hundred forty three thousand dollars 00/100  
(Write Unit Price) (Write Total Cost - Item 1)

Item No. 2: 0 Minimum - Maximum 65 Tons of Bituminous Concrete (Cold Patch) to be picked up and delivered when needed. Twenty four (24) hours delivery notice.

65 Tons @ \$ 135.00 Per Ton for a total Cost of \$ 8,775.00  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

One hundred thirty five per Ton Eight thousand seven hundred seventy five  
dollars 00/100 (Write Unit Price) dollars 00/100 (Write Total Cost - Item 2)

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 terms until the maximum quantity is reached.

**BID PROPOSAL / DOCUMENTS**

**GRAND TOTAL PRICE - ITEMS 1 THROUGH 2**

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 2. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

**INCLUSIVE**

One hundred fifty one thousand seven hundred seventy five dollars 00/100

(In Writing)

\$ 151,775.00

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 2. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

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 Purchases of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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

City Clerk File No. Res. 14.326

Agenda No. 10.2.8

Approved: MAY 14 2014



**TITLE:**

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT WITH NEWARK ASPHALT CORPORATION FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

**COUNCIL**

offered and moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on April 8, 2014 for the Furnishing and Delivering Asphalt Materials for the Department of Public Works/Division of Building and Street Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract with the following minimum and maximum quantities specified:

|            |                                                     | <u>Minimum</u> | <u>Maximum</u> |
|------------|-----------------------------------------------------|----------------|----------------|
| Item No. 1 | F.A.B.C Materials<br>(Fine Aggregate Concrete 3/8") | 0              | 2200 Tons      |
| Item No 2  | Bituminous Concrete<br>(Cold Patch)                 | 0              | 65 Tons        |

**WHEREAS**, Newark Asphalt submitted the lowest bid on Item No. 1 with a unit cost of \$65.00 per Ton and Item No. 2 with a unit cost of \$135.00 per Ton; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Newark Asphalt Corporation to be fair and reasonable; and

**WHEREAS**, the sum of Ten Thousand (\$10,000.00) Dollars is available in Building & Street Operating Account No. 01-201-26-291-211; 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 Newark Asphalt Corporation for the Furnishing and Delivering Asphalt Materials for the Department of Public Works/Division of Building and Street Maintenance;
2. This contract is awarded as a one-year (1) open-end contract on Item No. 1 with a unit cost of \$65.00 per Ton and Item No. 2 with a unit cost of \$135.00 per Ton;
3. The City reserves the right to extend the contract for up to (2) two additional (1) one year term pursuant to specifications and bids thereon;
4. The minimum quantity of Item No. 1 F.A.B.C Materials ordered under the contract shall be 0 Tons and the maximum quantity shall be 2200 Tons;
5. The minimum quantity of Items No. 2 Bituminous Concrete ordered under the contract shall be 0 Tons and the maximum quantity shall be 65 Tons;
6. 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)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NEWARK ASPHALT CORPORATION FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

- 7. 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
- 8. 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 (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 Building & Street Maintenance |        |               |              |
| Acct #                                                               | P.O #  | Temp. Encumb. | Amount       |
| 01-201-26-291-211                                                    | 113417 |               | \$10,000.00  |
| TOTAL CONTRACT                                                       |        |               | \$151,775.00 |

Approved by Peter Folgado, PPS  
for Peter Folgado, Director of Purchasing, QPA

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 5.14.14                                 |     |     |      |               |     |     |      |                |     |     |      |
| 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.

Edoardo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# NEWARK ASPHALT CORP.

FOOT OF PASSAIC STREET  
NEWARK, NEW JERSEY 07104

973-482-3503  
FAX: 973-268-3639

May 13, 2015

Mr. Silendra Baijnauth  
Fiscal Officer  
City of Jersey City/Dept. of Public Works  
13-15 Linden Avenue East, 2<sup>nd</sup> Floor, Room A230  
Jersey City, New Jersey 07305

Reference: Contract 113417 Extension

Dear Mr. Baijnauth,

This letter serves as Newark Asphalt's acceptance of the above referenced one (1) year contract extension. Newark Asphalt Corp. will abide by all contractual terms and conditions.

Enclosed, please find all required forms to commence the contract extension.

If you have any other documents that need to be addressed please do not hesitate to contact me via cell, 973-417-1392

Thank you,



Joseph Biggica  
General Manager

**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 Newark Asphalt Corp. (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** May 14, 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Newark Asphalt Corp. (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: Newark Asphalt Corp.

Signed: \_\_\_\_\_ Title: General Manager

Print Name: Joseph Biggica Date: May 13, 2015

Subscribed and sworn before me  
this 13 day of May, 2015.

My Commission expires: October 23, 2017

Joseph Biggica  
(Affiant)  
Joseph Biggica, General Manager  
(Print name & title of affiant) (Corporate Seal)

Jessica Barkaszi

JESSICA BARKASZI  
Commission # 2420411  
Notary Public, State of New Jersey  
My Commission Expires  
October 23, 2017

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



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

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

**Part I -- Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> 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 |
|------------------------------|--------------|
| SEE                          | ATTACHED     |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 -- Signature and Attestation:**

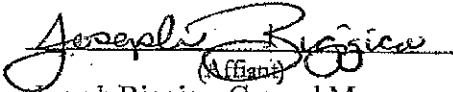
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Newark Asphalt Corp.  
 Signed: Joseph Biggica Title: General Manager  
 Print Name: Joseph Biggica Date: May 13, 2015

Subscribed and sworn before me this 13 day of May, 2015

My Commission expires: October 23, 2017

Jessica Barkaszi

  
 (Affiant)  
Joseph Biggica, General Manager  
 (Print name & title of affiant) (Corporate Seal)

**JESSICA BARKASZI**  
 Commission # 2423411  
 Notary Public, State of New Jersey  
 My Commission Expires  
 October 23, 2017

**Newark Asphalt Corp.**  
 Foot of Passaic Street  
 Newark, N.J. 07104 - 3908  
 Operator Assisted 973-482-3503  
 Fax - Main Office 973-268-3639

Newark Asphalt Corp. was incorporated on October 30, 1965 under the Laws of the State of New Jersey. The Company's Identification Numbers are: Federal 22-1809918 and State 206139. Chapter 33 of the 1977 Public Laws of the State of New Jersey require disclosure of the following lists of corporate officers. 100% of the Stock of Newark Asphalt Corp. is owned by the stockholders listed below.

**OFFICERS**

**Joseph M. Napp - President and Registered Agent**

5 Knollwood Drive  
 West Orange, N.J. 07052  
 152-36-2342

**Frank M. Grecco, Jr. - Vice-President**

3 Allenby Road  
 Scotch Plains, N.J. 07076  
 149-50-8051

**Daniel Corvelli - Secretary - Treasurer**

14 Wolfe Run Court  
 Long Valley, N.J. 07053  
 157-60-6668

| <b>STOCKHOLDERS</b>                                                        | <b>VOTING<br/>SHARES</b> | <b>NON-VOTING<br/>SHARES</b> | <b>PERCENTAGE OF<br/>OUTSTANDING</b> |
|----------------------------------------------------------------------------|--------------------------|------------------------------|--------------------------------------|
| <b>Trust f/b/o Roberta Grecco</b><br>781 Norgate<br>Westfield, N.J. 07090  | 114                      | 26                           | 8.5%                                 |
| <b>Frank M. Grecco, Jr.</b><br>3 Allenby Road<br>Scotch Plains, N.J. 07076 | 36.5                     | 37.75                        | 4.5%                                 |
| <b>Robert Grecco</b><br>103 Hillcrest Road<br>Flemington, N.J. 08822       | 36.5                     | 37.75                        | 4.5%                                 |
| <b>Allison Grecco Sorace</b><br>38 Helen Street<br>Fanwood, N.J. 07023     | 0                        | 98.5                         | 6.0%                                 |
| <b>Irene N. Corvelli</b><br>27 Randolph Place<br>West Orange, N.J. 07052   | 0                        | 625                          | 38.1%                                |
| <b>Joseph M. Napp</b><br>5 Knollwood Drive<br>West Orange, N.J. 07052      | 626                      | 1                            | 38.3%                                |
| <b>Total Shares Outstanding</b>                                            | <b>813</b>               | <b>826</b>                   | <b>100%</b>                          |

# 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: | Newark Asphalt Corp.   |             |            |
| Address:     | Foot of Passaic Street |             |            |
| City:        | Newark                 | State: N.J. | Zip: 07104 |

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 | Joseph Biggica<br>Printed Name | General Manager<br>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           |      | None          |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

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

The contractor and the \_\_\_\_\_ of Newark Asphalt (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performances 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 Biggica  
Representative's Signature: Joseph Biggica  
Name of Company: Newark Asphalt Corp.  
Tel. No.: 973-482-3503 Date: May 13, 2015

**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 : Newark Asphalt Corp.  
Address : Foot of Passaic Street Newark, New Jersey 07104  
Telephone No. : 973-482-3503  
Contact Name : Joseph Biggica

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

**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: Newark Asphalt Corp.  
Address: Foot of Passaic Street Newark, New Jersey 07104  
Telephone No. : 973-482-3503  
Contact Name: Joseph Biggica

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

08/28/12

Taxpayer Identification#

Dear Business Representative:

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

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

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

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

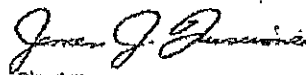
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9282.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE                                                 |                                                                                                                                    | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N J 08646-0252 |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br>NEWARK ASPHALT CORP.                                                                   | TRADE NAME:                                                                                                                        |                                                                                         |
| ADDRESS:<br>FOOT OF PASSAIC ST<br>NEWARK NJ 07102                                                        | SEQUENCE NUMBER:<br>0083826                                                                                                        |                                                                                         |
| EFFECTIVE DATE:<br>10/11/65                                                                              | ISSUANCE DATE:<br>08/28/12                                                                                                         |                                                                                         |
| FORM-BRC                                                                                                 | <br>Director<br>New Jersey Division of Revenue |                                                                                         |
| This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |                                                                                                                                    |                                                                                         |



**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4402 | F: 201 547 4803



**STEVEN M. FULOP**  
MAYOR OF JERSEY CITY

**MICHAEL E. RAZZOLI**  
DIRECTOR

**MEMORANDUM**

**Date:** April 21, 2014

**To:** Peter Folgado, Purchasing Director

**From:** Michael Razzoli, DPW Director

**Subject:** Recommendation Letter (Asphalt Materials)

Please be advised, after a careful and thorough review of bids received for (Asphalt Materials) on April 08, 2014, I recommend that the contract be awarded to:

**NEWARK ASPHALT CORP  
FOOT OF PASSAIC STREET  
NEWARK, NJ 07104**

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the May 14<sup>th</sup> Council meeting.

**Total Contract Amount = \$151,775.00**

| REQ #   | ACCOUNT NUMBER                                   | TEMP.AMOUNT |
|---------|--------------------------------------------------|-------------|
| 0165467 | 01-201-26-291-211( Buildings & Street Operating) | \$10,000.00 |

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

  
Michael Razzoli

- C:**
- Raquel Tosado, Contracts Manager
  - James Madden, DPW Deputy Director
  - John McGrath, Director, Buildings and Street
  - Bhavini Doshi, Confidential Aide, DPW Director's Office
  - Zakia Gregory, DPW Fiscal Office
  - Paola Campbell, Purchasing Division
  - Yesenia Rivera, DPW Director's Office



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

City Clerk File No. Res. 15.388

Agenda No. 10.Z.8

Approved: MAY 27 2015

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY, INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 14.347 approved on May 14, 2014, awarded a one-year contract in the amount of \$145,300.00 to **NELSON WESTERBERG OF NEW JERSEY, INC.** for moving services for the City of Jersey City (City), Department of Administration / Administrative Services; 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 having the same contract price, terms and conditions as the base year contract; 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 May 15, 2015 and ending on May 14, 2016; and

**WHEREAS**, the total cost of the contract renewal is \$145,300.00; and

**WHEREAS**, funds in the amount of \$20,000.00 are available in the Administrative Services Operating Account No. 15-01-201-31-433-314.

**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 **NELSON WESTERBERG OF NEW JERSEY, INC.** for moving services for the City of Jersey City (City), Department of Administration / Administrative Services;
- 2) The renewal contract is for a one-year period effective as of May 15, 2015, and the total cost of the contract shall not exceed \$ 145,300.00;
- 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)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY, INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Administrative Services **Operating Account No. 15-01-201-31-433-314** for payment of the above resolution.

Requisition # 0170026  
 Purchase Order # 117155  
 Temp. Encumbrancy \$ 20,000.00

May 7, 2015

APPROVED: [Signature]  
Robert Kakoleski, Business Administrator  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required   
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES. | ✓   |     |      |

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

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

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION 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 NELSON WESTERBERG OF NEW JERSEY FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

**Project Manager**

|                     |                |                         |
|---------------------|----------------|-------------------------|
| Department/Division | Administration | ADMINISTRATIVE SERVICES |
| Name/Title          | Steve Miller   | CONFIDENTIAL ASSISTANT  |
| Phone/email         | 201-547-4904   | stevem@icnj.org         |
|                     |                |                         |

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

- ✦ The purpose of this resolution is to approve the renewal of a contract with Nelson Westerberg of New Jersey, Inc.
- ✦ There exists a need to continue to provide moving services for various locations city-wide. The City has the option to renew the existing contract for two additional one-year periods.
- ✦ The renewal amount is \$ 145,300.00.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Unclassified Operating Account # :15-01-201-31-433-314  
 Total Contract Amount = \$ 145,300.00  
 Temporary Amount = \$ 20,000.00

May 15, 2015 – May 14, 2016  
 Exercising the first of two options to renew.

Type of award

If "Other Exception", enter type

**Additional Information**

The current contract first year for moving services is due to expire on May 14, 2015.  
 The original contract amount \$ 145,300.00 approved May 14, 2014 Resolution # 14.347

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Nelson Westerberg of New Jersey  
180 Meister Avenue  
Somerville, New Jersey 08876-3465  
908/725-3800 800/247-3800  
Fax 908/725-3943

Chicago, New York, Dallas, Atlanta

 **Nelson Westerberg**  
*100th Anniversary*  
*1904-2004*

April 27, 2015

Mr. Steve Miller  
City of Jersey City  
13-15 Linden Avenue  
Jersey City, NJ 07302

Dear Mr. Miller:

Re: Moving Service One Year Contract Extension

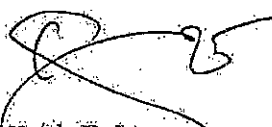
This letter confirms that Nelson Westerberg will extend the current terms and conditions of the existing contract for one year.

If you have any questions please let me know.

Thank you.

Sincerely,

NELSON WESTERBERG OF NEW JERSEY

  
Keith DeLorenzo  
Director, Commercial Sales  
KDL/eme

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

City Clerk File No. Res. 14.347

Agenda No. 10.7.29

Approved: MAY 14 2014



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NELSON-WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

## COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) advertised for the receipt of bids on May 13, 2014 for Providing Moving Services for the Department of Administration; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with an option for 2 additional 1 year terms with the following minimum and maximum labor hours, fuel surcharge and moving essentials as specified:

|                                 | Min. Quantity<br>of Item | Max. Quantity<br>of Item | Unit Cost<br>per Hour |
|---------------------------------|--------------------------|--------------------------|-----------------------|
| Item No. 1 Van                  | 0                        | 20                       | \$22.00               |
| Item No. 2 Driver               | 0                        | 20                       | \$22.00               |
| Item No. 3 Mover                | 0                        | 100                      | \$22.00               |
| Item No. 4 Helper               | 0                        | 100                      | \$22.00               |
| Item No. 5 Supervisor           | 0                        | 20                       | \$22.00               |
| Item No. 6 Travel Time          | 0                        | 100                      | \$22.00               |
| Item No. 8 Fuel Surcharge       | 0                        | 5                        | No charge             |
| Item No. 9 Tote Cartons         | 0                        | 5000                     | \$2.00                |
| Item No. 10 Book Cartons        | 0                        | 2500                     | \$2.00                |
| Item No. 11 Delivery of Cartons | 0                        | 1000                     | \$0.10                |
| Item No. 12 Bins                | 0                        | 200                      | No Charge             |
| Item No. 13 Carts               | 0                        | 200                      | No Charge             |
| Item No. 14 Tags                | 0                        | 200                      | No Charge             |
| Item No. 15 Bubble Wrap         | 0                        | 200                      | No Charge             |
| Item No. 16 Tape                | 0                        | 400                      | No Charge             |

WHEREAS, Nelson Westerberg of New Jersey Inc submitted the lowest bid based on the unit costs set forth in this resolution; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Nelson Westerberg of New Jersey Inc. to be fair and reasonable; and

WHEREAS, the sum of Thirty Thousand (\$30,000.00) Dollars is available in Unclassified Account No. 01-201-31-433-314; and

WHEREAS, the balance of the contract funds will be made available as and when Moving Services are ordered by the City.

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 Nelson Westerberg of New Jersey Inc for providing Moving Services for the Department of Administration;
2. The City reserved the right to make the contract award on a total amount for all Four (4) sections combined (Moving Services, Storage Space, Records Managements Space and Electronic Document Scanning) or make partial contract awards based on the lowest amount for each section. This City is only awarding a contract for moving services;

(continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NELSON-WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

- 3. This contract is awarded as a one year open-end contract based on the unit costs set forth above which are incorporated herein by reference;
- 4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 5. 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
- 6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, \_\_\_\_\_ (Donna Maur), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account shown below

| Department of Administration | Acct #            | P.O #  | Temp. Encumb. | Amount      |
|------------------------------|-------------------|--------|---------------|-------------|
|                              | 01-201-31-433-314 | 113579 |               | \$30,000.00 |

Approved by \_\_\_\_\_ 5/14/14  
Peter Folgado, Director of Purchasing, QPA

APPROVED: \_\_\_\_\_  
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 5.14.14 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RANCHAL                                         | ✓   |     |      | 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

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Keith DeLorenzo

Representative's Signature: 

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800 Date: 2/26/2015



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

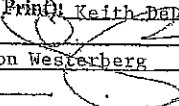
The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Keith DeDorengo

Representative's Signature: 

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800

Date: 2/26/2015

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: Nelson Westerberg

Address: 180 Meister Avenue, Somerville, NJ 08876

Telephone No.: 908-725-3800

Contact Name: Keith DeLorenzo

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

**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 Nelson Westerberg (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 Nelson Westerberg (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: Nelson Westerberg

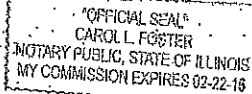
Signed: [Signature] Title: Director of Commercial Sales

Print Name: Keith DeLorenzo Date: 2/26/2015

Subscribed and sworn before me  
this 26 day of Feb., 2015.

My Commission expires:

Carol L. Foster  
(Affiant)  
Carol L. Foster, Exec. Asst.  
(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 Khenraj "Cbico" 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                              |
|------------------------------|-------------------------------------------|
| John Westerberg              | 1201 Arthur Avenue, Elk Grove Village, IL |
| Steve Westerberg             | 1201 Arthur Avenue, Elk Grove Village, IL |
| Robert Westerberg            | 1201 Arthur Avenue, Elk Grove Village, IL |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |

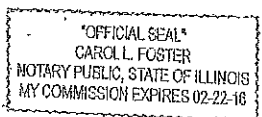
**Part 3 - Signature and Attestation:**

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: Nelson, Westerberg

Signed: [Signature] Title: Director of Commercial Sales  
 Print Name: Keith DeLorenzo Date: 2/26/2015

Subscribed and sworn before me this 16<sup>th</sup> day of Feb., 2015  
Carol L. Foster  
 (Affiant)  
 My Commission expires: 02/22/16  
Carol L. Foster, Exec. Asst.  
 (Print name & title of affiant) (Corporate Seal)



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

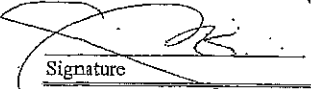
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | Nelson Westerberg  |        |       |
| Address:     | 180 Meister Avenue |        |       |
| City:        | Somerville         | State: | NJ    |
|              |                    | Zip:   | 08876 |

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: Keith DeLorenzo Title: Director of Commercial Sales

## 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 |
|------------------|----------------|------|---------------|
|                  |                |      | \$ 0          |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEWESCO, INC.  
Trade Name: NELSON WESTERBERG OF NEW JERSEY  
Address: 180 MEISTER AVENUE  
SOMERVILLE, NJ 08876-3465  
Certificate Number: 0842184  
Effective Date: April 28, 1995  
Date of Issuance: June 18, 2009

For Office Use Only:  
20090618142256181

Certification 40799

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

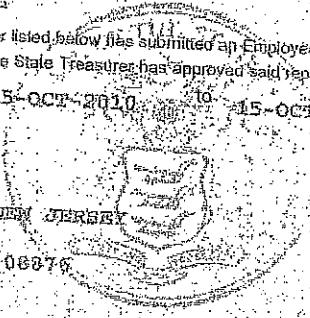
RENEWAL

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

15-OCT-2010 to 15-OCT-2017

NELSON WEISBERG OF NEW JERSEY  
180 REISTER AVE  
SOMERVILLE NJ 08876

NJ 08876



A handwritten signature in black ink.

Andrew P. Slaton-Estoff  
State Treasurer

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

City Clerk File No. Res. 15.389

Agenda No. 10.Z.9

Approved: MAY 27 2015

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RICH PICIERNO BUILDERS, LLC FOR THE PURCHASE OF SUREPLAY ATHLETIC SYSTEM, BASKETBALL POSTS, BACKBOARDS AND RIMS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

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

**WHEREAS**, the Division of Park Maintenance needs to replace athletic systems at the Pavonia and Pershing Field Parks. The basketball posts, backboards and rims are needed at the Pavonia Park; 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 \$36,000.00; and

**WHEREAS**, Rich Picerno-Giordano Construction LLC, 200 Market Street, Kenilworth, New Jersey 07033 is in possession of State Contract No. A81418, submitted a proposal in the amount of \$55,687.50 for the SurePlay Athletic Systems and Basketball Posts, Backboards and Rims; and

**WHEREAS**, funds are available for this contract in Capital Account;

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-936-990 | 117147 | A81418         | \$55,687.50    |

**WHEREAS**, the City Assistant Purchasing Agent has certified that she 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 Rich Picerno-Giordano Construction LLC for the SurePlay Athletic Systems and Basketball Posts, Backboards and Rims.
2. The total contract amount is \$55,687.50.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RICH PICERNO BUILDERS, LLC FOR THE PURCHASE OF SUREPLAY ATHLETIC SYSTEM, BASKETBALL POSTS, BACKBOARDS AND RIMS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

|                   |               |                       |                       |
|-------------------|---------------|-----------------------|-----------------------|
| <b>Account</b>    | <b>P.O. #</b> | <b>State Contract</b> | <b>Total Contract</b> |
| 04-215-55-936-990 | 117147        | A81418                | \$55,687.50           |

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

May 12, 2015  
 Date

/pv  
 5/12/15

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 \_\_\_\_\_  
 Business Administrator Corporation Counsel  
 Certification Required   
 Not Required  APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | 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.  
 Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
 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 RICH PICERNO BUILDERS, LLC FOR THE PURCHASE OF SUREPLAY ATHLETIC SYSTEM, BASKETBALL POSTS, BACKBOARDS AND RIMS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**

**Project Manager**

|                     |                |                  |
|---------------------|----------------|------------------|
| Department/Division | DPW            | Park Maintenance |
| Name/Title          | Cleveland Snow | Director         |
| Phone/email         | 201-547-4495   | csnow@icnj.org   |

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

**Contract Purpose**

- ✦ To replace blacktop at the Pavonia and Pershing Field Parks
- ✦ The basketball posts, backboards and rims are needed at the Pavonia Park
- ✦ For Pavonia Park, 9274 square foot is needed
- ✦ For Pershing Field, 10,441 square foot is needed
- ✦ Each square footage costs \$2.50
- ✦ Rich Picerno-Giordano Construction LLC, 200 Market Street, Kenilworth, New Jersey 07033 is in possession of State Contract No. A81418 submitted a proposal in the amount of \$55,687.50 for the Sure Play Athletic Systems and Basketball Posts, Backboards and Rims.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

04-215-55-936-990 (Capital Account)  
Contract Amount = \$55,687.50

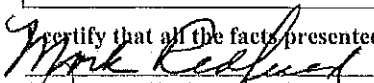
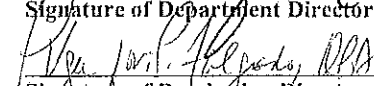
This is a one - time purchase / repair.

Type of award

If "Other Exception", enter type

**Additional Information**

➤ State Contract # A81418

I certify that all the facts presented herein are accurate.  
  
Signature of Department Director 5/14/15  
Date  
  
Signature of Purchasing Director 5.14.15  
Date



200 Market Street  
 Kenilworth, NJ 07033  
 Phone (908) 241-4331  
 Fax (908) 241-7854  
 www.picernogiordano.com

May 12, 2015

**OWNER INFORMATION**

Company Jersey City Park & Maintenance  
 Name Cleveland Snow  
 Address 13-15 Linden Avenue East  
 City, State ZIP Jersey City, NJ 07305  
 Phone 201-547-4449  
 Email csnow@jcnj.org

**JOBSITE INFORMATION**

Project # 003217  
 Project Name Pavonia Park  
 Address 1020 Westside Ave  
 City, State ZIP Jersey City NJ 07305  
 Project Name Pershing Field  
 Address 201 Central Ave  
 City, State ZIP Jersey City NJ 07305

**SCOPE OF WORK**

| Item No.              | Description                                                           | Qty.  | Unit       | Extension          |
|-----------------------|-----------------------------------------------------------------------|-------|------------|--------------------|
| SurePlay              | SurePlay Athletic System                                              | 9274  | \$2.50     | \$23,185.00        |
| SurePlay              | SurePlay Athletic System                                              | 10441 | \$2.50     | \$26,102.50        |
| Equipment             | Furnish two sets of First Team Basketball posts, backboards and rims. | 2     | \$3,200.00 | \$6,400.00         |
| <b>Project Total:</b> |                                                                       |       |            | <b>\$55,687.50</b> |

**TERMS**

Quotes are based on specifications provided.  
 Based on measurements provided, additional square footage/measured quantity, will be paid based on the units listed above.  
 Based on prevailing wages.  
 Unless otherwise noted, proposal does not include taxes, permits, state or local approvals, utility markouts, performance bond, engineering seals, testing.  
 Does not include police/traffic control  
 This proposal is valid for sixty (60) days

**COMPANY PROPOSAL**

We, Picerno Giordano Construction, LLC, propose the above scope of work, for the amount of \$55,687.50

Digitally signed by Nina Vera  
 DN: cn=Nina Vera, o=Picerno-Giordano Construction,  
 ou,email=nina@picernogiordano.com, c=US  
 Date: 2015.05.12 15:07:21 -04'00'

Submitted by (PG Construction Representative)

May 12, 2015  
 Date

**CLIENT ACCEPTANCE**

By signing you accept the above scope of work, for the amount of \$55,687.50

Client Representative

Date



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PICERNO-GIORDANO CONSTRUCTION, LLC  
**Trade Name:**  
**Address:** 200 MARKET STREET  
KENILWORTH, NJ 07033-2032  
**Certificate Number:** 0115923  
**Effective Date:**  
**Date of Issuance:** May 12, 2015

**For Office Use Only:**  
20150512102514269



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
P. O. Box 230  
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*  
JIGNASA DESAI-MCCLEARY  
*Director*

## AMENDMENT #05 T-0103

### SOLICITATION #12-X-22409

**TO:** All State Agencies & Cooperative Purchasing Participants

**DATE:** September 5, 2012

**FROM:** Anna Marie Miller, General Services Unit

**SUBJECT:** Method of Operation – Directions for Use of Contract (Installation Clarification)

**CONTRACT PERIOD:** 05/15/12 – 05/14/15

Please be advised that the Method of Operation has been revised as follows:

Item III. **Directions for Use of Contract**, bullet five (5) now reads – Installation is not covered under this contract, agencies must procure otherwise; i.e., Delegated Purchasing Authority. Cooperative Purchasing Members must follow guidelines set forth by its purchasing department.

All other terms, conditions and pricing remains the same.

Please attach this Amendment to your current Notice of Award.

T-0103  
SOLICITATION 12-X-22409  
Park and Playground Equipment, Parts and Installation

Method of Operation

Revised October 10, 2012

**I. Purpose & Intent**

- This is a Multiple Award contract which provides State Agencies and Cooperative Purchasing participants a means to purchase park and playground equipment and parts.
- An Excel pricing spreadsheet is uploaded to the NOA page that details all items provided on the contract.
  - o The price sheets provide; the names of each contractor, categories and items provided in each category, brands, the percentage (%) discount off the manufacturer's catalog and volume discounts offered by a contractor.
- This contract does not provide for installation of any item listed on the contract's Price List.
  - o All State Agencies are advised to follow DPA procedures for installation.
  - o Each Cooperative Purchasing participant shall be governed by its individual policy requirements for installation.

**II. Award Method**

- The contract is awarded to thirty-one (31) contractors by items listed in eight (8) categories as follows:
  - o Category 1 – Athletic Standards
  - o Category 2 – Furnishings
  - o Category 3 – Structures
  - o Category 4 – Beaches
  - o Category 5 – Surfacing
  - o Category 6 – Playground Equipment (ages 6-23 months)
  - o Category 7 – Playground Equipment (ages 2-5 years)
  - o Category 8 – Playground Equipment (ages 6-12 years)

**III. Directions for Use of Contract**

- The user will carry out a brand selection process prior to issuance of a Purchase Order.
- The user will contact the contractor whose contract terms and conditions are most advantageous, price and other factors considered based on their needs. Using its project

requirements, current catalog/price list provided by the contractor, contract discount and applicable volume discount (as indicated on the Excel pricing spreadsheets).

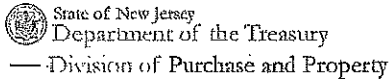
- The contract user may send its request for a determination of the final purchase price by sending its project requirements to all contractors in a given category.
- The contract user must select a brand and place its order for park and playground equipment, parts and installation in the given category with the contractor offering the lowest price that best meets its program requirements utilizing the Excel price sheets provided on the NOA page.
- The contract user must document all phases of its brand selection process for each purchase under this contract.
- Percentage discounts do not include shipping charges. Actual freight charges will be added at time of invoicing. Freight charges for heavy weight items will be paid by using agencies and may vary according to weight.

**Note:** State Agencies are required under New Jersey Statute No. N.J.S.A. 30:4-95 to purchase any items manufactured and sold by DEPTCOR before utilizing any item on this contract. For information on DEPTCOR'S products the following links may be utilized:

- o <http://www.state.nj.us/deptcor/ModularConstruction.html> (provides DEPTCOR's product listing)
- o [http://www.state.nj.us/treasury/purchase/noa/contracts/tsu01\\_97-x-24030.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/tsu01_97-x-24030.shtml)
- o ("At A Glance" provides line items to be used when purchasing through DEPTCOR)

**State Contract Manager:**

The State Contract Manager shall be each using agencies Fiscal Officer.



**Notice of Award  
Term Contract(s)**

**T-0103  
PARK AND PLAYGROUND EQUIPMENT, PARTS  
AND INSTALLATION (REBID OF 12-X-22316)**

|                              |
|------------------------------|
| Vendor Information           |
| By Vendor                    |
| By Item                      |
| RFP Documents                |
| Email to VIKTORIYA USACHENOK |

**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 \(8 kb\)](#)
- [Method of Operation Adobe PDF \(36 kb\)](#)
- [Price List Excel Document \(74 kb\)](#)
- [Amendment #1 - Price List Update\(s\) Adobe PDF \(3 kb\)](#)
- [Amendment #2 - Price List Update\(s\) Adobe PDF \(3 kb\)](#)
- [Amendment #3 - Price List Update\(s\) Adobe PDF \(4 kb\)](#)
- [Amendment #4 - Price List Update\(s\) Adobe PDF \(4 kb\)](#)
- [Amendment #5 - Change in Scope Adobe PDF \(13 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \(1 kb\)](#)
- [Amendment #7 - Price List Update\(s\) Adobe PDF \(1 kb\)](#)

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**

|                                    |                                |
|------------------------------------|--------------------------------|
| <b>Index #:</b>                    | T-0103                         |
| <b>Contract #:</b>                 | VARIOUS                        |
| <b>Contract Period:</b>            | FROM: 05/15/12 TO: 05/14/16    |
| <b>Applicable To:</b>              | ALL STATE AGENCIES             |
| <b>Cooperative Purchasing:</b>     | POLITICAL SUBDIVISIONS*        |
| <b>Vendor Name &amp; Address:</b>  | SEE VENDOR INFORMATION SECTION |
| <b>For Procurement Bureau Use:</b> |                                |
| <b>Solicitation #:</b>             | 22409                          |
| <b>Bid Open Date:</b>              | 01/27/12                       |
| <b>CID #:</b>                      | 1040031                        |



|                                                                                     |                                                                                              |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>Small Business Enterprise:</b>                                                   | NO                                                                                           |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                                           |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                                           |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                                          |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                              |
|                                                                                     |                                                                                              |
| <b>Vendor Name &amp; Address:</b>                                                   | LANDSCAPE FORMS INC<br>431 LAW NDALE AVE<br>KALAMAZO , MI 49048                              |
| <b>Contact Person:</b>                                                              | ADLEN WHEELER                                                                                |
| <b>Contact Phone:</b>                                                               | 269-337-1337                                                                                 |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                                 |
| <b>Contract#:</b>                                                                   | 81429                                                                                        |
| <b>Expiration Date:</b>                                                             | 05/14/16                                                                                     |
| <b>Terms:</b>                                                                       | NONE                                                                                         |
| <b>Delivery:</b>                                                                    | 60 DAYS ARO                                                                                  |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                                           |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                                           |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                                           |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                                          |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                              |
|                                                                                     |                                                                                              |
| <b>Vendor Name &amp; Address:</b>                                                   | LIBERTY PARKS & PLAYGROUNDS<br>INC<br>78 SUNRISE DR<br>CLAYTON , DE 19938                    |
| <b>Contact Person:</b>                                                              | CHARLES C WALKER                                                                             |
| <b>Contact Phone:</b>                                                               | 877-376-7823                                                                                 |
| <b>Order Fax:</b>                                                                   | 302-659-5084                                                                                 |
| <b>Contract#:</b>                                                                   | 81432                                                                                        |
| <b>Expiration Date:</b>                                                             | 05/14/16                                                                                     |
| <b>Terms:</b>                                                                       | NONE                                                                                         |
| <b>Delivery:</b>                                                                    | 40 DAYS ARO                                                                                  |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                                           |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                                           |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                                           |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                                          |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                              |
|                                                                                     |                                                                                              |
| <b>Vendor Name &amp; Address:</b>                                                   | MARTURANO RECREATION CO<br>BROOK 35 PARK<br>2130 RT 35 BLDG B/STE 222<br>SEA GIRT , NJ 08750 |
| <b>Contact Person:</b>                                                              | JAMES MARTURANO                                                                              |
| <b>Contact Phone:</b>                                                               | 732-458-1111                                                                                 |
| <b>Order Fax:</b>                                                                   | 732-974-0226                                                                                 |
| <b>Contract#:</b>                                                                   | 81411                                                                                        |
| <b>Expiration Date:</b>                                                             | 05/14/16                                                                                     |
| <b>Terms:</b>                                                                       | NONE                                                                                         |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                                  |
| <b>Small Business Enterprise:</b>                                                   | YES                                                                                          |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                                           |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                                           |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                                          |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                              |
|                                                                                     |                                                                                              |
| <b>Vendor Name &amp; Address:</b>                                                   | PICERNO GIORDANO CONSTRUCTION<br>LLC<br>200 MARKET STREET<br>KENILWORTH , NJ 07033           |
| <b>Contact Person:</b>                                                              | TONI GIORDANO                                                                                |

|                                                                                     |                                                                                  |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Contact Phone:</b>                                                               | 908-241-8544                                                                     |
| <b>Order Fax:</b>                                                                   | 908-241-7854                                                                     |
| <b>Contract#:</b>                                                                   | 81418                                                                            |
| <b>Expiration Date:</b>                                                             | 05/14/16                                                                         |
| <b>Terms:</b>                                                                       | 2.50% 30 NET 10                                                                  |
| <b>Delivery:</b>                                                                    | 60 DAYS ARO                                                                      |
| <b>Small Business Enterprise:</b>                                                   | YES                                                                              |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                               |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                               |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                              |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                  |
| <b>Vendor Name &amp; Address:</b>                                                   |                                                                                  |
|                                                                                     | RECREATION RESOURCE USA LLC<br>204 S W HOLLOW STREET<br>KENNETT SQUARE, PA 19348 |
| <b>Contact Person:</b>                                                              | KEVIN UMBRETT                                                                    |
| <b>Contact Phone:</b>                                                               | 610-444-4402                                                                     |
| <b>Order Fax:</b>                                                                   | 610-444-3359                                                                     |
| <b>Contract#:</b>                                                                   | 81423                                                                            |
| <b>Expiration Date:</b>                                                             | 05/14/16                                                                         |
| <b>Terms:</b>                                                                       | NONE                                                                             |
| <b>Delivery:</b>                                                                    | 8 WEEKS ARO                                                                      |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                               |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                               |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                               |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                              |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                  |
| <b>Vendor Name &amp; Address:</b>                                                   |                                                                                  |
|                                                                                     | RUBBERCYCLE LLC<br>1985 RUTGERS UNIV BLVD<br>LAKEWOOD, NJ 08701                  |
| <b>Contact Person:</b>                                                              | SANDY GARTNER                                                                    |
| <b>Contact Phone:</b>                                                               | 732-363-0600                                                                     |
| <b>Order Fax:</b>                                                                   | 732-370-4247                                                                     |
| <b>Contract#:</b>                                                                   | 81417                                                                            |
| <b>Expiration Date:</b>                                                             | 05/14/16                                                                         |
| <b>Terms:</b>                                                                       | NONE                                                                             |
| <b>Delivery:</b>                                                                    | 4 WEEKS ARO                                                                      |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                               |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                               |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                               |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                              |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                  |
| <b>Vendor Name &amp; Address:</b>                                                   |                                                                                  |
|                                                                                     | SAFE T SITE LLC<br>123 BRISCOE DR<br>TOMS RIVER, NJ 08753                        |
| <b>Contact Person:</b>                                                              | ANDREW J GROSS                                                                   |
| <b>Contact Phone:</b>                                                               | 732-288-0727                                                                     |
| <b>Order Fax:</b>                                                                   | 732-288-0727                                                                     |
| <b>Contract#:</b>                                                                   | 81416                                                                            |
| <b>Expiration Date:</b>                                                             | 05/14/16                                                                         |
| <b>Terms:</b>                                                                       | NONE                                                                             |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                      |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                               |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                               |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                               |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                              |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                  |



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
P. O. Box 230  
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF  
State Treasurer  
JIGNASA DESAI-MCCLEARY  
Director

## AMENDMENT #11 T-0103

### SOLICITATION 12-X-22409 Various Contracts

**TO:** State Agencies and Cooperative Purchasing Partners  
**DATE:** April 22, 2015  
**FROM:** Viktoriya Usachenok, Procurement Specialist  
**SUBJECT:** Contract Extension

**CONTRACT PERIOD:** May 15, 2012 to May 14, 2015  
**1<sup>st</sup> Extension:** May 15, 2015 to May 14, 2016

Please be advised that the following State Contracts have been extended for a period of one (1) year, commencing on May 15, 2015 and terminating on May 14, 2016:

ACM Playground Inc - #81406  
American Ramp Company - #81428  
Anthony F. Ramondo & Son Inc - #81421  
BCI Burke Company - #81430  
Ben Shaffer & Associates Inc - #81415  
BSN Sports - #81413  
Charles J. Becker & Brother Inc - #81419  
Commercial Interiors Direct Inc - #81414  
Commercial Recreation - #81431  
Fibar Group LLC - #81410  
General Recreation Inc - #81422  
George Ely Associates Inc - #81424  
★ Picerno Giordano Construction LLC - #81418  
James D. Boyce Associates Inc - #81420  
Jamestown Advanced Products Corp - #81407  
Kaplan Early Learning Company - #81433  
Keystone Ridge Designs Inc - #81425  
Kompan Inc - #81434  
Landscape Forms Inc - #81429  
Liberty Parks & Playgrounds Inc - #81432  
Martuarano Recreation Company - #81411  
Recreation Resources Inc - #81423  
Rubbercycle LLC - #81417  
Safe T. Sites LLC - #81416  
Safety Down Under Inc - #81408  
Signature Sites LLC - #81427  
Spohn Ranch Inc - #81435

|                                                  | USING AGENCIES TO USE THIS NET PRICE LINE FOR ALL PARK AND PLAYGROUND EQUIPMENT AND PARTS .                                                                                                                                                                            |                               |      |            |            |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|------------|
| LINE#                                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                 | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00002                                            | COMM CODE: 805-24-082904<br>[SPORTING GOODS, ATHLETIC EQUIPMENT AND ...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION .<br><br>USING AGENCIES TO USE THIS PRICE LINE FOR FREIGHT CHARGES ON ITEMS PURCHASED ON LINE ONE (1) ONLY. | 1.000                         | EACH | NET        | N/A        |
| <b>Vendor:</b> PICERNO GIORDANO CONSTRUCTION LLC |                                                                                                                                                                                                                                                                        | <b>Contract Number:</b> 81418 |      |            |            |
| LINE#                                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                 | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00001                                            | COMM CODE: 931-65-082903<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION .<br><br>USING AGENCIES TO USE THIS NET PRICE LINE FOR ALL PARK AND PLAYGROUND EQUIPMENT AND PARTS .               | 1.000                         | EACH | NET        | N/A        |
| LINE#                                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                 | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00002                                            | COMM CODE: 805-24-082904<br>[SPORTING GOODS, ATHLETIC EQUIPMENT AND ...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION .<br><br>USING AGENCIES TO USE THIS PRICE LINE FOR FREIGHT CHARGES ON ITEMS PURCHASED ON LINE ONE (1) ONLY. | 1.000                         | EACH | NET        | N/A        |
| <b>Vendor:</b> RECREATION RESOURCE USA LLC       |                                                                                                                                                                                                                                                                        | <b>Contract Number:</b> 81423 |      |            |            |
| LINE#                                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                 | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00001                                            | COMM CODE: 931-65-082903<br>[EQUIPMENT MAINTENANCE AND REPAIR...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND                                                                                                                                 | 1.000                         | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00002 | COMM CODE: 805-24-082904<br>[SPORTING GOODS, ATHLETIC EQUIPMENT AND ...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION.<br><br>USING AGENCIES TO USE THIS PRICE LINE FOR FREIGHT CHARGES ON ITEMS PURCHASED ON LINE ONE (1) ONLY. | 1.000        | EACH | NET        | N/A        |

| CONTRACT ITEMS/SERVICES BY LINE ITEMS |                                                                                                                                                                                                                                                                                                             |              |      |            |            |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| LINE#/ CONTRACT#                      | DESCRIPTION/MFGR/ BRAND/VNDR                                                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00001<br>81418                        | COMM CODE: 931-65-082903<br>[EQUIPMENT MAINTENANCE AND REPAIR ...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION.<br><br>USING AGENCIES TO USE THIS NET PRICE LINE FOR ALL PARK AND PLAYGROUND EQUIPMENT AND PARTS.<br><br>VENDOR:<br>PICERNO GIORDANO CONSTRUCTION LLC | 1.000        | EACH | NET        | N/A        |
| 00001<br>81421                        | COMM CODE: 931-65-082903<br>[EQUIPMENT MAINTENANCE AND REPAIR ...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION.<br><br>USING AGENCIES TO USE THIS NET PRICE LINE FOR ALL PARK AND PLAYGROUND EQUIPMENT AND PARTS.<br><br>VENDOR:<br>ANTHONY FRAMONDO & SON INC        | 1.000        | EACH | NET        | N/A        |
| 00001<br>81431                        | COMM CODE: 931-65-082903<br>[EQUIPMENT MAINTENANCE                                                                                                                                                                                                                                                          | 1.000        | EACH | NET        | N/A        |

| LINE#/CONTRACT# | DESCRIPTION/MFGR/<br>BRAND/VNDR                                                                                                                                                                                                                                                                                           | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT<br>PRICE |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|---------------|---------------|
| 00002<br>81418  | COMM CODE: 805-24-082904<br>[SPORTING GOODS, ATHLETIC EQUIPMENT AND ...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION.<br><br>USING AGENCIES TO USE THIS PRICE LINE FOR FREIGHT CHARGES ON ITEMS PURCHASED ON LINE ONE (1) ONLY.<br><br>VENDOR:<br>PICERNO GERDANO CONSTRUCTION LLC  | 1.000           | EACH | NET           | N/A           |
| 00002<br>81421  | COMM CODE: 805-24-082904<br>[SPORTING GOODS, ATHLETIC EQUIPMENT AND ...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION.<br><br>USING AGENCIES TO USE THIS PRICE LINE FOR FREIGHT CHARGES ON ITEMS PURCHASED ON LINE ONE (1) ONLY.<br><br>VENDOR:<br>ANTHONY FRAMONDO & SON INC        | 1.000           | EACH | NET           | N/A           |
| 00002<br>81431  | COMM CODE: 805-24-082904<br>[SPORTING GOODS, ATHLETIC EQUIPMENT AND ...]<br><br>ITEM DESCRIPTION:<br>PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION.<br><br>USING AGENCIES TO USE THIS PRICE LINE FOR FREIGHT CHARGES ON ITEMS PURCHASED ON LINE ONE (1) ONLY.<br><br>VENDOR:<br>COMMERCIAL RECREATION SPECIALISTS | 1.000           | EACH | NET           | N/A           |
| 00002<br>81406  | COMM CODE: 805-24-082904<br>[SPORTING GOODS, ATHLETIC EQUIPMENT                                                                                                                                                                                                                                                           | 1.000           | EACH | NET           | N/A           |

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

City Clerk File No. Res. 15.390

Agenda No. 10.7.10

Approved: MAY 27 2015

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KEEGAN TECHNOLOGY & TESTING ASSOCIATES, INC. FOR ASPHALT SAMPLING AND TESTING FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**WHEREAS**, and in conformity with N.J.S.A. 40A:11-6.1(a) quotes were solicited for Asphalt Sampling and Testing as required for state and federally funded construction projects city-wide; and

**WHEREAS**, two (2) proposals were obtained, with the lowest responsible being that from Keegan Technology & Testing Associates, Inc., 210 Maple Place, Keyport, New Jersey 07735 in the total amount of **Thirty Three Thousand Dollars (\$33,000.00)**; and

**WHEREAS**, the Assistant Purchasing Director has certified that she considers said proposal to be fair and reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

**WHEREAS**, funds in the amount of \$33,000.00 are available in the Capital Account.

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 04-215-55-905-990 | 117102      | \$33,000.00           |

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KEEGAN TECHNOLOGY & TESTING ASSOCIATES, INC. FOR ASPHALT SAMPLING AND TESTING FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

1. A contract in the amount of \$33,000.00 for Asphalt Sampling and Testing is awarded to Keegan Technology & Testing Associates, Inc. and the Assistant Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to receive the equipment 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.
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$33,000.00 are available in the **Capital Account**.

|                   |             |                       |
|-------------------|-------------|-----------------------|
| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
| 04-215-55-905-990 | 117102      | \$33,000.00           |

Patricia M. Yon for:  
Peter Folgado, Director of Purchasing,  
OPA, RPPO

May 12, 2015  
Date

/pv  
5/12/15

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <span style="float: right;">5.27.15</span> |     |     |      |               |        |     |      |                |     |     |      |
|------------------------------------------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                                                      | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                                                           | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                                            | ✓   |     |      | OSBORNE       | ABSENT |     |      | 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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
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 KEEGAN TECHNOLOGY & TESTING ASSOCIATES, INC. FOR ASPHALT SAMPLING AND TESTING FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Project Manager**

|                     |                |                                                       |
|---------------------|----------------|-------------------------------------------------------|
| Department/Division | ADMINISTRATION | Architecture, Engineering, Traffic and Transportation |
| Name/Title          | Stanley Huang  | Municipal Engineer                                    |
| Phone/email         | 201-547-5965   | Stanley@jcnj.org                                      |

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

**Contract Purpose**

Asphalt core sampling and testing required on all state and federal funded roadway construction projects.

**Cost (Identify all sources and amounts)**

General Engineering Account:  
04-215-55-905-990.... Amount . \$33,000.00  
R #0170053

**Contract term (include all proposed renewals)**

Contract through December 31, 2015

**Type of award**

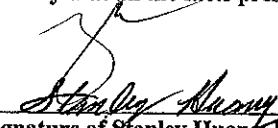
Pay to Play

**If "Other Exception", enter type**

**Additional Information**

Keegan Technology & Testing (Key-Tech) is qualified asphalt sampling and testing firm that is familiar with NJDOT sampling and testing requirements. Key-Tech has extensive experience performing asphalt sampling and testing on City roadway improvement projects.

I certify that all the facts presented herein are accurate.

  
Signature of Stanley Huang, P.E.  
Municipal Engineer


5/13/15  
Date

## DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A., L.L.A., of full age, hereby certifies as follows:

1. I am the Director of the Division of Architecture, Engineering, Traffic and Transportation of the City of Jersey City and have knowledge of the services needed for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation.
2. The City of Jersey City requires **Asphalt Sampling and Testing** on the state and federal roadway construction projects.
3. The City received two (2) quotations, the lowest being from Keegan Technology & Testing Associates.
4. I recommend awarding this contract to **Keegan Technology & Testing Associates**, 210 Maple Place, Keyport, New Jersey 07735.
5. The term of the contract through December 31, 2015
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 5-13-15



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

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND 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** : May 7, 2015

**TO** : Peter Folgado, Purchasing Agent, RPPO, QPA

**FROM** : Brian F. Weller, L.L.A., A.S.L.A., Director,  
Division of Architecture, Engineering, Traffic and Transportation

**SUBJECT** : **ASPHALT / CONCRETE - SAMPLING & TESTING  
AWARD RECOMMENDATIONS**

The Division of Architecture, Engineering, Traffic and Transportation has received two (2) cost proposals as shown below for both asphalt sampling & testing and concrete sampling & testing on various roadway construction projects:

**Asphalt Sampling & Testing:**

- |     |                      |             |         |
|-----|----------------------|-------------|---------|
| 1). | Keegan Technologies: | \$33,000.00 | 0170053 |
| 2). | Craig Testing Labs:  | \$35,000.00 |         |

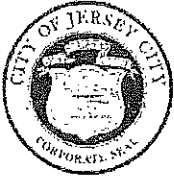
**Concrete Sampling & Testing:**

- |     |                      |             |         |
|-----|----------------------|-------------|---------|
| 1). | Craig Testing Labs:  | \$30,640.00 | 0170085 |
| 2). | Keegan Technologies: | \$29,600.00 |         |

After careful review and consideration of the proposals, we recommend that Keegan Technology be hired for the asphalt testing service in the amount of \$33,000.00 (R#0170053). We also recommend that Craig Testing Labs be hired for the concrete sampling & testing services in the amount of \$30,640.00 (R#0170054). Please prepare Pay to Play Resolutions for the May 27, 2015 Municipal Council Meeting. If you have any questions, please feel free to contact my office.

Thank you.

c: Robert Kakoleski, Business Administrator  
Patricia Vega, Assistant Purchasing Agent  
Patrice Lambert, Principal Buyer  
Stanley Huang, Municipal Engineer  
Chris Piersa, Principal Engineer  
Dawn Odom, Supervising Admin. Analyst



CITY OF JERSEY CITY  
 DEPARTMENT OF ADMINISTRATION  
 DIVISION OF ARCHITECTURE, ENGINEERING  
 TRAFFIC AND TRANSPORTATION  
 PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
 P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
 MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
 BUSINESS ADMINISTRATOR

MEMORANDUM

6170053

DATE : May 7, 2015

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

FROM : Brian F. Weller, Director, Division of Architecture, Engineering,  
 Traffic and Transportation

SUBJECT : **RECOMMENDING AWARD OF CONTRACT  
 KEEGAN TECHNOLOGY AND TESTING**

PROJECT : **Asphalt Sampling & Testing for 2015**

Attached for your consideration is a resolution authorizing award of contract to Keegan Technology & Testing in the total amount of \$33,000.00 for asphalt sampling and testing on various state and federal aid roadway construction projects.

If you have any questions, please feel free to call.

do/



CITY OF JERSEY CITY  
 DEPARTMENT OF ADMINISTRATION  
 DIVISION OF ARCHITECTURE, ENGINEERING  
 TRAFFIC AND TRANSPORTATION  
 PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
 P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
 MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
 BUSINESS ADMINISTRATOR

MEMORANDUM

---

**DATE** : May 6, 2015

**TO** : Robert Kakoleski, Business Administrator

**FROM** : Brian F. Weller, L.L.A., A.S.L.A., Director,  
 Division of Architecture, Engineering, Traffic and Transportation

**SUBJECT** : **Keegan Technology & Testing Associates**  
 Asphalt Sampling & Testing for 2015  
 Various Roadway Construction Projects  
 Award Recommendation

*0170053*

---

On April 13, 2015 the Division contacted the following three firms requesting proposals for Asphalt Sampling and Testing for 2015 on Various Roadway Construction projects.

- SOR Testing Laboratories – Cedar Grove, NJ – No Response
- Keegan Technology & Testing – Keyport, NJ
- Craig Testing Laboratories – Mays Landing, NJ

We find the proposal based on schedule of prices submitted by Keegan Technologies (Key-Tech), 210 Maple Place, Keyport, New Jersey 07735 to be acceptable.

Please advise the Division of Purchasing to prepare a Pay to Play Resolution awarding the contract to Keegan Technology & Testing in the total amount of \$33,000.00 for the May 27, 2015 Municipal Council Meeting.

Attachments

- c: Peter Folgado, Director of Purchasing
- Patricia Vega, Assistant Purchasing Agent
- Patrice Lambert, Principal Buyer
- Stanley Huang, Municipal Engineer
- Chris Piersa, Principal Engineer
- Dawn Odom, Supervising Admin. Analyst



**New Jersey Division of Revenue**

Revenue

NJBGS

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 0105891 FOR KEEGAN TECHNOLOGY AND  
TESTING ASSOCIATES INC IS VALID.**

|                 |                          |                                        |             |                  |                |                           |                |                         |                |             |
|-----------------|--------------------------|----------------------------------------|-------------|------------------|----------------|---------------------------|----------------|-------------------------|----------------|-------------|
| <b>P.O. NO.</b> | 117102                   | <b>KEEGAN TECHNOLOGY &amp; TESTING</b> |             |                  |                | <b>CRAIG TESTING LABS</b> |                | <b>SOR TESTING LABS</b> |                |             |
| <b>REQ. NO.</b> | 170053                   | <b>MARK T. CONNOLLY</b>                |             |                  |                |                           |                |                         |                |             |
| <b>DIV/DEPT</b> | AET&T                    | 732.888.8308                           |             |                  |                |                           |                |                         |                |             |
| <b>ITEM #</b>   | <b>DESCRIPTION</b>       | <b>QTY</b>                             | <b>UNIT</b> | <b>UNIT COST</b> | <b>EXT AMT</b> | <b>UNIT COST</b>          | <b>EXT AMT</b> | <b>UNIT COST</b>        | <b>EXT AMT</b> |             |
| 1               | ASPHALT TESTING/SAMPLING | 200                                    | EA          | \$ 165.00        | \$ 33,000.00   | \$ 175.00                 | \$ 35,000.00   | NO BID                  | \$ -           |             |
| 2               | COST P/CORE TEST         |                                        |             |                  |                |                           |                |                         | \$ -           |             |
| 3               |                          |                                        |             |                  |                |                           |                |                         | \$ -           |             |
| 4               |                          |                                        |             |                  |                |                           |                |                         | \$ -           |             |
| 5               |                          |                                        |             |                  |                |                           |                |                         | \$ -           |             |
| 6               |                          |                                        |             |                  |                |                           |                |                         | \$ -           |             |
| 7               |                          |                                        |             |                  |                |                           |                |                         | \$ -           |             |
| 8               |                          |                                        |             |                  |                |                           |                |                         | \$ -           |             |
| 9               |                          |                                        |             |                  |                |                           |                |                         | \$ -           |             |
| 10              |                          |                                        |             |                  |                |                           |                |                         | \$ -           |             |
|                 |                          | <b>SUB-TOTAL</b>                       |             |                  |                | <b>\$ 33,000.00</b>       |                | <b>\$ 35,000.00</b>     |                | <b>\$ -</b> |
|                 |                          | <b>SHIPPING/HANDLING</b>               |             |                  |                | <b>\$ -</b>               |                | <b>\$ -</b>             |                | <b>\$ -</b> |
|                 |                          | <b>TOTAL</b>                           |             |                  |                | <b>\$ 33,000.00</b>       |                | <b>\$ 35,000.00</b>     |                | <b>\$ -</b> |

**NOTES:**

---



---



---



---



---



---



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND 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

**April 13, 2015**

**Subject: Request for Proposal  
Asphalt Sampling and Testing for 2015**

**Location: The City of Jersey City**

**To: Mark T. Connolly  
Key-Tech  
210 Maple Place, PO Box 48  
Keyport, NJ 07735**

The City of Jersey City ("the City") Division of Architecture, Engineering, Traffic, and Transportation is requesting proposals for Asphalt Sampling and Testing for 2015. The City performs numerous road repairs each year and is mandated to perform core sample testing on the materials used. The City, therefore, requires professional services of a private testing laboratory firm to perform testing of Hot Mix Asphalt Surface Course or Base Course (HMA) for The City of Jersey City, pursuant to New Jersey Department of Transportation (NJDOT) specifications and the American Association of State Highway Transportation (AASHTO) procedures, for the contract term ending December 31, 2015.

For asphalt sampling and testing, the laboratory must be approved by the American Association of State Highway Transportation (AASHTO) Material Reference Laboratory, and the technician who performs the testing must be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Technologist. The work shall consist of taking 6-inch nominal diameter cores of the newly constructed Hot Mix Asphalt Surface Course or Base Course and testing those cores in accordance with the attached specifications and AASHTO Specifications, as amended for State Local Aid.

The following number of core samples and tests are required: minimum of five (5) core samples per site, potentially more on demand. 6-inch diameter samples are to be tested for bulk specific gravity, maximum theoretical void analysis, and thickness measurements.

In the RFP for Asphalt Sampling and Testing, cost estimates should be listed per core unit price (@ 200 cores) and as a grand total in the attached form. The proposed per core unit price shall include all materials and labor required to perform core sampling in the field and testing in the laboratory, in accordance with the aforementioned procedures. Please note that these are merely reference amounts and that they are not definitive. The actual number of cores taken may vary during the contract term; the per core unit price, however,



shall hold. The award of a contract does not guarantee that the City will require Asphalt Sampling and Testing services for the duration of the contract term.

Attached are the description of the scope of the contract and other related files.

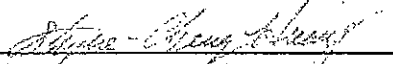
If you desire to be considered for the professional services outline above, please submit your written proposal addressed to:

Stanley Huang, Municipal Engineer  
Division of Architecture, Engineering, Traffic, and Transportation  
ATTN: Asphalt Sampling and Testing for 2015 RFP  
13-15 Linden Ave East  
Jersey City, NJ 07305

This proposal must be submitted with one original and one copy in letter format (8 ½" x 11"), along with an emailed PDF version, no later than **April 25, 2015**.

If you have any other questions or would like to request additional information, please feel free to call us at (201) 547-4411 or (201) 547-4412.

Sincerely yours,

  
\_\_\_\_\_  
Shyué Cheng (Stanley) Huang, P.E.  
Municipal Engineer

CC: Brian Weller, Director, Div. of Architecture and Engineering  
Greg Corrado, Assistant Business Administrator

THE CITY OF JERSEY CITY  
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

ASPHALT SAMPLING AND TESTING FOR 2015 RFP  
SCHEDULE OF PRICES

Consultant: Key - Tech  
Address: 210 Maple Place  
Keyport, NJ  
07735

| <u>ITEM NUMBER</u> | <u>ITEM</u>                                                                                                                                                    | <u>SUM</u>         |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| ITEM NO. 1         | COST PER CORE TEST<br>(all expenses included)<br><br>200 cores @ \$ <u>165</u> per core<br><br><u>One Hundred and Sixty Five Dollars</u><br>(Write Unit Price) | <u>\$33,000.00</u> |
| TOTAL              |                                                                                                                                                                | <u>\$33,000.00</u> |



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND 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

**April 13, 2015**

**Subject: Request for Proposal  
Asphalt Sampling and Testing for 2015**

**Location: The City of Jersey City**

**To: Vanessa L. Holman  
Craig Testing Laboratories  
5439 Harding Highway, PO Box 427  
Mays Landing, NJ 08330**

The City of Jersey City ("the City") Division of Architecture, Engineering, Traffic, and Transportation is requesting proposals for Asphalt Sampling and Testing for 2015. The City performs numerous road repairs each year and is mandated to perform core sample testing on the materials used. The City, therefore, requires professional services of a private testing laboratory firm to perform testing of Hot Mix Asphalt Surface Course or Base Course (HMA) for The City of Jersey City, pursuant to New Jersey Department of Transportation (NJDOT) specifications and the American Association of State Highway Transportation (AASHTO) procedures, for the contract term ending December 31, 2015.

For asphalt sampling and testing, the laboratory must be approved by the American Association of State Highway Transportation (AASHTO) Material Reference Laboratory, and the technician who performs the testing must be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Technologist. The work shall consist of taking 6-inch nominal diameter cores of the newly constructed Hot Mix Asphalt Surface Course or Base Course and testing those cores in accordance with the attached specifications and AASHTO Specifications, as amended for State Local Aid.

The following number of core samples and tests are required: minimum of five (5) core samples per site, potentially more on demand. 6-inch diameter samples are to be tested for bulk specific gravity, maximum theoretical void analysis, and thickness measurements.

In the RFP for Asphalt Sampling and Testing, cost estimates should be listed per core unit price (@ 200 cores) and as a grand total in the attached form. The proposed per core unit price shall include all materials and labor required to perform core sampling in the field and testing in the laboratory, in accordance with the aforementioned procedures. Please note that these are merely reference amounts and that they are not definitive. The actual number of cores taken may vary during the contract term; the per core unit price, however,

shall hold. The award of a contract does not guarantee that the City will require Asphalt Sampling and Testing services for the duration of the contract term.

Attached are the description of the scope of the contract and other related files.

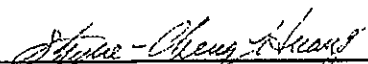
If you desire to be considered for the professional services outline above, please submit your written proposal addressed to:

Stanley Huang, Municipal Engineer  
Division of Architecture, Engineering, Traffic, and Transportation  
ATTN: Asphalt Sampling and Testing for 2015 RFP  
13-15 Linden Ave East  
Jersey City, NJ 07305

This proposal must be submitted with one original and one copy in letter format (8 ½" x 11"), along with an emailed PDF version, no later than **April 25, 2015**.

If you have any other questions or would like to request additional information, please feel free to call us at (201) 547-4411 or (201) 547-4412.

Sincerely yours,

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

CC: Brian Weller, Director, Div. of Architecture and Engineering  
Greg Corrado, Assistant Business Administrator

**THE CITY OF JERSEY CITY  
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**ASPHALT SAMPLING AND TESTING FOR 2015 RFP  
SCHEDULE OF PRICES**

**Consultant:** Craig Testing Laboratories, Inc.  
**Address:** 5439 Harding Highway  
P.O. Box 427  
Mays Landing, New Jersey 08330

RECEIVED  
 15 APR 23 PM 3:15  
 CITY OF JERSEY CITY  
 LEGAL OFFICE  
 DIRECTOR'S OFFICE

| <u>ITEM NUMBER</u> | <u>ITEM</u>                                                                                                                                                                  | <u>SUM</u>          |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| ITEM NO. 1         | COST PER CORE TEST<br>(all expenses included)<br><br>200 cores @ \$ <u>175.00</u> per core<br><br><u>One-hundred-seventy-five dollars and no cents</u><br>(Write Unit Price) | \$ <u>35,000.00</u> |
| <b>TOTAL</b>       |                                                                                                                                                                              | \$ <u>35,000.00</u> |



5439 Harding Highway • P.O. Box 427 • Mays Landing, NJ 08330 • P:609.625.1700 • F:609.625.1798

April 22, 2015

City of Jersey City  
Division of Architecture, Engineering, Traffic and Transportation  
13-15 Linden Avenue East  
Jersey City, New Jersey 07305

Attn.: Mr. Stanley Huang

RE: Asphalt Sampling and Testing for 2015  
Various Locations throughout Jersey City, New Jersey

Dear Mr. Huang,

CRAIG TESTING LABORATORIES, INC. is pleased to submit the following material testing services quotation for your use and review. Please note that the listed services may be more than what was requested, we did this to ensure completeness of service, however note that services are only billed that are scheduled or requested by the client or their representative.

**NJDOT 2007 / LOCAL AID SUPPLEMENT 2011 ASPHALT CORE DRILLING & TESTING**

**Core Drilling and Testing**

Asphalt core drilling crew to include mobilization, demobilization and drill the following:

Drill 6" Test Cores for laboratory testing. Asphalt laboratory testing to consist of asphalt air void analysis (AASHTO T166, T209 & T269) and thickness measurements (ASTM D3549) on the 6" diameter test cores. Submit NJDOT DS-8 or DS-8S form, as required.

**Unit price per trip - Day Rate..... \$ 175.00/core (5 core minimum)**

**Unit price per trip - Night Rate ..... \$ 250.00/core (5 core minimum)**

**Asphalt Coring Service Notes:**

Note 1: Client will make other arrangements for asphalt plant monitoring.

Note 2: **Project Documents:** Should this project be awarded to Craig Testing Laboratories, Inc., please forward to our office the following asphalt documents in order to complete the required NJDOT DS-8(S) form(s):

1. Mix Design
2. Plant Data (Superpave only)
3. NJDOT specifications that are to be followed (as defined in the contract; only for state-aid projects)
4. Design Thickness(es).
5. Roadway Plan(s) or Project Limits

***CORING WILL BE SCHEDULED ONLY AFTER THE ABOVE RELEVANT DOCUMENTATION IS SUBMITTED TO CRAIG TESTING LABORATORIES, INC.'S OFFICE.***

It is the client and contractor's responsibility to provide CTL with accurate and complete documents. Should changes to the CTL report(s) be required after the issuance of such report(s) due to project document revisions, Project Manager time as noted in the Financial Notes will be charged to the client to revise and re-issue our report(s).

Note 2: **Traffic Control:** The following roadway information is requested from the client in order to provide adequate traffic control for the project:

1. Speed Limit
2. Traffic Count

Craig Testing Laboratories, Inc. will provide flagger(s), signage and cones for traffic control as required by MUTCD and provide police escort when required in our pricing above. Should additional traffic control services be required from Craig Testing Laboratories, Inc. such will be added to our invoice for payment to be made by the client with any subcontractor services charged at cost plus 20%. If requested, Craig Testing Laboratories, Inc. will coordinate all traffic control with required department(s) as provided by the client.

Note 3: **FOR MUNICIPAL PROJECTS ONLY** - Written Purchase Orders and/or Payment Vouchers are required to be submitted to Craig Testing Laboratories, Inc.'s office prior to the work being scheduled.

Note 4: Please note that outdoor drilling operations for the above project cannot be performed during inclement weather.

Note 5: Asphalt core drilling jobs, depending on Craig Testing Laboratories, Inc.'s workload, are typically scheduled to be cored within one to three (1-3) weeks and final reports are typically submitted within three to five (3-5) weeks of Craig Testing Laboratories, Inc.'s office receiving approval of this quotation and receipt of all project documents listed above. Expedited services can be provided for an additional cost. Please also note that some police departments are requiring seven (7) to ten (10) days advance notice for scheduling traffic control during our coring operations. As weather forecasting out seven (7) to ten (10) days is not dependable and this is outside of our control, this requirement may further delay performing the field coring operations and the issuance of the report.

**\*\*\* SEE FINANCIAL NOTES ATTACHED \*\*\***

Respectfully submitted,  
CRAIG TESTING LABORATORIES, INC.



Michelle A. Mutschler  
Sales Associate

City of Jersey City

(201) 547-5900 / phone  
(201) 547-5806 / fax  
e-mail address: [stanley@icnj.org](mailto:stanley@icnj.org)

**FINANCIAL NOTES**

- 1) **This proposal will become part of any contract entered into by Craig Testing Laboratories, Inc. (CTL).**
- 2) **Cancellation:** For CLIENT scheduled services, a cancellation charge will be charged, when personnel are requested and subsequently canceled or not utilized when they arrive on the site on the same day as inspection due to reasons outside of CTL's control. For CTL scheduled services, a cancellation charge will be charged when personnel arrive on site but for reasons outside of CTL's control our field staff can not perform the scheduled field service. The cancellation charge will be the scheduled per trip rate. The cancellation must be done, in writing, via e-mail to [schedule@craigtest.com](mailto:schedule@craigtest.com) at least two (2) hours before the scheduled time for 9am or later scheduled services otherwise the cancellation charge will be charged. For services scheduled for before 9am that are cancelled by the client, the cancellation charge will be charged. For services cancelled only due to inclement weather, a charge of 0.75 times the scheduled per trip rate will be charged. **CANCELLATION OF SERVICES CANNOT BE DONE VIA OUR FIELD STAFF.**
- 3) Reports will be provided as part of our contract via **E-MAIL ONLY**. Requested hard-copies of reports will be prepared and billed at one dollar (\$1.00) per page including postage.
- 4) It is the responsibility of the client and/or site contractors to provide a safe and accessible work site per OSHA regulations for our field staff. All required equipment such as but not limited to ladders, scaffolds, lifts, tie-offs, etc. for our inspectors to safely access the work to be inspected must be provided by the client and/or site contractors.
- 5) Our fees are based on having access to the sites without the need for safety training, obtaining badges, medical testing, drug screening or other project specific training or requirements. Should these be required to gain entry into the project site then our field staff per trip rate or hourly rate and any cost plus fifteen percent (cost + 15%) of any training, badging, medical or drug testing fees will be charged to the client. Client must provide CTL sufficient time to obtain such access required training or badging prior to requiring our services on site otherwise client must provide escort or other means to permit CTL field staff to perform their services.
- 6) Unless specifically noted in the quotation, our fees are based on providing inspection services at non-hazardous sites (no 40-hour Hazwoper certified or such staff requirement) and material testing on non-contaminated material. Client must inform us immediately if services will be provided on a hazardous site or on contaminated material so that we can review project requirements and determine if we can service the project. If CTL decides to service the project we reserve the right to submit a revised quotation.
- 7) Craig Testing Laboratories, Inc. has a safety manual that all employees must abide too. A copy of our safety manual can be provided upon request. Should the project require an additional safety plan(s) and/or completion of forms for project specific safety purposes, additional fees may be charged and will be submitted for approval by client prior to completing requested documentation.
- 8) Our services are professional services and not trade services. As such our services are not governed by Prevailing Wage Act and therefore no certified payrolls will be provided.
- 9) Billing for services rendered is provided on a monthly basis, accompanied by appropriate back-up data. Terms are net thirty (30) days. A service charge of 2% per month (24% per annum) will be charged on all past due accounts.
- 10) Craig Testing Laboratories, Inc.'s insurance coverages are as shown on the attached sample insurance certificate to this quotation. Any additional coverages requested or required, if available, will be charged to our client at Craig Testing Laboratories, Inc.'s cost plus fifteen percent (cost + 15.0%).



- 11) Rates are effective for a period of thirty (30) days from date on quotation. If this quotation is not accepted within thirty (30) days, Craig Testing Laboratories, Inc. reserves the right to submit a current quotation.
- 12) On the anniversary of this quotation all rates shall be subject to an increase of ten percent (10.0%) per annum for the specific project listed.
- 13) In any suit brought to collect fees due under this agreement, the customer agrees to pay all of Craig Testing Laboratories, Inc.'s collection costs, including a reasonable attorney's fee.
- 14) Costs for fees, permits or other items required by Local, State or Governmental Agencies will be invoiced to client at direct cost at completion of project.
- 15) Should client or their representative directly hire any Craig Testing Laboratories, Inc. (CTL) staff member that worked on this project up to one (1) year after the completion of the project, client agrees to pay CTL a sum of four-thousand (\$4,000) dollars.
- 16) Project Manager/Staff Engineer services, other than our Professional Engineer, will be billed at \$85.00/hour for attendance at meetings (Four (4) hour minimum *plus* travel time if over four (4) hours) and providing additional services, when requested by the client.
- 17) Professional Engineer services are not included in our fees. Should Professional Engineering services be required it will be billed at \$125.00/hour *plus* travel time and expenses (\$0.45/mile) and tolls. This hourly rate will be charged for any requested Professional Engineer reviews, generated documents, site visits and signing and sealing of documents (One (1) Hour Minimum).
- 18) Our services are not a guarantee of the contractor's work being in accordance with the project documents therefore it does not relieve the contractor of completing the work per the project documents. Our services do not relieve the contractor of any deficiencies and lack of industry standard workmanship with the constructed work. The contractor's are responsible for quality controlling their own work.

Should the above quotation meet with your approval, please sign one copy and return it via fax to (609) 625-1798, via mail to Craig Testing Laboratories, Inc., 5439 Harding Highway, P. O. Box 427, Mays Landing, New Jersey 08330 or via email to [mmutschler@craigtest.com](mailto:mmutschler@craigtest.com).

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**QUOTE NUMBER: QE-201-CTL-15**

City of Jersey City  
 (201) 547-5900 / phone  
 (201) 547-5806 / fax  
 e-mail address: [stanlev@icnj.org](mailto:stanlev@icnj.org)



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND 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

**April 13, 2015**

**Subject: Request for Proposal  
Asphalt Sampling and Testing for 2015**

**Location: The City of Jersey City**

**To: Orhun Sor  
SOR Testing Laboratories, Inc.  
98 Sand Park Road  
Cedar Grove, NJ 07009**

The City of Jersey City ("the City") Division of Architecture, Engineering, Traffic, and Transportation is requesting proposals for Asphalt Sampling and Testing for 2015. The City performs numerous road repairs each year and is mandated to perform core sample testing on the materials used. The City, therefore, requires professional services of a private testing laboratory firm to perform testing of Hot Mix Asphalt Surface Course or Base Course (HMA) for The City of Jersey City, pursuant to New Jersey Department of Transportation (NJDOT) specifications and the American Association of State Highway Transportation (AASHTO) procedures, for the contract term ending December 31, 2015.

For asphalt sampling and testing, the laboratory must be approved by the American Association of State Highway Transportation (AASHTO) Material Reference Laboratory, and the technician who performs the testing must be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Technologist. The work shall consist of taking 6-inch nominal diameter cores of the newly constructed Hot Mix Asphalt Surface Course or Base Course and testing those cores in accordance with the attached specifications and AASHTO Specifications, as amended for State Local Aid.

The following number of core samples and tests are required: minimum of five (5) core samples per site, potentially more on demand. 6-inch diameter samples are to be tested for bulk specific gravity, maximum theoretical void analysis, and thickness measurements.

In the RFP for Asphalt Sampling and Testing, cost estimates should be listed per core unit price (@ 200 cores) and as a grand total in the attached form. The proposed per core unit price shall include all materials and labor required to perform core sampling in the field and testing in the laboratory, in accordance with the aforementioned procedures. Please note that these are merely reference amounts and that they are not definitive. The actual number of cores taken may vary during the contract term; the per core unit price, however,

shall hold. The award of a contract does not guarantee that the City will require Asphalt Sampling and Testing services for the duration of the contract term.

Attached are the description of the scope of the contract and other related files.


If you desire to be considered for the professional services outline above, please submit your written proposal addressed to:

Stanley Huang, Municipal Engineer  
Division of Architecture, Engineering, Traffic, and Transportation  
ATTN: Asphalt Sampling and Testing for 2015 RFP  
13-15 Linden Ave East  
Jersey City, NJ 07305

This proposal must be submitted with one original and one copy in letter format (8 ½" x 11"), along with an emailed PDF version, no later than **April 25, 2015**.

If you have any other questions or would like to request additional information, please feel free to call us at (201) 547-4411 or (201) 547-4412.

Sincerely yours,

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

CC: Brian Weller, Director, Div. of Architecture and Engineering  
Greg Corrado, Assistant Business Administrator



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND 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

**April 13, 2015**

**Subject: Request for Proposal Description  
Asphalt Sampling and Testing for 2015**

**Location: The City of Jersey City**

**Scope of Contract:**

For City funded projects, the Contractor shall hire a private testing laboratory to perform sampling and testing of the Hot Mix Asphalt Surface Course or Base Course, if applicable, for the 2015 contract term ending on December 31, 2015. The laboratory must be approved by the American Association of State Highway and Transportation (AASHTO) Material Reference Laboratory. The technician who performs the testing shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Technologist.

The work shall consist of taking 6-inch nominal diameter cores of the newly constructed Hot Mix Asphalt Surface Course and Base Course (HMA) if applicable, and testing those cores in accordance with these and AASHTO Specifications as amended for State Local Aid.

Upon completion of an HMA lot, the Contractor will drill cores at random locations determined by the private testing laboratory at least 12 hours after paving and will take cores in the presence of the Engineer.

The Contractor will use drilling equipment with a water-cooled, diamond-tipped, masonry drill bit that shall produce 6-inch nominal diameter cores for the full depth of the pavement and will remove the core from the pavement without damaging it. After removing the core, remove all water from the hole. Fill the hole with HMA or cold patching material, and compact the material so that it is ¼ inch above the surrounding pavement surface.

After each air void lot is placed, cores will be drilled so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required, drill the surface course air void cores for the full depth of pavement. The private laboratory shall test the full-depth cores for surface course air voids, surface course thickness, and total thickness, if applicable, for new pavement construction.

**Regardless of the funding source, the Hot Mix Asphalt shall also be tested at the asphalt plant by the plant's Asphalt Technologist for composition compliance. The results of those tests shall be recorded on New Jersey Department of Transportation Form DS-8 and submitted to the Engineer in a timely manner.**

**Hot Mix Asphalt Core Drilling:**

Core drilling performed in accordance with NJDOT specifications and ASTM/AASHTO procedures.

- Perform random sampling calculations and sample mark out in field
- Supply drilling unit and labor to obtain samples of finished pavements
- Filling and compacting sample holes with material as specified in the specifications

**Laboratory Analysis:**

Quality Control tests to be performed in an AASHTO certified laboratory by a New Jersey Society of Asphalt Certified Technician in accordance with AASHTO procedures as required by the NJDOT.

- Extraction analysis (composition of mix) AASHTO procedure T-308-8
- Bulk specific gravity and void analysis (density) AASHTO procedure T-166
- Maximum theoretical specific gravity AASHTO procedure T-209

**Calculation of Penalties (if applicable) and Final Report:**

- Calculation of penalties based upon in-place quantities supplied by the City
- Preparation of the required NJDOT final report of test results for submittal to the City for project acceptance and cost reimbursement

**Cost Estimate Proposal:**

The following number of core samples and tests are required: minimum of five (5) core samples per site, potentially more on demand. 6-inch diameter samples are to be tested for bulk specific gravity, maximum theoretical void analysis, and thickness measurements.

Cost estimates should be listed per core unit price (@200 cores) and as a grand total in the attached form. The proposed per core unit price shall include all materials and labor required to perform core sampling in the field and testing in the laboratory, in accordance with the aforementioned procedures. Please note that these are merely reference amounts and that they are not definitive. The actual number of cores taken may vary during the contract term; the per core unit price, however, shall hold. The award of a contract does not guarantee that the City will require Asphalt Sampling and Testing services for the duration of the contract term.

NOTE: If required, Jersey City Police Traffic Director will be provided by the City.

**THE CITY OF JERSEY CITY  
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**ASPHALT SAMPLING AND TESTING FOR 2015 RFP  
SCHEDULE OF PRICES**

**Consultant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| <u>ITEM NUMBER</u> | <u>ITEM</u>                                                                                                                  | <u>SUM</u> |
|--------------------|------------------------------------------------------------------------------------------------------------------------------|------------|
| ITEM NO. 1         | <b>COST PER CORE TEST<br/>(all expenses included)</b><br><br>200 cores @ \$_____ per core<br><br>_____<br>(Write Unit Price) | \$ _____   |
| <b>TOTAL</b>       |                                                                                                                              | \$ _____   |

American Association of State Highway and Transportation Officials  
AASHTO Accreditation Program - Certificate of Accreditation

This is to signify that

**Key-Tech**

Keyport, New Jersey

has demonstrated proficiency for the testing of construction materials  
and has met the minimum requirements in AASHTO R18  
set forth by the AASHTO Highway Subcommittee on Materials.

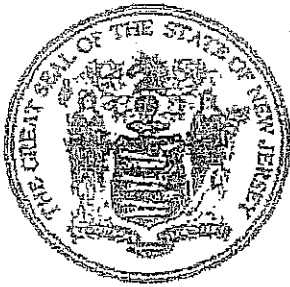
The scope of accreditation can be obtained by viewing  
the AAP Directories of Accredited Laboratories ([www.amrl.net](http://www.amrl.net))  
or by contacting AMRL.

---

Executive Director

*Gary L. Hoffman*  
Chair, AASHTO Highway  
Subcommittee on Materials





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND  
CONSTRUCTION

NOTICE OF TESTING LABORATORY  
PREQUALIFICATION

INITIAL  REVISED  RENEWAL

FIRM: KEEGAN TECHNOLOGY & TESTING  
ASSOCIATES t/a KEY-TECH  
ADDRESS: 210 MAPLE PLACE - P.O. BOX 48  
KEYPORT, NJ 07735

DATE OF ISSUE: NOVEMBER 7, 2013  
EXPIRATION DATE: OCTOBER 31, 2015  
FEDERAL ID NUMBER: 221 915 695

MBE  WBE  SBE  VOB

The Experience Questionnaire (FORM 48T) submitted by your firm has been reviewed. As a result of this review, your firm is pre-qualified as a Testing Laboratory in the following specialty(s):

A. Construction Material Testing

- A.1 Soils
- A.2 Wood
- A.3 Concrete
- A.4 Masonry
- A.5 Roofing
- A.6 Fireproofing
- A.7 Structural Steel
- A.8 Asphalt
- A.9 Aggregates
- A.10 Paint/Finishes
- A.11 Piles
- A.12 Nuclear Density
- A.13
- A.14
- A.15

B. Geo-Technical

- B.1 Borings
- B.2 Percolation/Ex-filtration
- B.3 Controlled Fill
- B.4 Groundwater Monitoring Wells
- B.5 Observation Wells
- B.6
- B.7

C. Non-Destructive

- C.1 Radiography
- C.2 Ultrasound
- C.3 Magnetic Particle
- C.4 Liquid Penetrant
- C.5 Radioisotope Moisture Survey
- C.6 Thermographic Survey
- C.7 Video Survey (Sewer/Drain)
- C.8 Electrical Systems
- C.9 Air Balancing
- C.10
- C.11

D. Environmental

- D.1 Hazardous Gases/Liquids
- D.2 Asbestos
- D.3 Lead
- D.4 PCB
- D.5 Biological
- D.6 Indoor Air Quality
- D.7 Water & Wastewater  
Bacteriological
- D.8 Groundwater
- D.9 Soil
- D.10 Air Pollution
- D.11
- D.12
- D.13
- D.14
- D.15

REVIEWED BY:

MARK R. CONNOLLY  
MANAGER

APPROVED BY:

RICHARD S. FLODMAND  
ASSISTANT DEPUTY DIRECTOR

NOTE: THIS IS AN ORIGINAL DOCUMENT AND MAY BE REQUIRED AS PROOF OF YOUR PRE-QUALIFICATION STATUS. PLEASE RETAIN THIS FORM FOR YOUR RECORDS.



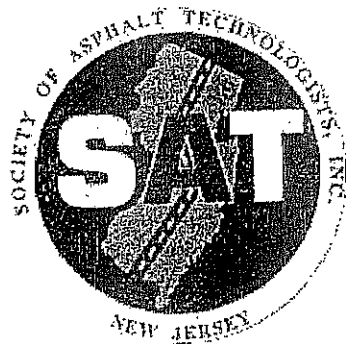
NEW JERSEY SOCIETY OF ASPHALT TECHNOLOGISTS

PRESENTS THIS

ASPHALT TECHNOLOGY CERTIFICATE

**DOUGLAS REILLY**

IN RECOGNITION OF SUCCESSFULLY COMPLETING A  
QUALIFYING EXAMINATION AS AN ASPHALT PLANT  
TECHNOLOGIST LEVEL 2



*Dated: February 2012*

*Expires: January 1, 2017*

Scott Laudone

*President*

Eileen Sheehy, P.E.

*Chair, Certification Board*

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am James J. McCarthy, Vice President  
of the firm of Key-Tech

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) James J. McCarthy  
Doreen F. Anzivino  
James J. McCarthy  
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY May 5 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)  
NOTARY PUBLIC OF Northmouth County  
MY COMMISSION EXPIRES: 20 17

**DOREEN F. ANZIVINO**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/30/2017

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

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name               | Address                           | % owned |
|--------------------|-----------------------------------|---------|
| Richard W. Strazza | 18 Toad Lane<br>Ringoes, NJ 08551 | 100%    |
|                    |                                   |         |
|                    |                                   |         |
|                    |                                   |         |
|                    |                                   |         |

SIGNATURE :

*James J. McCarthy*  
James J. McCarthy

TITLE:

Vice President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

*Doreen F. Anzivino*

May 5

OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 2017

*Monmouth County*

DOREEN F. ANZIVINO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/30/2017

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

**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 - General 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 (2015) | 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                    |
|------------------------------|---------------------------------|
| Richard W. Strazza           | 18 Toad Lane, Ringoes, NJ 08551 |
|                              |                                 |
|                              |                                 |
|                              |                                 |
|                              |                                 |
|                              |                                 |
|                              |                                 |

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: Key Tech  
 Signed: James J. McCarthy Title: Vice President  
 Print Name: James J. McCarthy Date: \_\_\_\_\_

Subscribed and sworn before me this 14th day of May, 2015

My Commission expires: 11/30/17

Doreen F. Anzino  
 (Affiant)  
 (Print name & title of affiant) (Corporate Seal)

**DOREEN F. ANZINO**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 11/30/2017

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

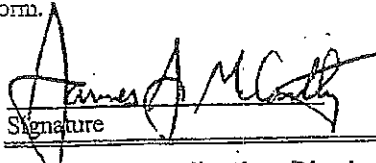
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 18 days prior to the award of the contract.

## Part I - Vendor Information

|              |                 |        |       |
|--------------|-----------------|--------|-------|
| Vendor Name: | Key-Tech        |        |       |
| Address:     | 210 Maple Place |        |       |
| City:        | Keyport         | State: | NJ    |
|              |                 | Zip:   | 07730 |

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

James J. McCarthy  
Printed Name

Vice President  
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           |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

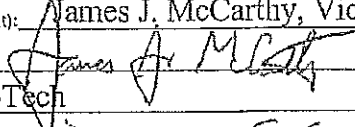
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): James J. McCarthy, Vice President

Representative's Signature: 

Name of Company: Key-Tech

Tel. No.: 732-888-8308

Date: 05-05-15

**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 Key-Tech (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 Key-Tech (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity:

Signed James J. McCarthy Title: Vice President

Print Name James J. McCarthy Date: 5/5/15

Subscribed and sworn before me  
this 5th day of May, 2015.

My Commission expires 11/30/17

Seal Doreen F. Anzivino

(Affiant)  
James J. McCarthy, VP  
(Print name & title of affiant) (Corporate)  
DOREEN F. ANZIVINO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/30/2017

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



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

City Clerk File No. Res. 15.391

Agenda No. 10.Z.11

Approved: MAY 27 2015

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KEEGAN TECHNOLOGY & TESTING ASSOCIATES, INC. FOR CONCRETE SAMPLING AND TESTING FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**WHEREAS**, and in conformity with N.J.S.A. 40A:11-6.1(a) quotes were solicited for Concrete Sampling and Testing as required for state and federally funded construction projects city-wide; and

**WHEREAS**, two (2) proposals were obtained, with the lowest responsible being that from Keegan Technology & Testing Associates, Inc., 210 Maple Place, Keyport, New Jersey 07735 in the total amount of **Twenty Nine Thousand, Six Hundred Dollars (\$29,600.00)**; and

**WHEREAS**, the Assistant Purchasing Director has certified that she considers said proposal to be fair and reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

**WHEREAS**, funds in the amount of \$29,600.00 are available in the **Capital Account**.

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 04-215-55-905-990 | 117146      | \$29,600.00           |

(Continued on Page 2)

City Clerk File No. Res. 15.391

Agenda No. 10.7.11

TITLE: MAY 27 2015

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KEEGAN TECHNOLOGY & TESTING ASSOCIATES, INC. FOR CONCRETE SAMPLING AND TESTING FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

1. A contract in the amount of \$29,600.00 for Concrete Sampling and Testing is awarded to Keegan Technology & Testing Associates, Inc. and the Assistant Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to receive the equipment 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.
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$29,600.00 are available in the Capital Account.

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 04-215-55-905-990 | 117146      | \$29,600.00           |

Peter M. Folgado for:  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

May 13, 2015  
Date

/pv  
5/13/15

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| <b>RECORD OF COUNCIL VOTE ON FINAL PASSAGE</b> |     |     |      |               |        |     |      |                |     |     |      |
|------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| <b>5.27.15</b>                                 |     |     |      |               |        |     |      |                |     |     |      |
| COUNCILPERSON                                  | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                       | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                        | ✓   |     |      | OSBORNE       | ABSENT |     |      | 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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
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 KEEGAN TECHNOLOGY & TESTING ASSOCIATES, INC. FOR CONCRETE SAMPLING AND TESTING FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Project Manager**

|                     |                |                                                       |
|---------------------|----------------|-------------------------------------------------------|
| Department/Division | Administration | Architecture, Engineering, Traffic and Transportation |
| Name/Title          | Stanley Huang  | Municipal Engineer                                    |
| Phone/email         | 201-547-5965   | Stanley@jcnj.org                                      |

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

**Contract Purpose**

Concrete sampling and testing required on all state and federal funded roadway construction projects.

**Cost (Identify all sources and amounts)**

General Engineering Account:  
04-215-55-905-990 – Amount \$29,600.00  
R #0170185

**Contract term (include all proposed renewals)**

For sampling & testing done in CY2015

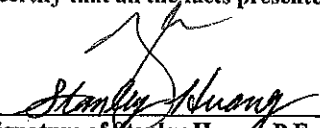
Type of award

If "Other Exception", enter type

**Additional Information**

Keegan Technology (Key-Tech) is qualified concrete sampling and testing firm that is familiar with NJDOT sampling and testing requirements. Keegan Technology has extensive experience performing concrete sampling and testing on City roadway improvement projects.

I certify that all the facts presented herein are accurate.

  
Signature of Stanley Huang, P.E.  
Municipal Engineer

5/13/15  
Date

## DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A, L.L.A., of full age, hereby certifies as follows:

1. I am the Director of the Division of Architecture, Engineering, Traffic and Transportation of the City of Jersey City and have knowledge of the services needed for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation.
2. The City of Jersey City requires **Concrete Sampling and Testing** on state and federal roadway construction projects.
3. The City received two (2) quotations, the lowest being from Keegan Technology & Testing Associates.
4. I recommend awarding this contract to Keegan Technology Testing Associates, 210 Maple Place, Keyport, New Jersey 07735.
5. The term of the contract shall be through December 31, 2015.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 5-13-15



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

| P.O. NO.  |                           | KEEGAN TECHNOLOGY & TESTING |      |           |              | CRAIG TESTING LABS  |              | SOR TESTING LABS    |         |             |
|-----------|---------------------------|-----------------------------|------|-----------|--------------|---------------------|--------------|---------------------|---------|-------------|
| REQ. NO.  | 170185                    | MARK T. CONNOLLY            |      |           |              |                     |              |                     |         |             |
| DIV/DEPT. | AET&T                     | 732.888.8308                |      |           |              |                     |              |                     |         |             |
| ITEM #    | DESCRIPTION               | QTY                         | UNIT | UNIT COST | EXT AMT      | UNIT COST           | EXT AMT      | UNIT COST           | EXT AMT |             |
| 1         | COST P/TRIP               | 60                          | EA   | \$ 320.00 | \$ 19,200.00 | \$ 325.00           | \$ 19,500.00 | NO BID              | \$ -    |             |
| 2         | COST P/CYLINDER TEST      | 360                         | EA   | \$ 15.00  | \$ 5,400.00  | \$ 24.00            | \$ 8,640.00  |                     | \$ -    |             |
| 3         | COST P/PICKU TRIP         | 50                          | EA   | \$ 100.00 | \$ 5,000.00  | \$ 50.00            | \$ 2,500.00  |                     | \$ -    |             |
| 4         |                           |                             |      |           |              |                     |              |                     | \$ -    |             |
| 5         | CONCRETE TESTING/SAMPLING |                             |      |           |              |                     |              |                     | \$ -    |             |
| 6         |                           |                             |      |           |              |                     |              |                     | \$ -    |             |
| 7         |                           |                             |      |           |              |                     |              |                     | \$ -    |             |
| 8         |                           |                             |      |           |              |                     |              |                     | \$ -    |             |
| 9         |                           |                             |      |           |              |                     |              |                     | \$ -    |             |
| 10        |                           |                             |      |           |              |                     |              |                     | \$ -    |             |
|           |                           | <b>SUB-TOTAL</b>            |      |           |              | <b>\$ 29,600.00</b> |              | <b>\$ 30,640.00</b> |         | <b>\$ -</b> |
|           |                           | <b>SHIPPING/HANDLING</b>    |      |           |              | <b>\$ -</b>         |              | <b>\$ -</b>         |         | <b>\$ -</b> |
|           |                           | <b>TOTAL</b>                |      |           |              | <b>\$ 29,600.00</b> |              | <b>\$ 30,640.00</b> |         | <b>\$ -</b> |

NOTES:

---



---



---



---



---



---



## New Jersey Division of Revenue

Revenue

NJEGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0105891 FOR KEEGAN TECHNOLOGY AND  
TESTING ASSOCIATES INC IS VALID.



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND 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

**April 13, 2015**

**Subject: Request for Proposal  
Concrete Sampling and Testing for 2015**

**Location: The City of Jersey City**

**To: Mark T. Connolly  
Key-Tech  
210 Maple Place, PO Box 48  
Keyport, NJ 07735**

The City of Jersey City ("the City") Division of Architecture, Engineering, Traffic, and Transportation is requesting proposals for Concrete Sampling and Testing for 2015. The City performs numerous road repairs each year and is mandated to perform sample testing on the materials used. The City, therefore, requires professional services of a private testing laboratory firm to perform testing of Concrete for The City of Jersey City, pursuant to New Jersey Department of Transportation (NJDOT) specifications and the American Association of State Highway Transportation (AASHTO) procedures, for the contract term ending December 31, 2015.

For concrete sampling and testing, the laboratory must also be approved by the American Association of State Highway Transportation (AASHTO) Material Reference Laboratory, and the technician who performs the testing must be certified by the American Concrete Institute (ACI) as a Concrete Field Testing Technician. The work shall consist of observing mixing and replacement of concrete, conducting slump tests, monitoring air test temperatures, fabrication 6-inch by 12-inch (6"x12") test cylinders, and checking yield as required. Work shall also consist of capping, curing, testing, and reporting results of test cylinders, and collecting and transporting test cylinders.

The following number of core samples and tests are required: minimum of six (6) core samples per site, potentially more on demand.

In the RFP for Concrete Sampling and Testing, cost estimates should be listed as per trip (@ 60 trips), per cylinder (@ 6 cylinders per trip, total 360 cylinders), per pickup trip (@ 50 pickup trips), and as a grand total in the attached form. Please note that these are merely reference amounts and that they are not definitive. The actual number of cylinders taken and trips required may vary during the contract term; the unit prices, however, shall hold. The award of a contract does not guarantee that the City will require Concrete Sampling and Testing services for the duration of the contract term.

Attached are the description of the scope of the contract and other related files.

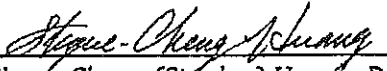
If you desire to be considered for the professional services outline above, please submit your written proposal addressed to:

Stanley Huang, Municipal Engineer  
Division of Architecture, Engineering, Traffic, and Transportation  
ATTN: Concrete Sampling and Testing for 2015 RFP  
13-15 Linden Ave East  
Jersey City, NJ 07305

This proposal must be submitted with one original and one copy in letter format (8 ½" x 11"), along with an emailed PDF version, no later than April 25, 2015.

If you have any other questions or would like to request additional information, please feel free to call us at (201) 547-4411 or (201) 547-4412.

Sincerely yours,

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

CC: Brian Weller, Director, Div. of Architecture and Engineering  
Greg Corrado, Assistant Business Administrator



THE CITY OF JERSEY CITY  
 DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

CONCRETE SAMPLING AND TESTING FOR 2015 RFP  
 SCHEDULE OF PRICES

Consultant: Key-Tech  
 Address: 210 Maple Place  
Keyport, NJ 07735

| <u>ITEM NUMBER</u> | <u>ITEM</u>                                                                                                                                       | <u>SUM</u>          |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| ITEM NO. 1         | COST PER TRIP<br>60 trips @ \$ <u>320</u> per trip<br><u>Three Hundred and Twenty Dollars 00/100</u><br>(Write Unit Price)                        | \$ <u>19,200.00</u> |
| ITEM NO. 2         | COST PER CYLINDER TEST<br>6 cylinders per trip = 360 cylinders @ \$ <u>15</u> per cylinder<br><u>Fifteen Dollars 00/100</u><br>(Write Unit Price) | \$ <u>5,400.00</u>  |
| ITEM NO. 3         | COST PER PICKUP TRIP<br>50 pickup trips @ \$ <u>100</u> per pickup trip<br><u>One Hundred Dollars 00/100</u><br>(Write Unit Price)                | \$ <u>5,000.00</u>  |
| TOTAL              |                                                                                                                                                   | \$ <u>29,600.00</u> |



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND 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

**April 13, 2015**

**Subject: Request for Proposal  
Concrete Sampling and Testing for 2015**

**Location: The City of Jersey City**

**To: Vanessa L. Holman  
Craig Testing Laboratories  
5439 Harding Highway, PO Box 427  
Mays Landing, NJ 08330**

The City of Jersey City ("the City") Division of Architecture, Engineering, Traffic, and Transportation is requesting proposals for Concrete Sampling and Testing for 2015. The City performs numerous road repairs each year and is mandated to perform sample testing on the materials used. The City, therefore, requires professional services of a private testing laboratory firm to perform testing of Concrete for The City of Jersey City, pursuant to New Jersey Department of Transportation (NJDOT) specifications and the American Association of State Highway Transportation (AASHTO) procedures, for the contract term ending December 31, 2015.

For concrete sampling and testing, the laboratory must also be approved by the American Association of State Highway Transportation (AASHTO) Material Reference Laboratory, and the technician who performs the testing must be certified by the American Concrete Institute (ACI) as a Concrete Field Testing Technician. The work shall consist of observing mixing and replacement of concrete, conducting slump tests, monitoring air test temperatures, fabrication 6-inch by 12-inch (6"x12") test cylinders, and checking yield as required. Work shall also consist of capping, curing, testing, and reporting results of test cylinders, and collecting and transporting test cylinders.

The following number of core samples and tests are required: minimum of six (6) core samples per site, potentially more on demand.

In the RFP for Concrete Sampling and Testing, cost estimates should be listed as per trip (@ 60 trips), per cylinder (@ 6 cylinders per trip, total 360 cylinders), per pickup trip (@ 50 pickup trips), and as a grand total in the attached form. Please note that these are merely reference amounts and that they are not definitive. The actual number of cylinders taken and trips required may vary during the contract term; the unit prices, however, shall hold. The award of a contract does not guarantee that the City will require Concrete Sampling and Testing services for the duration of the contract term.

Attached are the description of the scope of the contract and other related files.

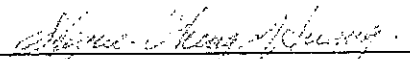
If you desire to be considered for the professional services outline above, please submit your written proposal addressed to:

Stanley Huang, Municipal Engineer  
Division of Architecture, Engineering, Traffic, and Transportation  
ATTN: Concrete Sampling and Testing for 2015 RFP  
13-15 Linden Ave East  
Jersey City, NJ 07305

This proposal must be submitted with one original and one copy in letter format (8 ½" x 11"), along with an emailed PDF version, no later than **April 25, 2015**.

If you have any other questions or would like to request additional information, please feel free to call us at (201) 547-4411 or (201) 547-4412.

Sincerely yours,

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

CC: Brian Weller, Director, Div. of Architecture and Engineering  
Greg Corrado, Assistant Business Administrator

**THE CITY OF JERSEY CITY  
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**CONCRETE SAMPLING AND TESTING FOR 2015 RFP  
SCHEDULE OF PRICES**

**Consultant:** Craig Testing Laboratories, Inc.  
**Address:** 5439 Harding Highway  
P.O. Box 427  
Mays Landing, New Jersey 08330

RECEIVED  
 15 APR 2015 PM 3:15  
 CITY OF JERSEY CITY  
 DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

| <u>ITEM NUMBER</u> | <u>ITEM</u>                                                                                                                                                    | <u>SUM</u>          |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| ITEM NO. 1         | COST PER TRIP<br>60 trips @ \$ <u>325.00</u> per trip<br><u>Three-hundred-twenty-five dollars and no cents</u><br>(Write Unit Price)                           | \$ <u>19,500.00</u> |
| ITEM NO. 2         | COST PER CYLINDER TEST<br>6 cylinders per trip = 360 cylinders @ \$ <u>24.00</u> per cylinder<br><u>Twenty-four dollars and no cents</u><br>(Write Unit Price) | \$ <u>8,640.00</u>  |
| ITEM NO. 3         | COST PER PICKUP TRIP<br>50 pickup trips @ \$ <u>50.00</u> per pickup trip<br><u>Two-thousand-five-hundred dollars and no cents</u><br>(Write Unit Price)       | \$ <u>2,500.00</u>  |
| <b>TOTAL</b>       |                                                                                                                                                                | \$ <u>30,640.00</u> |



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND 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

**April 13, 2015**

**Subject: Request for Proposal  
Concrete Sampling and Testing for 2015**

**Location: The City of Jersey City**

**To: Orhun Sor  
SOR Testing Laboratories, Inc.  
98 Sand Park Road  
Cedar Grove, NJ 07009**

The City of Jersey City ("the City") Division of Architecture, Engineering, Traffic, and Transportation is requesting proposals for Concrete Sampling and Testing for 2015. The City performs numerous road repairs each year and is mandated to perform sample testing on the materials used. The City, therefore, requires professional services of a private testing laboratory firm to perform testing of Concrete for The City of Jersey City, pursuant to New Jersey Department of Transportation (NJDOT) specifications and the American Association of State Highway Transportation (AASHTO) procedures, for the contract term ending December 31, 2015.

For concrete sampling and testing, the laboratory must also be approved by the American Association of State Highway Transportation (AASHTO) Material Reference Laboratory, and the technician who performs the testing must be certified by the American Concrete Institute (ACI) as a Concrete Field Testing Technician. The work shall consist of observing mixing and replacement of concrete, conducting slump tests, monitoring air test temperatures, fabrication 6-inch by 12-inch (6"x12") test cylinders, and checking yield as required. Work shall also consist of capping, curing, testing, and reporting results of test cylinders, and collecting and transporting test cylinders.

The following number of core samples and tests are required: minimum of six (6) core samples per site, potentially more on demand.

In the RFP for Concrete Sampling and Testing, cost estimates should be listed as per trip (@ 60 trips), per cylinder (@ 6 cylinders per trip, total 360 cylinders), per pickup trip (@ 50 pickup trips), and as a grand total in the attached form. Please note that these are merely reference amounts and that they are not definitive. The actual number of cylinders taken and trips required may vary during the contract term; the unit prices, however, shall hold. The award of a contract does not guarantee that the City will require Concrete Sampling and Testing services for the duration of the contract term.

Attached are the description of the scope of the contract and other related files.

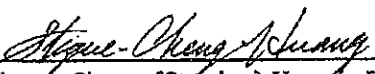
If you desire to be considered for the professional services outline above, please submit your written proposal addressed to:

Stanley Huang, Municipal Engineer  
Division of Architecture, Engineering, Traffic, and Transportation  
ATTN: Concrete Sampling and Testing for 2015 RFP  
13-15 Linden Ave East  
Jersey City, NJ 07305

This proposal must be submitted with one original and one copy in letter format (8 ½" x 11"), along with an emailed PDF version, no later than **April 25, 2015**.

If you have any other questions or would like to request additional information, please feel free to call us at (201) 547-4411 or (201) 547-4412.

Sincerely yours,

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

CC: Brian Weller, Director, Div. of Architecture and Engineering  
Greg Corrado, Assistant Business Administrator

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am James J. McCarthy, Vice President  
of the firm of Key-Tech

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) James J. McCarthy  
Doreen F. Anzivino  
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY May 5 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) **DOREEN F. ANZIVINO**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: 20 17 Monmouth County My Commission Expires 11/30/2017

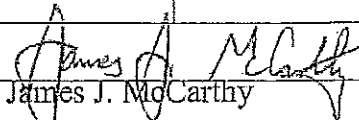
(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**PUBLIC DISCLOSURE INFORMATION**

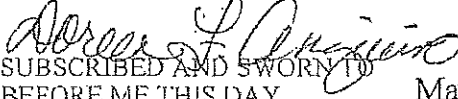
Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name               | Address                           | % owned |
|--------------------|-----------------------------------|---------|
| Richard W. Strazza | 18 Toad Lane<br>Ringoes, NJ 08551 | 100%    |
|                    |                                   |         |
|                    |                                   |         |
|                    |                                   |         |
|                    |                                   |         |

SIGNATURE :   
James J. McCarthy

TITLE: Vice President

  
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY May 5 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) **DOREEN F. ANZIVINO**  
NOTARY PUBLIC OF Trentonmouth County NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: 2017 My Commission Expires 11/30/2017

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



American Association of State Highway and Transportation Officials  
AASHTO Accreditation Program - Certificate of Accreditation

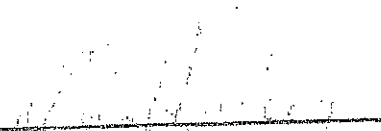
This is to signify that

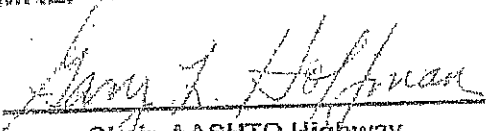
**Key-Tech**

Keyport, New Jersey

has demonstrated proficiency for the testing of construction materials  
and has met the minimum requirements in AASHTO R18  
set forth by the AASHTO Highway Subcommittee on Materials.

The scope of accreditation can be obtained by viewing  
the AAP Directories of Accredited Laboratories ([www.amrl.net](http://www.amrl.net))  
or by contacting AMRL.

  
Executive Director

  
Chair, AASHTO Highway  
Subcommittee on Materials



**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name               | Address                           | % owned |
|--------------------|-----------------------------------|---------|
| Richard W. Strazza | 18 Toad Lane<br>Ringoes, NJ 08551 | 100%    |
|                    |                                   |         |
|                    |                                   |         |
|                    |                                   |         |
|                    |                                   |         |

SIGNATURE: *James J. McCarthy*  
James J. McCarthy

TITLE: Vice President

*Doreen F. Anzivino*  
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY May 5 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Doreen F. Anzivino  
NOTARY PUBLIC OF Trenton COUNTY, NEW JERSEY  
MY COMMISSION EXPIRES: 20 17 My Commission Expires 11/30/2017

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

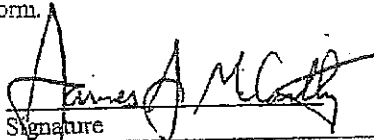
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | Key-Tech        |        |       |
| Address:     | 210 Maple Place |        |       |
| City:        | Keyport         | State: | NJ    |
|              |                 | Zip:   | 07730 |

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.

 James J. McCarthy Vice President  
Signature Printed Name Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| NONE             | NONE           |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

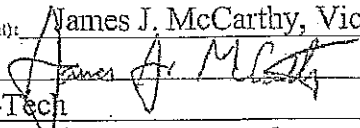
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): James J. McCarthy, Vice President  
Representative's Signature:   
Name of Company: Key-Tech  
Tel. No.: 732-888-8308 Date: 05-26-15

**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 Key-Tech (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 Key-Tech (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity:

Signed James J. McCarthy Title: Vice President  
Print Name James J. McCarthy Date: 5/5/15

Subscribed and sworn before me  
this 5th day of May, 2015.

My Commission expires 11/30/17

Seal Doreen F. Anzivino

(Affiant)  
James J. McCarthy, VP  
(Print name & title of affiant) (Corporate)  
DOREEN F. ANZIVINO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/30/2017

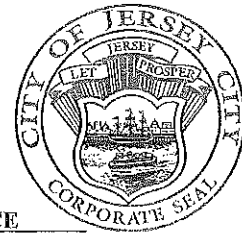
**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

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

City Clerk File No. Res. 15.392

Agenda No. 10.7.12

Approved: MAY 27 2015



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE**

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

**WHEREAS**, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the official tax maps of the City of Jersey City (City); and

**WHEREAS**, the newly certified tax maps will be maintained in digital format as opposed to paper or mylar copies; and

**WHEREAS**, due to the complexity and size of the tax map project, the certified maps reflect data up to October 2006; and

**WHEREAS**, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(d) authorizes the City to award a contract without public advertising for bids if the contract is for the furnishing of tax maps; and

**WHEREAS**, the City informally solicited quotations and received quotations from Civil Solutions and T&M Associates in the amount of \$110,170.00 on December 22, 2014.

**WHEREAS**, Civil Solutions submitted a proposal in the amount of \$110,170.00 to update the City's digital tax maps; and

**WHEREAS**, Civil Solutions has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

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

**WHEREAS**, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.4 et seq., Civil Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Civil Solutions has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit the Civil Solutions from making any reportable contributions through the term of the contract; and

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

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

**WHEREAS**, funds in the amount of \$5,000.00 are available in the 2015 fiscal year temporary budget in Account No. 2015-01-201-20-150-312;

City Clerk File No. Res. 15.392

Agenda No. 10.Z.12

TITLE: MAY 27 2015

**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, in substantially the form of the attached, with Civil Solutions for providing maintenance in a digital format of the City's tax maps for a total contract amount not to exceed **\$110,170.00**;
2. The contract term shall be for 12 months commencing on January 1, 2015 through December 31, 2015.
3. This agreement is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(d);
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 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget;
5. The award of this contract shall be subject to the condition that Civil Solutions provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
6. 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; and
7. Upon certification by an official of 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.

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$5,000.00 are available in Account No. 2015-01-201-20-150-312

PO number: 117210

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 2-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.27.15</u> |     |     |      |               |        |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMEN      | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]

Rolando R. Lavarro, Jr., President of Council

[Signature]

Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

Resolution Authorizing An Agreement With Civil Solutions To Perform Digital Tax Map Maintenance

**Project Manager**

|                     |                                         |                 |
|---------------------|-----------------------------------------|-----------------|
| Department/Division | Office of the City Assessor<department> | Assessment      |
| Name/Title          | Ed Toloza                               | Assessor        |
| Phone/email         | Ext. 4707                               | Edward@jcnj.org |

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

**Contract Purpose**

The Jersey City's current tax map is in a digital format to meet the demands of computerization. This map needs to be updated and maintained at all time to preserve its usefulness.

**Cost (Identify all sources and amounts)**

\$110,170.00

**Contract term (include all proposed renewals)**

One Year

Type of award fair/open

If "Other Exception", enter type n/a

**Additional Information**

none

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

April 6, 2015  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC.  
**Trade Name:** CIVIL SOLUTIONS  
**Address:** 850 S WHITE HORSE PIKE  
HAMMONTON, NJ 08037-2019  
**Certificate Number:** 0066374  
**Effective Date:** July 09, 1974  
**Date of Issuance:** January 27, 2014

**For Office Use Only:**  
20140127143120958

AGREEMENT

AGREEMENT made this 15<sup>th</sup> day of April, 2015 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Adams, Rehman, and Heggan Associates, Inc. t/a Civil Solutions, 850 South White Horse Pike, P.O. Box 579, Hammonton, New Jersey 08037-2019 (hereinafter referred to as "Consultant").

**WHEREAS**, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the City's official tax maps; and

**WHEREAS**, the certified tax maps will be maintained in digital format as opposed to paper or mylar copies; and

**WHEREAS**, due to the complexity and size of the tax map project, the certified maps reflect data up to October 2006; and

**WHEREAS**, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

**WHEREAS**, Consultant submitted a proposal in the amount of \$110,170.00 to update the City's digital tax maps; and

**NOW THEREFORE**, this Agreement was authorized by Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2015.

**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 update and maintain the City's official tax maps.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Proposal prepared by Consultant dated December 22, 2014 which is attached hereto and incorporated herein by reference (Exhibit A), 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, the provisions of this Agreement shall govern over the provisions of Exhibit A.

2. Such described services shall be performed during a period of twelve (12) months, commencing on January 1, 2015.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced 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 in the industry.

### 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 \$110,170.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Tax Assessor. 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 the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

### ARTICLE V Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. **Comprehensive General Liability:** including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. **Professional Liability Insurance:** covering as insured the Consultant with not less than one 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.

C. **Automobile Liability Coverage:** covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. **Workmen's Compensation Insurance:** benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI  
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VII  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VIII  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE IX  
Counter-parts

This Agreement shall be executed in 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 X  
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 XI  
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

ARTICLE XII  
Indulgences

Neither the failure nor any delay on the 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 XIII  
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Adams, Rehmann & Heggan Assoc, Inc. t/a  
Civil Solutions  
Attn: Richard S. Rehmann

City of Jersey City  
Attn: Robert Kakoleski  
Business Administrator

ARTICLE XIV  
New Jersey Business Registration Requirements

The Consultant shall provide written notice to its subConsultants of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subConsultant or supplier used in the fulfillment of the contract, or shall attest that not subConsultants were used.

For the term of the contract, the contractor and each of its affiliates and a subconsultant and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property 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 XV

##### City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that 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 XVI

##### Political Contribution 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 of 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, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

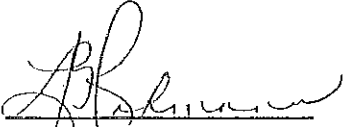
CITY OF JERSEY CITY

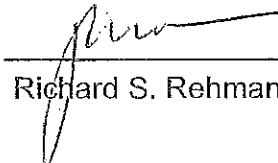
\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
Business Administrator

ATTEST:

ADAMS, REHMAN, AND HEGGAN  
ASSOCIATES, INC. T/A CIVIL  
SOLUTIONS

  
\_\_\_\_\_  
Loretta G. Rehmann, Secretary

  
\_\_\_\_\_  
Richard S. Rehmann, President

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Loretta G. Rehmann, Secretary

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

Name of Company: Adams, Rehmann & Heggan Assoc. Inc. t/a Civil Solutions

Tel. No.: 800-924-0482

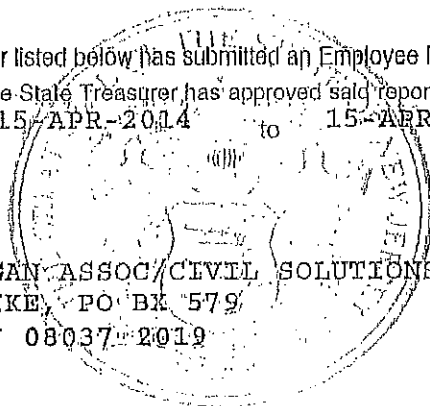
Date: 4/15/15

# 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-APR-2014~~ to ~~15-APR-2017~~

ADAMS, REHMANN & HEGGAN ASSOC/CIVEL SOLUTIONS  
850 S. WHITE HORSE PIKE, PO BX 579  
HAMMONTON NJ 08037-2019



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

Andrew P. Sidamon-Eristoff  
State Treasurer

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

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

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

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

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

Representative's Name/Title Print): Loretta G. Rehmann, Secretary

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

Name of Company: Adams, Rehmann & Heggan Assoc. t/a Civil Solutions

Tel. No.: 800-924-0482 Date: 4/15/15

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

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

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

Business Name : Adams, Rehmann & Heggan Assoc. Inc. t/a Civil Solutions  
Address : 850 S. White Horse Pike, PO Box 579, Hammonton, NJ 08037  
Telephone No. : 800-924-0482  
Contact Name : Loretta G. Rehmann

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.

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

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

<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions:**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

*"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)*

**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 |
|------------------------------|--------------|
| See Attached                 | See Attached |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**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: Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions

Signed: [Signature] Title: President

Print Name: Richard Rehmann Date: 4/14/2015

|                                                                                  |                                                                                          |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>14</u> day of <u>April</u> , 20 <u>15</u> | <u>[Signature]</u><br>(Affiant)                                                          |
| My Commission expires: <u>[Signature]</u>                                        | Loretta Rehmann, Corporate Secretary<br>(Print name & title of affiant) (Corporate Seal) |

**GINA M MERTIS**  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 07/21/19





**Civil Solutions**  
a division of *arh*

**OWNERSHIP DISCLOSURE**

**Civil Solutions**  
*a division of*  
**Adams, Rehmann & Heggan Assoc., Inc.**

| <u>Name</u>        | <u>Home Address</u>                           | <u>Office</u>               | <u>%<br/>Ownership</u> | <u>Date of<br/>Birth</u> |
|--------------------|-----------------------------------------------|-----------------------------|------------------------|--------------------------|
| Richard S. Rehmann | 875 Central Avenue<br>Hammonton, NJ 08037     | President                   | 55%                    | 12/31/1969               |
| Chris R. Rehmann   | 150 Golden Eagle Drive<br>Hammonton, NJ 08037 | Chairman<br>of the<br>Board | 20%                    | 06/22/1940               |
| Richard A. Heggan  | 9 Moss View Lane<br>Hammonton, NJ 08037       | Vice<br>President           | 15%                    | 09/06/1946               |
| Robert R. Heggan   | 10 Spruce Drive<br>Medford, NJ 08055          | Vice<br>President           | 10%                    | 05/02/1941               |

n:\admin\financial certs & disclosures\ownership disclosure-civil.docx

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

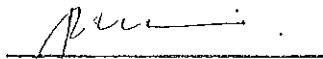
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions |        |    |      |       |
| Address:     | 850 South White Horse Pike                                   |        |    |      |       |
| City:        | Hammonton                                                    | State: | NJ | Zip: | 08037 |

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.

|                                                                                                |                                 |                    |
|------------------------------------------------------------------------------------------------|---------------------------------|--------------------|
| <br>Signature | Richard Rehmann<br>Printed Name | President<br>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 |
|-----------------------------|----------------|------|---------------|
| No Reportable Contributions | N/A            | N/A  | \$ N/A        |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |
|                             |                |      |               |

Check here if the information is continued on subsequent page(s)

(REVISED 10/2011)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

✓Certificate of Employee Information Report

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

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

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

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

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

**Representative's Name/Title (Print):** Richard Rehmann, President

**Representative's Signature:** 

**Name of Company:** Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions

**Tel. No.:** 609-561-0482      **Date:** 4/14/2015



**Civil Solutions**  
a division of *arh*

January 29, 2015

Anita Martinez  
Jersey City Tax Office  
280 Grove Street Room 116  
Jersey City, NJ 07302

Simplifying GIS  
through Innovation

Re: Political Contribution Form  
CS # 14.0797

Dear Ms. Martinez

As per your email request to Don Smith, I am enclosing herein the original signed and sealed documents. I trust that you will find them in order. However, if you need anything additional, please do not hesitate to call me at 800-924-0482 x 100 or email me at [lrehm@arh-us.com](mailto:lrehm@arh-us.com). I look forward to working with you.

Geospatial System Design  
Systems Integration  
Application Development  
Digital Mapping  
Database Administration  
.NET & Java Coding  
ArcGIS Server Support  
Software & Training  
Technical Support

Sincerely,

  
Loretta G. Rehmann  
Corporate Secretary

850 S White Horse Pike  
PO Box 579  
Hammonton, NJ  
08037-2019  
Tel 800.924.0482  
Fax 609.704.8011

Enclosure

[www.civilsolutions.biz](http://www.civilsolutions.biz)

Serving New Jersey's  
GIS Community from:

Hammonton, NJ  
Newark, NJ  
Bloomfield, NJ

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

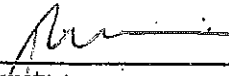
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | Civil Solutions, A division of ARH Associates |        |       |
| Address:     | 850 S. White Horse Pike, PO Box 579           |        |       |
| City:        | Hammonton                                     | State: | NJ    |
|              |                                               | Zip:   | 08037 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

  
Signature Richard Rehmann President

Printed Name Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name      | Recipient Name | Date | Dollar Amount |
|-----------------------|----------------|------|---------------|
| NO CONTRIBUTIONS MADE |                |      | \$            |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |
|                       |                |      |               |

Check here if the information is continued on subsequent page(s)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

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

*CITY OF JERSEY CITY*

**Part I – Vendor Affirmation**

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

|                                       |                                    |
|---------------------------------------|------------------------------------|
| 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 |
|------------------------------|--------------|
| NO CONTRIBUTIONS MADE        |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

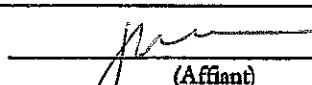

**Part 3 – Signature and Attestation:**

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: Civil Solutions, A division on ARH Associates

Signed: \_\_\_\_\_ Title: President

Print Name: Richard Rehmann Date: 1/28/15

|                                                                                                            |                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>28</u> day of <u>January</u> , 20 <u>15</u>                         | <br>_____<br>(Affiant)<br><u>Richard Rehmann, President</u><br>(Print name & title of affiant) (Corporate Seal) |
| My Commission expires:  |                                                                                                                                                                                                     |

GINA M MERTIS  
 NOTARY PUBLIC OF NEW JERSEY  
 COMMISSION EXPIRES 07/21/19

**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 Civil Solutions, A division of ARH Associates (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** 1/28/2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Civil Solutions, A division of ARH Associates (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: Civil Solutions, A division of ARH Associates

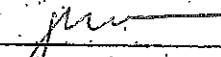
Signed:  Title: President

Print Name: Richard Rehmann Date: 1/28/2015

Subscribed and sworn before me  
this      day of     , 2    .

My Commission expires:



  
(Affiant)  
Richard Rehmann, President  
(Print name & title of affiant) (Corporate Seal)

**GINA M. MERTIS  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 07/21/19**

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



December 22, 2014



Mr. Eduardo Toloza  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

Re: City of Jersey City  
Tax Map Maintenance Proposal  
ARH #2014.0797

Eduardo:

Thank you for the opportunity to submit this price quotation for your review. We developed the scope, schedule and pricing from our previous maintenance work with your Tax Map, our discussions with the City, and our experience with other similar municipalities.

Simplifying GIS  
through Innovation

Maintaining a municipal Tax Map falls under the statutory requirements of N.J.A.C. 18:23A-1.1(a)10. The State requires the seal, signature, and license number of the New Jersey Licensed Land Surveyor revising the tax map to be affixed under the following certification:

Geospatial System Design  
Systems Integration  
Application Development  
Digital Mapping  
Database Administration  
.NET & Java Coding  
ArcGIS Server Support  
Software & Training  
Technical Support

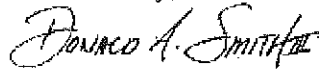
*"I hereby certify that this map has been revised under my immediate supervision, and complies with the laws of the State of New Jersey"*

Civil Solutions currently has on staff eight (8) licensed Land Surveyors, three of whom are among the owners of the firm. In this respect we are eminently prepared and qualified to perform the tasks required. We will designate a Surveyor of Record for the City's Tax Map to comply with the State's regulations.

850 S. White Horse Pike  
P.O. Box 579  
Hammonton, NJ  
08037-2019  
Tel (800) 924-0482  
Fax (609) 704-8011

After a diligent and thorough evaluation of this project and its intended objectives, and after giving careful consideration to the potential obstacles and challenges that lie before us, we believe the proposal that we are submitting is both practical and cost effective. I hope you agree.

[www.civilsolutions.biz](http://www.civilsolutions.biz)

Sincerely,  
  
Donald A Smith III  
Production Manager

Serving New Jersey's  
GIS Community from:

Enclosures

Hammonton, NJ  
Newark, NJ

cc: Richard Rehmann, VP  
Charles Atkinson, PLS



## **Proposal for Tax Map Maintenance**

### **City of Jersey City**

#2014.0797

#### Background

Civil Solutions, a division of ARH, provided consulting and quality control services during the development of a State certified Tax Map for the City of Jersey City. That map was certified by the State in 2009 and showed conditions as of October 2006. The project included changes to the block and lot numbering and the establishment of cadastral, planimetric and topographic GIS layers. Since the Tax Map's date of last revision, there have been numerous updates to the tax assessment records that have not yet been incorporated in the approved Tax Map. This proposal presents our strategy to bring the Tax Map current with the City's tax assessment data (MOD IV), remedy latent issues now discovered with the map, and restart the City's Enterprise GIS. There are a number of issues involved with that process, and we will diligently execute our plan, adjusting where needed to account for new issues, concerns and revelations.

The work proposed is a professional service governed by N.J.A.C. 18:23A-1.1(a)10. We will comply with these regulations and meet the standards of practice for Tax Mapping. *All work will be supervised by a NJ Professional Land Surveyor.*

The City's GIS parcels are a digital representation of the City's Tax Map. Thus, the changes to the GIS are directly reliant on the Tax Map. It is essential that changes to the Tax Map are documented and passed through to the GIS on a regular and reliable basis. The users of the GIS, both internal and external to the City, consume the data with the expectation that it is correct, current, and complete. Civil Solutions will ensure that this process occurs.

#### Technical Scope

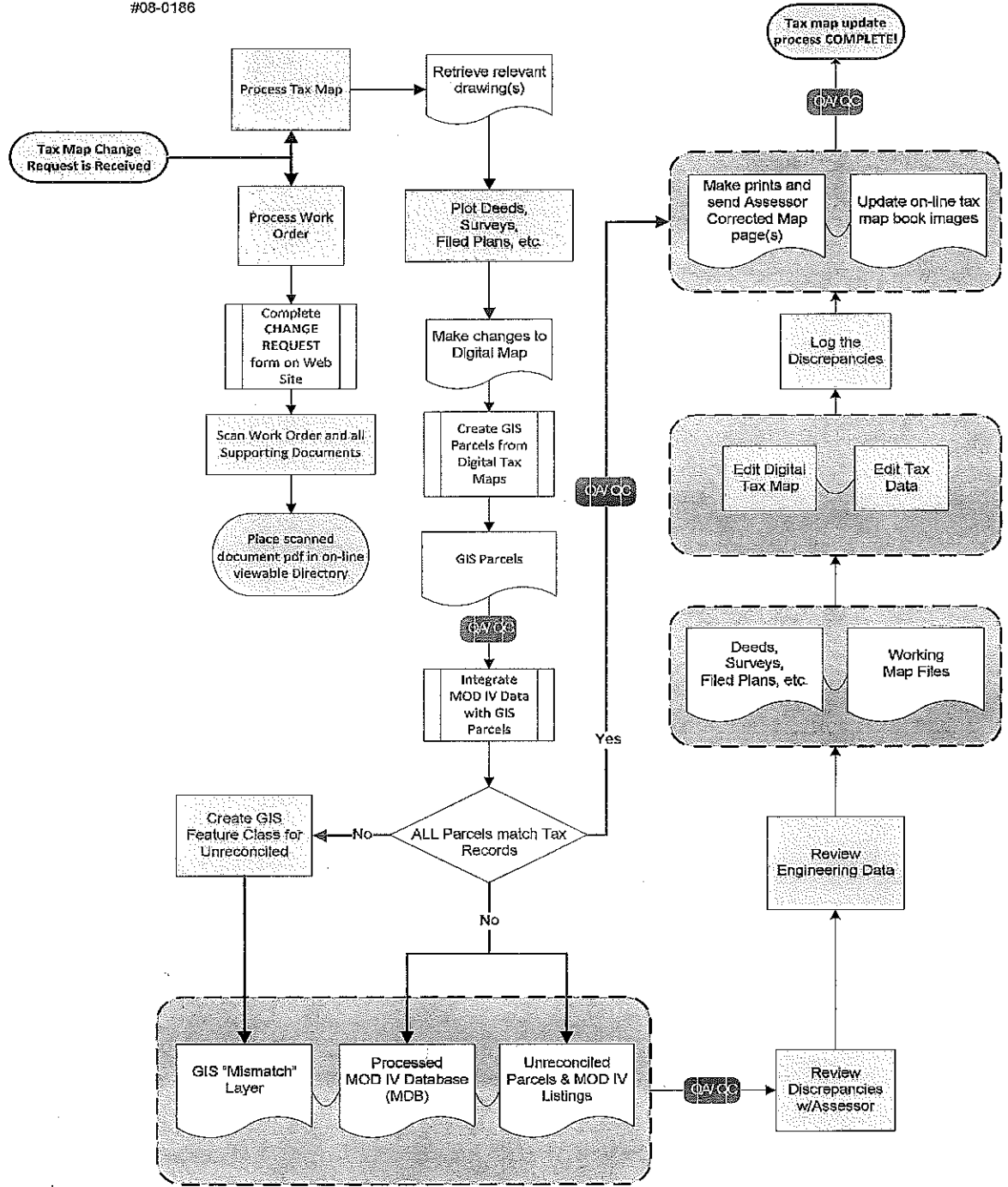
The City's Tax Map is managed by the Tax Assessor with the assistance of the City Engineer. Relevant records are held by each, and we recognize that there is a level of coordination required for the successful implementation of our proposed project.

Our immediate goal is to get the digital tax map synchronized with the tax assessment data. We need to establish a baseline from which changes can be evaluated and made. I want to stress that we are not discounting the information managed by Engineering or provided by the tax map development firm. In past projects, we have gained significant clarity by establishing the tax assessment baseline first.

The next page illustrates a flow chart process for our work which is described in more detail in the following pages.



**City of Jersey City**  
**Tax Map Maintenance Process**  
#08-0186





The flow chart illustrates the methodology Civil Solutions has developed, refined, adopted, and applies to all of our tax map maintenance projects (currently 39). Our systematic process has an explicit start point and proceeds step by step to the finished task. Here is a brief explanation of the steps we perform.

**1) Establish a Firm Starting Point**

- a) Create GIS parcels from the digital tax maps
- b) Integrate the current tax data with the GIS parcels

**2) Tax Data Reconciliation**

- a) Produce a tax map to tax data unreconciled listing
  - i) Review listing with the Tax Assessor
- b) Make changes as necessary to the digital tax map
- c) Make changes as necessary to the tax assessment data (*requires Tax Assessor effort to complete*)
- d) Document changes

**3) Review Engineering Data**

- a) Document and gather relevant source information from Engineering
- b) Document Changes Based on Engineering data

**4) Establish a Tax Map Maintenance Protocol**

- a) Based on current processes, augmented for digital mapping and GIS
- b) Implement Tax Map Change Request Form
- c) Utilize work order-type system for documentation
- d) Cyclic Verification
  - i) Create GIS parcels from the revised digital tax maps
  - ii) Integrate the new, current tax data with the GIS parcels
  - iii) Verify matching is maintained

The outline above is general, covering the critical path items. The following bullets provide additional explanation for our production method

- **Source Documents.** Civil Solutions recommends a controlled and written procedure for source document collection related to any data maintenance effort. The sources may include deeds, filed plans, surveys, tax map mark-ups, MOD IV records, and general notes. Each source will be associated with a particular action.



- **Map Modifications.** Each map modification requested by the City and documented with the appropriate supporting materials will be made through our internal production work order system. Each action will be tracked in a digital form and thus can be searched and viewed if needed. With the volume of mapping that we perform, our work order system certainly helps maintain order, schedules, and quality.

Our digital, web-based work order management system facilitates the entire tax map change process. Establishing each work order starts the tracking process. The documentation of each change, as well as the corresponding sources, ensures a complete set of resources for each modification. The work order listing gives everyone a complete view of the change status and history in real time. Finally, the correlation of each change request to the sources and final map products documents each action and is searchable for future investigations. Civil Solutions offers to make our work order management system available to the City to enhance the communication and management of the entire process.

We have developed a "Tax Map Change Request Form" which has proven to be effective both to document the actions to be performed and explain why an action was performed. A sample of our *Internet accessible* "Change Request" is shown below.

JERSEY CITY COMMUNICATION CENTER

| Website | Map & Data | Filing & Request | Bill on Summary | Reports | Map Viewer (APV) | Tax Records | Tools | GIS & Database | Contact Us |
|---------|------------|------------------|-----------------|---------|------------------|-------------|-------|----------------|------------|
|---------|------------|------------------|-----------------|---------|------------------|-------------|-------|----------------|------------|

Tax Map Change Request Form

|                 |          |                                        |  |  |  |  |                                                                                                                                                     |  |  |
|-----------------|----------|----------------------------------------|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| mapidpath*      | 00000000 | Full description of the tax map change |  |  |  |  |                                                                                                                                                     |  |  |
| Year*           | 2004     |                                        |  |  |  |  |                                                                                                                                                     |  |  |
| workorder*      | 00000000 | workorder                              |  |  |  |  |                                                                                                                                                     |  |  |
| type*           | 00000000 | type                                   |  |  |  |  |                                                                                                                                                     |  |  |
| change page*    |          | File Map Number                        |  |  |  |  |                                                                                                                                                     |  |  |
| new map page    |          | Effective Date                         |  |  |  |  |                                                                                                                                                     |  |  |
| old map*        |          | County Filing Record File Number       |  |  |  |  |                                                                                                                                                     |  |  |
| old map*        |          | Send Book                              |  |  |  |  |                                                                                                                                                     |  |  |
| new map         |          | Send Page                              |  |  |  |  |                                                                                                                                                     |  |  |
| modified map*   |          | Review                                 |  |  |  |  | <input type="checkbox"/> Pending<br><input type="checkbox"/> Requested<br><input type="checkbox"/> In Progress<br><input type="checkbox"/> Accepted |  |  |
| Requester       |          | Business Reference                     |  |  |  |  |                                                                                                                                                     |  |  |
| Requester       |          | Verification Code                      |  |  |  |  |                                                                                                                                                     |  |  |
| type of change* |          |                                        |  |  |  |  |                                                                                                                                                     |  |  |

- Change Address
- Change Parcel ID
- Location Adjustment
- Street Addition
- Street Renaming
- Map Error
- Misc
- Consolidation
- Street Name or Change
- Other
- Other



Once the form is filled out and sent to us with supporting documentation we begin our process. The form can be delivered either digitally over the Internet, or it can be sent hardcopy via fax, mail, or Civil Solutions courier. It is not always possible to provide source documentation such as subdivision maps electronically or by fax in which case physical means must be employed.

We anticipate receiving the initial backlog of source documents from the City's Tax Assessor in bulk format. We will enter each "Work Order" into the system as we process the work, saving the City time and getting our production crew working as quickly as possible. We will provide a transfer mechanism (most likely courier) for these initial documents at a frequency acceptable to the City. We assume that all source documents are available to us at no cost.

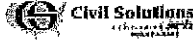
Subsequent individual requests for map changes would be received as they are issued using our standard form. It is our understanding that only map change transactions will be supplied to Civil Solutions.

Map modifications made through our standard methodology will be processed to directly update the City's GIS parcel layer and other related cadastral data. The new data will then be correlated with the City's current MOD IV tax assessment data, producing a reconciliation listing for subsequent QC review.

- **Quality Control.** Quality Control (QC) is carried out through both peer and manager level reviews forming a redundant cycle to ensure the highest level of quality. Additional QC will be performed during the GIS parcel updates and subsequent tax data integration steps. We envision a significant level of interaction with the City personnel throughout the project which will enhance the overall project QC.
- **Map & Data Transfer.** Each map will be stored in digital format and made available to the City through our FTP server, as well as supplied on CD-ROM at the end of the project. Each map will be stored in both PDF image and AutoCAD DWG format. Civil Solutions will make the files available to the City at their request. In addition, we will allow the City direct and real time access to the PDF files of each tax map through our Internet-based work order management system.

Once a tax map maintenance agreement is reached, Civil Solutions will establish a Tax Map Maintenance access page for the City. The page will be accessible to any authorized Jersey City employee on a 24 hour a day, seven day a week basis, with the exception of normal maintenance. The entry portal page for the site will look similar to the one shown on the following page.



**JERSEY CITY** COLLABORATION CENTER 

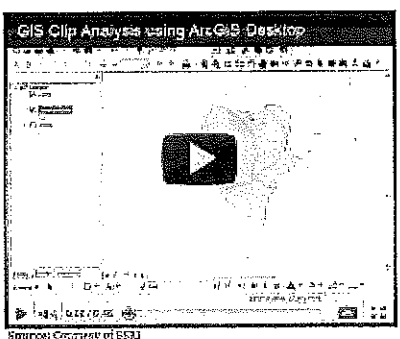
---

Welcome [Home & Data](#) | [Change Request](#) | [Billing Summary](#) | [Reports](#) | [Map Viewer](#) | [IDV](#) | [Tax Records](#) | [e204](#) | [Other Resources](#) | [Contact Us](#)

**BULLETIN**  
Tuesday, April 05, 2011

- [Digital Tax Maps](#): New sheets have been added for review.
- [e204](#): Check out the new tab e204 to review the validity match report!
- [Other Resources](#): A link to download the IDV help document added.

**Tip of the Day:**



Source: Courtesy of ESRI

Some of the major features are listed in the center of the page as shown above. Each underscored item on the entry page is hyperlinked to take one to a specific application page.

Clicking on the [Change Request](#) hyperlink will bring up the change request form shown on page 5.

Clicking on the [Billing Summary](#) hyperlink will bring up a page showing a historical listing of individual Work Order requests. Each work order line in the listing is hyperlinked to an image of the specific work order, as well as to an image of the Tax Map that it references.



Welcome | Maps & Data | Change Request | **Billing Summary** | Reports | Map Viewer | LDV | Tax Records | ezM4 | Other Resources | Contact Us

Billing Summary

Search:  1-100 100 per page Record Count

| Status | Date | Old Map Page | Old Block | Old Lot | New Map Page | New Block | New Lot | Requested By | Type of Change | View Workorder | View Taxmap    |
|--------|------|--------------|-----------|---------|--------------|-----------|---------|--------------|----------------|----------------|----------------|
| View   | Open | 30-Mar-2011  | 6.04      | 897     | 10           | 005       | 501     | 2            | Condo          | W011-026       | View Sheet 005 |
| View   | Open | 30-Mar-2011  | 3.02      | 752     | 12           | 111       | 11102   | 10           | Condo          | W011-024       | View Sheet 111 |
| View   | Open | 30-Mar-2011  | 6.06      | 873     | 245          | 021       | 1103    | 6            | Condo          | W011-023       | View Sheet 021 |
| View   | Open | 30-Mar-2011  | 2.02      | 246     | 11           | 113       | 11303   | 33           | Condo          | W011-022       | View Sheet 113 |
| View   | Open | 30-Mar-2011  | 2.03      | 248     | N            | 113       | 11305   | 25           | Condo          | W011-021       | View Sheet 113 |
| View   | Open | 30-Mar-2011  | 5.05      | 750     | 138.A        | 030       | 2904    | 15           | Condo          | W011-020       | View Sheet 030 |
| View   | Open | 30-Mar-2011  | 1.03      | 101     | 56           | 143       | 14306   | 17           | Condo          | W011-019       | View Sheet 143 |
| View   | Open | 30-Mar-2011  | 3.02      | 409     | 3            | 126       | 12603   | 3            | Condo          | W011-018       | View Sheet 126 |
| View   | Open | 30-Mar-2011  | 4.09      | 509     | 20.AA        | 082       | 3202    | 19           | Condo          | W011-017       | View Sheet 082 |
| View   | Open | 30-Mar-2011  | 2.01      | 239     | 43           | 129       | 12901   | 20           | Condo          | W011-016       | View Sheet 129 |
| View   | Open | 30-Mar-2011  | 10.02     | 1821    | 76           | 164       | 16402   | 57           | Condo          | W011-015       | View Sheet 164 |
| View   | Open | 30-Mar-2011  | 1.09      | 70      | 68           | 143       | 14302   | 1            | Condo          | W011-014       | View Sheet 143 |
| View   | Open | 30-Mar-      | 10.05     | 1861    | 44           | 094       | 9404    | 12           | Condo          | W011-013       | View Sheet 094 |





Clicking on the [Maps & Data](#) hyperlink will bring up a page showing a selection of maps and forms that can also be accessed by selecting the indicated hyperlink.

The screenshot shows the 'Jersey City Collaboration Center' website. At the top right is the 'Civil Solutions' logo. Below the header is a navigation menu with links: Welcome, Maps & Data, Change Request, Editing Summary, Reports, Map Viewer, EIR, Tax Records, and Other Resources. The main content area is titled 'Maps and Data Depot View' and contains a table with the following data:

| Maps                 | Description                                                      | Preview | Last Modified Time   |
|----------------------|------------------------------------------------------------------|---------|----------------------|
| <a href="#">View</a> | 2009 Tax Mapbook - Current set of tax maps approved by the State |         | 09-Dec-2009 16:14:56 |
| <a href="#">View</a> | 2009 Tax Mapbook - 2009 Set of Tax Maps                          |         | 09-Dec-2009 16:15:17 |

At the bottom left of the table area, it says '\* All Times are in EST'.

Additional hyperlinks shown perform similar actions with some of them actually linking to remote web pages. The page for Jersey City can be customized to perform many of the routing internet queries done on a day to day basis.

### Project Schedule

Civil Solutions has extended a large effort into the strategy and scheduling of the proposed project. We have developed a scope that meets the immediate goals of the City while addressing longer-term GIS issues – *leading to very practical and cost effective approach*. Based on our intimate knowledge of Tax Mapping projects, GIS projects, and projects that combine *both* tax mapping and GIS production, we have anticipated the levels of effort required for the proposed project, assigned the proper personnel, and provided relevant costing.

Civil Solutions will dedicate the resources required to perform the City's Tax Map maintenance through the **end of December 2015 (FY2015)**. We will complete the edits on a monthly cycle, providing immediate access to the modified digital files through our FTP site.



## Cost Estimate

Civil Solutions continually invests in its human resources and technological capabilities to develop production protocols that improve efficiencies, reduce overall project schedules, maintain product quality, and minimize project costs. We strive to provide a solid foundation for our clients' tax mapping and GIS implementations. As our clients build their cadastral framework, we hope to develop our relationships with them as a consultant and resource, not simply a data provider.

The City's project involves three hundred five (305) tax map sheets and two hundred thirty three (233) detail sheets and six (6) key maps. The current digital tax map reflects conditions as of December 2012. We assume that the number of annual changes for 2015 will not exceed sixty (60) per month.

Civil Solutions developed its pricing on a task-by-task basis, referencing these parameters and our experience with similar projects. The following table provides the project costing breakdown:

| <b>Item</b>                                     | <b>PLS</b> | <b>SR TECH</b> | <b>Subtotal</b>   |
|-------------------------------------------------|------------|----------------|-------------------|
| <b>Tax Map Reconciliation</b>                   |            |                |                   |
| Tax Map & MOD IV reconciliation                 | 14         | 208            | \$15,060.00       |
| Complete Tax Map Edits (Coordination with City) | 68         | 1,038          | \$74,950.00       |
| <b>GIS Production Tasks</b>                     |            |                |                   |
| Update Existing Cadastral Layers                | 19         | 278            | \$20,160.00       |
| <b>Project Totals:</b>                          | <b>101</b> | <b>1,524</b>   | <b>\$ 110,170</b> |

Civil Solutions will perform the work as described on an hourly basis not to exceed **\$110,170.00**. We will invoice the City on a monthly basis for the work completed over the work period. Our pricing was developed assuming payment of our monthly invoices within 30 days of submittal and City approval.

Additionally we understand the amount of change that is ongoing in the City. In the event that we need to exceed the contract limit, we are including a monthly average cost reflecting 60 work order changes per month. This cost would be **\$9,180.00**.

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

City Clerk File No. Res. 15.393

Agenda No. 10.Z.13

Approved: MAY 27 2015

TITLE:



## RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MODIV SYSTEM

**WHEREAS**, the Tax Assessor's Office uses a proprietary computer software program known as the MODIV System for the purposes of printing and mailing of assessment cards; and

**WHEREAS**, contracts for the performance of goods or services for the support or maintenance of proprietary computer hardware and software are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the MODIV System is a proprietary computer software program and MicroSystems, Inc. provided support services to the City of Jersey City's (City) MODIV System beginning on January 01, 2015; and

**WHEREAS**, the total cost of providing the services to the City for the calendar year of 2015 is \$31,684.34; and

**WHEREAS**, funds in the amount of \$31,684.34 are available in Account No. 01-203-20-150-305; and

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

**WHEREAS**, the City's Tax Assessor has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

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

**WHEREAS**, MicroSystems has submitted a Chapter 271 Political Disclosure Statement prior to the award of this contract; and

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

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

1. A contract award in the amount of \$31,684.34 to MicroSystems, Inc. for the support of the MODIV System utilized by the Tax Assessor's Office for a term effective as of January 01, 2015 and ending on December 31, 2015 is hereby ratified;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for the support or maintenance of proprietary computer software; and

TITLE: **MAY 27 2015**

**RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MODIV SYSTEM**

- 3. The Business Entity Disclosure Certification, Chapter 271 Political Disclosure Certification, Certification of Compliance with the City's Contractor of Pay-to-Play Reform Ordinance, and the Determination of Value certification, attached hereto and incorporated herein by reference, shall be placed on file with this Resolution.

I, Donna Mauer (Donna Mauer) certified that funds in the amount of \$31,684.34 are available in Account No.:

P.O.# 117244

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel  
 Certification Required   
 Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

Resolution ratifying a contract award to MicroSystem, Inc

**Project Manager**

|                     |                       |                       |  |
|---------------------|-----------------------|-----------------------|--|
| Department/Division | Tax Assessor's Office | Tax Assessor's Office |  |
| Name/Title          | Eduardo Toloza        | Director/ Assessor    |  |
| Phone/email         | 201-547- 4804         | Edward@jcnj.org       |  |

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

**Contract Purpose**

To provide services to support the Tax Assessor's MODIV System.

**Cost (Identify all sources and amounts)**

\$31,684.34

**Contract term (include all proposed renewals)**

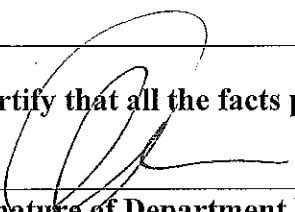
12 months

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

5/15/15  
Date

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

**Part I - Vendor Affirmation**

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

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund                  |
| Friends of Kalimah H. Ahmad             | The Election Fund of Steven Fulop      |
| Election Fund of Radames Velazquez Jr.  | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano            |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013                   |
| Friends of Nidia R. Lopez               |                                        |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address       |
|------------------------------|--------------------|
| William Raska                | 542 Berrywood Lane |
|                              | Bridgewater, NJ    |
| Denise Raska                 | "                  |
|                              |                    |
|                              |                    |
|                              |                    |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: MicroSystems-nj.com, L.L.C.

Signed: William K. Raska Title: Member

Print Name: William Raska Date: 1/9/15

|                                                             |                                                        |
|-------------------------------------------------------------|--------------------------------------------------------|
| 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: | MicroSystems-nj.com, L.L.C. |        |    |      |       |
| Address:     | 985 Route 202-206           |        |    |      |       |
| City:        | Bridgewater                 | State: | NJ | Zip: | 08807 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*William K. Raska*

Signature

William Raska

Printed Name

Member

Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that MicroSystems-nj.com (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1/9/15 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract MicroSystems-nj.com (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: MicroSystems-nj.com, L.L.C.

Signed William K. Raska Title: Member

Print Name William Raska Date: 1/9/15

Subscribed and sworn before me  
this \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_. \_\_\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

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



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

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

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

**Representative's Name/Title (Print):** William Raska

**Representative's Signature:** *William K. Raska*

**Name of Company:** MicroSystems-nj.com, L.L.C.

**Tel. No.:** 9087048862 **Date:** 1/9/15

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

The contractor and the City of Jersey City (hereafter Owner) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): William K. Raska

Representative's Signature: *William K. Raska*

Name of Company: MicroSystems-nj.com, L.L.C.

Tel. No.: 9087048862 Date: 1/9/15

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

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

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

Business Name: MicroSystems-nj.com, L.L.C.

Address: 985 Route 202/206, Bridgewater NJ

Telephone No. : 908 704 8862

Contact Name: William Raska

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

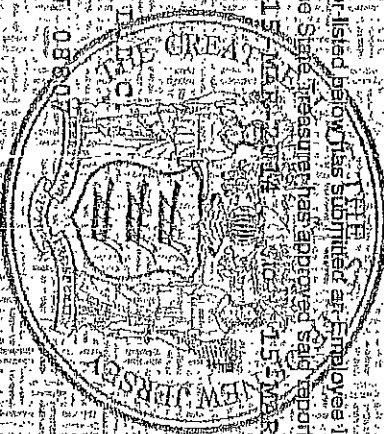
RENEWAL

Certification Number 28079

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 months from 15 MAR 2021.

MICROSYSTEMS-NJ.COM, INC.  
985 RT. 202-206  
BRIDGEWATER, NJ 08807

Andrew F. Slicamp-Sisakof  
State Treasurer



04/20/04

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.

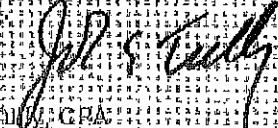
Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1700.

I wish you continued success in your business endeavors.

Sincerely,



John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 262  
TRENTON, NJ 08646-0262

TAXPAYER NAME:  
MICROSYSTEMS-NJ.COM, L.L.C.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0737427

ADDRESS:  
985 ROUTE 262-206  
BRIDGEWATER, NJ 08807

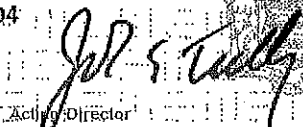
ISSUANCE DATE:

04/20/04

EFFECTIVE DATE:

01/07/99

FORM-BRC(08-01)



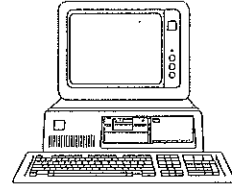
Acting Director

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

# MicroSystems-NJ.com, L.L.C.

Software & Information Systems  
Consulting Services

985 Route 202/206  
Bridgewater, NJ 08807  
(908) 704-8862



December 31, 2014

Bob Magro, IT Director  
Chief Information Officer  
City of Jersey City, NJ

Dear Mr. Magro:

The following is our proposal to provide PRC-NJ software maintenance, Mod-IV processing and reports from January 1, 2015 to December 31, 2015.

|                                            |              |
|--------------------------------------------|--------------|
| Annual Fee for PRC-NJ Software Maintenance | \$ 10,000.00 |
| Software Updates                           |              |
| Telephone Support                          |              |
| Off-site Backup of Primary Data            |              |
| <br>                                       |              |
| Annual Fee for MOD-IV Processing           | \$ 10,600.00 |
| 3 Copies of Tax List                       |              |
| Extended Duplicate                         |              |
| 3 Copies of Added Assessment List          |              |
| Fiscal Audit Trail                         |              |
| 3 Files to State                           |              |

**TOTAL:     \$ 20,600.00**

Very Truly Yours,

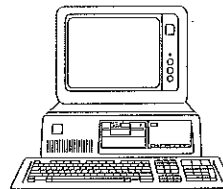
A handwritten signature in cursive script that reads "William K. Raska".

William K. Raska, President  
MicroSystems-NJ.com, L.L.C.

# MicroSystems-NJ.com, L.L.C.

Software & Information Systems  
Consulting Services

985 Route 202/206  
Bridgewater, NJ 08807  
(908) 704-8862



December 31, 2014

Bob Magro, IT Director  
Chief Information Officer  
City of Jersey City, NJ

Dear Mr. Magro:

The following is our proposal to print and mail post cards for January 2015.

## Chapter 75 Assessment Post Cards

Print, Burst, Tray and Deliver to Post Office

Includes Bulk-Rate postage @ \$ 0.293 /each

(subject to increase by post office)

Estimated Line items for 2015 Tax List:

58204 @ \$ 0.543

\$ 31,604.77

Very Truly Yours,

A handwritten signature in cursive script that reads "William K. Raska".

William K. Raska, President  
MicroSystems-NJ.com, L.L.C.



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

City Clerk File No. Res. 115.394

Agenda No. 10.Z.14

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO PAUL T. BEISSER, M.A.I. AND ARTHUR LINFANTE, M.A.I. OF VALUE RESEARCH GROUP, L.L.C. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY FOR CALENDAR YEAR 2015

Council offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of a professional real estate appraiser to prepare appraisal reports and to testify as an expert witness in property tax appeal cases filed before the Tax Court of New Jersey; and

WHEREAS, Paul T. Beisser, M.A.I. and Arthur Linfante, M.A.I. of Value Research Group, LLC, 301 S. Livingston Avenue, Suite 104, Livingston, NJ 07039 agree to perform the services required by the City; and

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

WHEREAS, Paul T. Beisser, M.A.I. and Arthur Linfante, M.A.I. agree to provide these services at an hourly rate of \$150 for a total sum not to exceed \$35,000; P.O. # 117243 and

WHEREAS, the sum of \$5,000 is available in Account No.: 2015-01-201-20-150-312;

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Paul T. Beisser, M.A.I. and Arthur Linfante, M.A.I. have submitted their Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with Paul T. Beisser, M.A.I. and Arthur Linfante, M.A.I. of Value Research Group, L.L.C. for performing real estate appraisal services for twelve (12) months beginning January 1, 2015 to December 31, 2015 at an hourly rate of \$150 for a total sum not to exceed \$35,000.
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of the adoption of this resolution.

TITLE: **MAY 27 2015**

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO PAUL T. BEISSER, M.A.I. AND ARTHUR LINFANTE, M.A.I. OF VALUE RESEARCH GROUP, L.L.C. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY FOR CALENDAR YEAR 2015

- 4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, *Donna Mauer* (Donna Mauer) Chief Financial Officer, certify that \$5,000 is available under temporary encumbrance in Account No.: 2015-01-201-20-150-312.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>5-27-15</b> |     |     |      |               |               |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|---------------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE           | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓             |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                | ✓   |     |      | OSBORNE       | <i>ABSENT</i> |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      | COLEMAN       | ✓             |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*

Rolando R. Lavarro, Jr., President of Council

*[Signature]*

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

Resolution authorizing the award of a professional services contract to Value Research Group, L.L.C., Inc.

**Project Manager**

|                     |                       |                       |
|---------------------|-----------------------|-----------------------|
| Department/Division | Tax Assessor's Office | Tax Assessor's Office |
| Name/Title          | Eduardo Toloza        | Director/Assessor     |
| Phone/email         | 201-547-4804          | Edward@jcnj.org       |

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

**Contract Purpose**

To provide appraisal services in connection with property Tax Appeal cases filed before the Tax Court Of New Jersey.

**Cost (Identify all sources and amounts)**

Initial Cost \$5,000

**Contract term (include all proposed renewals)**

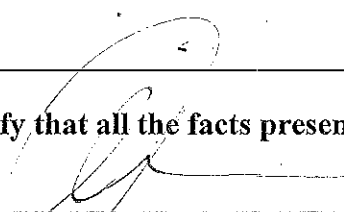
12 months

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

5/5/15  
\_\_\_\_\_  
Date

AGREEMENT

AGREEMENT made this 01 day of January, 2015 between the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "City") and Paul T. Beisser and Arthur Linfante of Value Research Group, L.L.C., 301 South Livingston Avenue, Suite 104, Livingston, New Jersey 07039 (hereinafter referred to as "Consultant").

**WHEREAS**, the City of Jersey City (City) requires the services of a professional real estate appraiser to prepare reports and to testify as an expert witness in property tax appeal cases filed in the Tax Court of New Jersey; and

**WHEREAS**, in accordance with the fair and open provisions of the N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law), the City posted a Request for Qualifications (RFQ) on the City's website; and

**WHEREAS**, Paul T. Beisser and Arthur Linfante of Value Research Group, L.L.C. responded to the City's RFQ and are both certified Members of the Appraisal Institute (M.A.I.) and are qualified to provide the services; and

**WHEREAS**, the Consultant agrees to provide these services at an hourly rate of \$150.00 for a total contract amount not to exceed \$35,000.00; and

**WHEREAS**, this Agreement was authorized by Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2015.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Consultant to provide real estate appraisal services as requested by the City.

ARTICLE II  
Scope of Services and Term

1. Consultant shall perform for the City all the required services in accordance with the Scope of Services prepared by the City which is attached hereto and incorporated herein by reference (Exhibit "A").

2. Such described services shall be performed during a period of *twelve (12) months* commencing on January 1, 2015 to December 31, 2015.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced 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 in the industry.

ARTICLE IV  
Compensation and Payment

1. In exchange for performing the services described in Article II herein, Consultant shall be compensated at the rate of \$150.00 per hour. The total cost of the contract shall not exceed the sum of \$35,000.00. Compensation shall be payable upon receipt of a monthly statement by the City's Tax Assessor from Consultant outlining services performed and/or rendered by Consultant on behalf of the City during that month. The monthly statement from Consultant shall specify the number of hours expended by Consultant during that monthly reporting period in the performance of services on behalf of the City. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V

Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than two million dollars (\$2,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI  
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VII  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VIII  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE IX  
Counter-parts

This Agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such count-parts shall constitute one and the same document.

ARTICLE X  
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XI  
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

ARTICLE XII  
Indulgences

Neither the failure nor any delay on the 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 XIII  
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Paul T. Beisser and Arthur Linfante  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Jersey City  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE XIV  
New Jersey Business Registration Requirements

The Consultant shall provide written notice to its subConsultants of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subConsultant or supplier used in the fulfillment of the contract, or shall attest that not subConsultants were used.



For the term of the contract, the Consultant and each of its affiliates and a subConsultant and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) Shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 100 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XV

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

ATTEST:

VALUE RESEARCH GROUP, LLC  
ADVISORS, INC.

# EXHIBIT A

## SCOPE OF SERVICES

The City's Office of the Tax Assessor is contacting with real estate appraisers who will be available to provide services as needed in connection with the defense of the City's assessments on assessment appeals filed at both the Hudson County Board of Taxation and the Tax Court of New Jersey. An appraisal firm must have at least two appraisers with M.A.I. designation; must have extensive knowledge/experience with properties within Jersey City; must have experience with appraising properties valued at over \$5,000,000; and must be familiar with P.I.L.O.T. program phase-in's v. conventional taxation.

### 4.1 General

Assessment appeals, involving both commercial and industrial properties, have been filed against the City and the City Assessor is in need of appraisal services to defend the City's tax assessments. The City's Assessor and/or his designee will identify a property or group of properties for which appraisal services will be needed. The Assessor and/or his designee will also determine whether a full appraisal report or a pro-forma analysis is required for each individual property. The Assessor and/or his designee, may at his/her discretion, require the Appraiser to attend settlement conferences or meetings with City staff in connection with the services herein detailed. The Assessor and/or his designee, may request the Appraiser to make a detailed inspection of the property to be appraised, if necessary, and give the owner or his designated representative the opportunity to accompany the Appraiser during the inspection.

### 4.2 Properties to be appraised

Commercial properties within the City of Jersey City include two (2) regional malls, one (1) private golf course, large multi-tenanted office buildings, hotels, banks, gas stations, neighborhood shopping districts, and over 1600 apartment buildings. There are approximately 578 industrial properties located throughout the City, with one (1) industrial park containing warehouses and distribution centers. Hundreds of these properties are subject to P.I.L.O.T. programs, and not conventionally taxed.

### 4.3 Analysis and Valuation

This appraisal is to estimate market value for the defense of tax appeals, including but not limited to:

- .General property identification
- .Highest and best use
- .Fee Simple Interest
- .Market Approach Analysis
- .Income Approach Analysis
- .Cost Approach Analysis

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

VALUE RESEARCH GROUP LLC

TAXPAYER IDENTIFICATION#

ADDRESS

301 S. LIVINGSTON AVE STE 104  
LIVINGSTON NJ 07039

EFFECTIVE DATE:

03/11/96

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0107292

ISSUANCE DATE:

11/27/01

*Patricia A. Chiacchis*

Director, Division of Revenue

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

PART II – Signature and Attestation:

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

Name of Business Entity: Value Research Group, LLC

Signed Paul T. Beisser III Title: Principal Partner

Print Name Paul T. Beisser III Date: April 27, 2015

Subscribed and sworn before me  
This 27th day of April 2014  
My Commission expires:

\_\_\_\_\_  
(Affiant)  
Paul T. Beisser, Principal Partner  
(Print name & title of affiant) (Corporate Seal)

**DANIEL J. COX**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/31/2016

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

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 9electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

**EXHIBIT A**

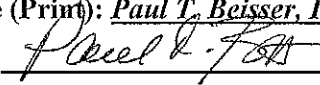
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Goods, Professional Services & General Service Contracts  
(Mandatory Affirmative Action Language)**

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

Representative's Name/Title (Print): Paul T. Beisser, III, Principal Partner

Representative's Signature: 

Name of Company: Value Research Group, LLC


Telephone No: 973-422-9800 Date: April 27, 2015

**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-2010** to **15-AUG-2017**

VALUE RESEARCH GROUP, LLC  
301 SOUTH LIVINGSTON AVE, SUITE 104  
LIVINGSTON NJ 07039



  
Andrew P. Sidamon-Eristoff  
Acting State Treasurer

**EMPLOYEE INFORMATION REPORT**

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

On future successful bids, you must present a photocopy of this certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and service or professional service contract. Failure to do so 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, this Division will forward a renewal notification. Upon receipt of a properly completed renewal application, the renewal certificate will be issued. In addition, representatives of this Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment status of your organization. Moreover, this Division may provide your organization with technical assistance, as required. Please be sure to notify this 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.1/10)



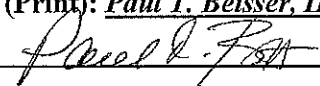
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for individuals with Disability**

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

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

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

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

**Representative's Name/Title (Print):** Paul T. Beisser, III, Principal Partner  
**Representative's Signature:**   
**Name of Company:** Value Research Group, LLC  
**Tel. No.:** 973-422-9800      **Date:** April 27, 2015

**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 women 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 you bid proposal.

Business Name: Value Research Group, LLC

Address : 301 South Livingston Avenue

Telephone No.: 973-422-9800

Contact Name: Paul T. Beisser

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.

**Women Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

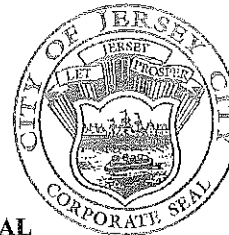
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res 15.395

Agenda No. 10.Z.15

Approved: MAY 27 2015

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CME ASSOCIATES FOR LSRP ENVIRONMENTAL SERVICES FOR REMEDIAL INVESTIGATION OF RESERVOIR #3, PROJECT NO. E15-005, IN JERSEY CITY FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) owns Reservoir #3 located at 113-163 Central Avenue that is contaminated with polycyclic aromatic hydrocarbons (PAHs) and lead and that must be remediated; and

**WHEREAS**, the City requires the services of a Licensed Site Remediation Professional (LSRP) to manage, oversee, and certify the remedial investigation as required by the recently enacted Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRRA); and

**WHEREAS**, the City sent out a Request for Proposals on March 10, 2015 to three (3) engineering consulting firms (YU & Associates; Adams, Rehmann & Heggan (ARH); and CME Associates) to solicit proposals for a Remedial Investigation of Reservoir #3; and

**WHEREAS**, YU & Associates accepted the request, but were unable to submit a proposal; and

**WHEREAS**, ARH's proposal submitted on March 30, 2015 was missing key elements pertinent to the remedial investigation and was, therefore, judged to be incomplete; and

**WHEREAS**, CME Associates submitted the attached proposal dated March 30, 2015 in the amount of Forty Five Thousand, Seven Hundred, Sixty Two Dollars and Zero Cents (\$45,762.00); and

**WHEREAS**, in accordance with the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., on March 10, 2014, through a "fair and open process", the City publicly advertised a Request for Qualifications for general civil engineering services, made returnable April 4, 2014 (RFQ), and the City evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, CME Associates submitted a Qualifications Statement in response to the City's RFQ and is a pre-qualified engineering firm that provides the appropriate technical, environmental, and civil engineering services for projects such as the Remedial Investigation of Reservoir #3; and

**WHEREAS**, the engineer has reviewed CME Associates' proposed cost estimate and has judged it to be fair and reasonable; 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**, CME Associates has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funding in the amount of Forty Five Thousand, Seven Hundred, Sixty Two Dollars and Zero Cents (\$45,762.00) is available for this expenditure in

Account No. 04-215-55-912-990; Requisition No. 0169815; P.O. No. 116950; Total \$45,762.00; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(1); and

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

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

City Clerk File No. Res.15.395

PG 2

Agenda No. 10.Z.15

Approved: MAY 27 2015

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CME ASSOCIATES FOR LSRP ENVIRONMENTAL SERVICES FOR REMEDIAL INVESTIGATION OF RESERVOIR #3, PROJECT NO. E15-005, IN JERSEY CITY FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with CME Associates, to provide environmental engineering services for a total contract amount not to exceed Forty Five Thousand, Seven Hundred, Sixty Two Dollars and Zero Cents (\$45,762.00).
2. The term of the contract shall be twelve (12) months from the date of approval.
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

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

Requisition # 0169815

Account No. 04-215-55-912-990

P.O. # 116950

Total Amt. \$45,762.00

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |         |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|---------|------|
|                                         |     |     |      |               |        |     |      |               |     | 5.27.15 |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY     | N.V. |
| GAJEWSKI                                | ✓   |     |      | YUN           | ✓      |     |      | RIVERA        | ✓   |         |      |
| RAMCHAL                                 | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN     | ✓   |         |      |
| BOGGIANO                                | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES | ✓   |         |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION 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 CME Associates for LSRP Environmental Services for Remedial Investigation of Reservoir #3, Project No. E15-005, in Jersey City for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation

**Project Manager**

|                     |                |                                                     |
|---------------------|----------------|-----------------------------------------------------|
| Department/Division | Administration | Architecture, 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**

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City of Jersey City ("City") requires the professional services of an environmental engineering firm to perform a Remedial Investigation for the Reservoir #3 Site, Project No. E15-005. We are requesting an extension from NJDEP for the proposed scope of work and hope to fully complete the remedial investigation as soon as possible to maintain this site in compliance with NJDEP requirements.

**Cost (Identify all sources and amounts)**

Engineering's Environmental Account  
04-215-55-912-990 : \$45,762.00

**Contract term (include all proposed renewals)**

Twelve (12) months, from the date of approval

Type of award

If "Other Exception", enter type

**Additional Information**

The implementation of this program will comply with NJDEP requirements and promote the development of a park at this location. Although a lower bid was received for this project, it was missing key elements pertinent to the remedial investigation and, therefore, judged to be incomplete.

I certify that all the facts presented herein are accurate.

  
Signature of Municipal Engineer

5/11/2015  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST  
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

---

DATE : April 10, 2015  
TO : Rolando L. Lavarro Jr., Council President and Council Members  
FROM : Stanley S.C. Huang, Municipal Engineer  
Brian Weller, Director, Division of Architecture & Engineering  
SUBJECT : Remedial Investigation for Reservoir #3  
Jersey City Project No. E15-005  
Resolution to Award Contract to CME Associates

---

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City of Jersey City ("City") requires the professional services of an environmental engineering firm to perform a Remedial Investigation for the Reservoir #3 Site, Project No. E15-005.

We issued a request for proposal to three companies on March 10, 2015. Two proposals were received for this project on March 30, 2015:

- |                                                                                   |             |
|-----------------------------------------------------------------------------------|-------------|
| 1. Adams, Rehmann & Heggan (ARH), 2 Broad Street, Suite 602, Bloomfield, NJ 07003 | \$38,075.00 |
| 2. CME Associates, 3759 US Highway 1 South, Monmouth Junction, NJ 08852           | \$45,762.00 |
| 3. YU & Associates, 200 Riverfront Boulevard, Elmwood Park, NJ 07407              | No Response |

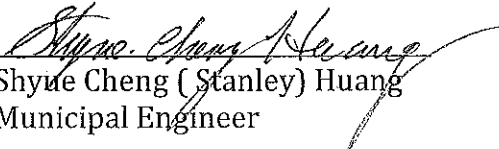
Based on our analysis, ARH's proposal was missing key elements pertinent to the remedial investigation and was judged to be incomplete. We have reviewed CME Associates' cost estimate and judged it to be fair and reasonable; we therefore recommend CME Associates to be awarded with this contract.

In response to the City's request for a proposal, CME Associates submitted the attached proposal dated March 30, 2015 in the amount of Forty Five Thousand, Seven Hundred, Sixty Two Dollars and Zero Cents (\$45,762.00)

Following are the sources of funding for this project:

- |                                        |             |
|----------------------------------------|-------------|
| 1. Engineering's Environmental Account | \$45,762.00 |
|----------------------------------------|-------------|

Attached for your consideration is the Resolution authorizing the award of a contract to CME Associates with the amount of \$45,762.00 for the subject project.

  
Shyue Cheng (Stanley) Huang  
Municipal Engineer

  
Brian Weller  
Director, Div. of Architecture & Engineering

# AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey (“CITY”) and CME Associates, 3759 US Highway 1 South, Monmouth Junction, New Jersey 08852, (hereinafter referred to as “CONSULTANT”).

**WHEREAS**, to be in compliance with the current New Jersey Department of Environmental Protection’s (NJDEP) requirements, the CITY requires the services of a professional environmental engineering firm to perform a remedial investigation of the Reservoir #3 Site, 113-163 Central Avenue, Jersey City, New Jersey 07305, Project No. E15-005; and

**WHEREAS**, CONSULTANT submitted a proposal dated March 30, 2015, in response to the City’s request for a proposal describing the services it would provide for Remedial Investigation to the CITY for a fee not to exceed Forty Five Thousand, Seven Hundred, Sixty Two Dollars and Zero Cents (\$45,762.00); and

**WHEREAS**, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to environmental investigation and legal assistance; and

**WHEREAS**, the Agreement was authorized by Resolution No. \_\_\_\_\_, approved on \_\_\_\_\_.

**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 a remedial investigation for the Reservoir #3 Site located at 113-163 Central Avenue, Project No. E15-005.

## **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 March 30, 2015, which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.



### **ARTICLE III**

#### **Contractual Relationship**

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### **ARTICLE IV**

#### **Compensation and Payment**

1. Compensation for the performance of the professional services described in this Agreement will be on a monthly basis in accordance with the attached CONSULTANT'S proposal dated March 30, 2015, with a total cost not to exceed Forty Five Thousand, Seven Hundred, Sixty Two Dollars and Zero Cents (\$45,762.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly report (including but not limited to narrative description of the work performed, sample analysis report,

photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## ARTICLE V

### Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products 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.

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. E15-005.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

## **ARTICLE VI**

### **Personnel of the Consultant**

1. The CONSULTANT shall engage at his sole expense and be responsible for, all engineers, 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 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 Architecture, 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 Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- A. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- B. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- C. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The 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 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 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

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

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

**ATTEST:**

**CME Associates**

\_\_\_\_\_

BY: \_\_\_\_\_  
Behram Turan  
Principal Director of  
Environmental Services

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervisory Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager

[DATE]

**PROPOSAL  
FOR  
REMEDIAL INVESTIGATION REPORT**

**JERSEY CITY RESERVOIR #3  
113-163 Central Avenue  
Jersey City, Hudson County, New Jersey  
NJDEP PI# 133347**

**SUBMITTED TO:**

**City of Jersey City  
Division of Architecture, Engineering, Traffic, and Transportation  
ATTN: Reservoir #3 RFP  
13-15 Linden Avenue East  
Jersey City, NJ 07305**

**SUBMITTED BY:**

**CME ASSOCIATES**



**CONSULTING AND MUNICIPAL ENGINEERS**

**3759 US HIGHWAY 1 SOUTH, MONMOUTH JUNCTION, NEW JERSEY 08852  
3141 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859  
1460 US HIGHWAY 9 SOUTH, HOWELL, NEW JERSEY 07731  
821 NORTH MAIN ST., PLEASANTVILLE, NEW JERSEY 08230  
1 GREENTREE CENTER, MARLTON, NEW JERSEY**

**March 30, 2015**



## TABLE OF CONTENTS

---

### **Table of Contents**

#### **Cover Letter**

#### **Section 1 Forms**

#### **Section 2 Technical Scope**

#### **Section 3 Cost Proposal**

#### **Section 4 CME Associates' Qualifications**

- **General Information about CME Associates**
- **Environmental Services**
- **Engineering Services**
- **Government Client List**
- **Awards**

#### **Section 5 LSRP Services Relevant Experience**

- **List of Response Action Outcomes (RAOs) Issued**
- **LSRP Relevant Experience**

#### **Section 6 Assigned Staff Qualifications**

- **Organizational Chart**
- **List of Assigned Staff**
- **Resumes of Assigned Staff**
- **Copies of Licenses and Certifications**



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP

March 30, 2015

Justina Cheng, Environmental Engineer  
City of Jersey City  
Division of Architecture, Engineering, Traffic and Transportation  
Attn: Reservoir # RFP  
13-15 Linden Avenue East  
Jersey City, NJ 07305

**Re: Request for Proposal  
Remedial Investigation Report  
Reservoir # 3  
113-163 Central Avenue  
Jersey City, Hudson County, New Jersey  
NJDEP PI # 133347**

Dear Ms. Cheng:

CME Associates is pleased to submit for your consideration this Proposal to provide the City with Licensed Site Remediation Professional (LSRP) services to prepare a Remedial Investigation Report for the above-referenced site for the City of Jersey City in Hudson County, New Jersey (NJDEP PI Number: 133347). Please find enclosed one (1) original and one (1) copy of the Proposal. A PDF version has been e-mailed to you as well. Forms are provided in **Section 1**. The Technical Scope of Work is provided in **Section 2**.

#### **BRIEF INTRODUCTION TO CME ASSOCIATES**

CME Associates is a multi-disciplined consulting engineering firm dedicated to providing a high quality of professional Environmental Consulting services. CME Associates provides a complete range of Environmental Consulting services that would serve to be instrumental in fulfilling the City's requirements for LSRP services in a cost-effective and timely manner.

CME Associates presently has a staff of over 170 people in its five (5) offices in New Jersey (Monmouth Junction, Parlin, Howell, Pleasantville, and Marlton). The Environmental Consulting and Licensed Site Remediation Professional services for the Township will be primarily provided by the Monmouth Junction office; contact information is provided below:

Behram Turan, P.E., LSRP, Principal  
Director of Environmental Engineering Services  
CME Associates  
3759 U.S. Hwy 1 South – Suite 100  
Monmouth Junction, NJ 08852  
Email: [bturan@cmeusa1.com](mailto:bturan@cmeusa1.com)  
Telephone: (732) 951-2101  
Fax: (732) 951-2106

Additional information related to the CME Associates' qualifications is provided in **Section 4**.



Justina Cheng, Environmental Engineer  
City of Jersey City  
Re: Proposal for Remedial Investigation Report  
Reservoir #3, 113-163 Central Avenue, Jersey City, NJ

March 30, 2015  
Page 2

### **LSRP PROGRAM AND RELEVANT EXPERIENCE**

The enactment of the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (**SRRA**) on May 7, 2009, introduced sweeping changes to the way in which sites are remediated in New Jersey. **SRRA** establishes a program for the licensing of Licensed Site Remediation Professionals (LSRPs) who will have responsibility for oversight of environmental investigation and site remediation activities. CME Associates currently has **three (3) LSRPs** to assume the responsibilities of the day-to-day management and oversight for environmental investigation and site remediation activities.

- Behram Turan, P.E., LSRP – Principal (LSRP No. 591482)
- James Sousa, Ph.D., LSRP – Project Manager (LSRP No. 586573)
- Suresh Puppala, P.E., Ph.D., LSRP – Project Manager (LSRP No. 590707)

All work will be conducted in accordance with Federal, State and local laws, including the applicable NJDEP regulations such as the Site Remediation Reform Act (**SRRA**), N.J.S.A. 58:10C-1 et. seq., Administrative Requirements for the Remediation of Contaminated Sites (**ARRCS**) Rules (N.J.A.C. 7:26C), Technical Requirements for Site Remediation (N.J.A.C. 7:26E), regulations pertaining to environmental assessment and investigations (N.J.A.C. 7:26D et. seq., N.J.A.C. 7:26C et. seq.), and Ground Water Quality Standards (N.J.A.C. 7:9-6 et. seq.).

CME Associates has been providing professional LSRP services to municipalities and County agencies. Most notably, a list of select government agencies is provided below:

- Irvington Township
- Bloomfield Township
- County of Sussex
- County of Middlesex
- Borough of Sayreville / Sayreville Economic Redevelopment Agency
- County of Mercer
- Aberdeen Township
- Evesham Township
- Marlboro Township
- Old Bridge Township
- Manalapan Township

CME Associates has successfully completed remediation projects and has issued a total of twenty-two (22) Response Action Outcomes (**RAOs**) since the inception of the LSRP Program. References for relevant LSRP service experiences are provided in **Section 5**.



Justina Cheng, Environmental Engineer  
City of Jersey City  
Re: Proposal for Remedial Investigation Report  
Reservoir #3, 113-163 Central Avenue, Jersey City, NJ

March 30, 2015  
Page 3

### KEY PERSONNEL

Behram Turan, P.E., L.S.R.P., Principal and Director of Environmental Services will be the assigned LSRP and main point of contact for the client. Mr. Turan has over 25 years of experience in the fields of environmental engineering, including site remediation, brownfields redevelopment, management of dredged materials and beneficial reuse, solid and hazardous waste management, wetlands mitigation, surface water hydrology, hydrogeology, groundwater flow and contaminant mass transport and water resources planning. Mr. Turan is a Professional Engineer in the State of New Jersey, a Licensed Site Remediation Professional (LSRP) and a Certified Subsurface Evaluator. Mr. Turan has successfully completed a number of challenging site remediation projects leading to No Further Action Letter determinations from the NJDEP. Mr. Turan has issued a total of twenty-two (22) Response Action Outcomes (RAOs), and is currently involved in more than seventy (70) site remediation projects since the initiation of the LSRP Program.

A list of key personnel, resumes and copies of professional certifications and licenses are provided in **Section 6**.

### TECHNICAL PROPOSAL

CME Associates will implement the project in accordance with the Technical Scope included in **Section 2**. A tentative schedule to complete the required tasks is also provided.

### COST PROPOSAL

CME will invoice the City, on a time and material basis as well as other project related expenses in accordance with the Cost Proposal included in **Section 3**. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants, equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.





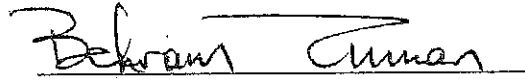
Justina Cheng, Environmental Engineer  
City of Jersey City  
Re: Proposal for Remedial Investigation Report  
Reservoir #3, 113-163 Central Avenue, Jersey City, NJ

March 30, 2015  
Page 4

**Note that in order to meet the NJDEP RIR submission deadline (May 7, 2015 as of the date of this proposal), an extension request must be submitted by the City, at least 30 days before, i.e., by April 7, 2015. CME Associates will be pleased to assist the City with the time extension request.**

Should you require additional information or should you have any questions concerning the enclosed proposal, please contact me at (732) 951-2101 to discuss them with you in more detail and provide clarification as necessary.

Very truly yours,  
CME Associates

  
Behram Turan, P.E., LSRP – Principal  
Director of Environmental Services

Enclosures



## TECHNICAL PROPOSAL & PROJECT SCHEDULE

### BACKGROUND

CME Associates (CME) understands that City of Jersey City (City) is seeking to retain a Licensed Site Remediation Professional (LSRP) to provide professional environmental engineering services for the Jersey City Reservoir #3, located at 113-163 Central Avenue, Jersey City, New Jersey, Block 4802, Lot 1 (hereafter referred to as the Site). Specifically, the City is seeking services outlined in the Request for Proposal (RFP) letter, dated March 10, 2015.

This proposal includes services, associated with addressing the environmental impacts identified in 2001/2009 (NJDEP PI # 133347), taking into account the planned redevelopment of the Site as an open space for public use (for walking, boating, fishing, etc.). A citizens group, The Jersey City Reservoir Preservation Alliance, is coordinating the planned redevelopment and has retained historic preservation architects John Milner Associates (JMA) and others to complete the work. Completing the scope of work proposed herein will bring the Site into compliance with the applicable regulations associated with impacts at the Site.

Readily available information (NJ GeoWeb) indicates that the Site is approximately 14 acres in extent. After the Site was developed as a reservoir, in 1871 – 1874, water filled/occupied the entire site. Comparing the 1930 historic aerial photograph with more recent aeriels indicates that the reservoir was likely backfilled with soil and the capacity of the reservoir decreased with about only 3.3 acres of open water in 2002. Subsequently the fill appears to have been removed/dredged and the current aerial extent of the water body associated with the reservoir is about 8 acres.

Land use in the vicinity of the Site is primarily residential, and public schools/parks. The Site is bounded by Reservoir Avenue on the northeastern side, Central Avenue on the southeastern side, Jefferson Avenue on the southwestern side and Summit Avenue on the northwestern side. The Site is part of the Jersey City Water Works Historic District, is also identified as a historic property (Jersey City Reservoir 2 & 3 Complex) and is part of an Archaeological Grid (FZ87).



The Site was added to the New Jersey Historic Register in April 2012 and addition to the Federal Register is being pursued.

Franklin M. Williams School and Jersey City Emergency Management buildings are located to the west of the Site. Pershing Field Pool/Park are located to the north of the Site. A stretch of open area (with a Deed Notice for metals, PAHs and TPH) owned by the New Jersey Schools Development Authority (NJSDA) and a tunnel associated with rail road tracks are located along the southern side of the Site.

Surficial and bedrock geology at the location of the Site are mapped as Qwtr (Rahway Till – Clayey silt to sandy silt, some to many pebbles and cobbles, few boulders) and Jd (Jurassic Diabase), respectively. The Rahway Till is reportedly less than 40 feet thick in most locations and could be as thick as 100 feet at some locations. Bedrock maybe encountered at relatively shallow depths as bedrock outcrops are present in the vicinity of the Site.

### PREVIOUS INVESTIGATIONS

Impacted fill from an off-Site property, located at 362 Summit Avenue, was reportedly stored on-Site. The fill was removed from the Site and post-excavation samples were collected in June 2001. These activities and related analytical results were documented in a Remedial Action Results Report for Reservoir Number 3, dated September 2002. The post-excavation sample results indicated that soil at the Site is impacted with PAHs and lead at concentrations that exceeded the applicable standards.

In November 2008, SESI of Pine Brook, New Jersey, collected soil, sediment, surfacewater samples and collected groundwater data from an existing monitoring well MW-A. Soil samples HA-1 (0'-1'), HA-4, HA-10 (1'-1.5'), sediment samples HA-3, HA-5 and surfacewater sample HA-3 GW were impacted with a combination of PAHs, metals and pesticides at concentrations that exceeded the applicable standards.

Subsequently, in July 2014, the City retained, Mr. Ryan G. Miller of Dresdner Robin as the LSRP. An initial receptor evaluation was completed and related SRRA forms were submitted to the NJDEP in August 2014. The receptor evaluation included an ecological evaluation



completed in accordance with NJAC 7:26B-1.16. Based on the results of the ecological evaluation Dresden Robin recommended that a remedial investigation of the potential ecological impacts be completed.

### **PROPOSED SCOPE OF SERVICES**

Licensed Site Remediation Professional (LSRP) services will be provided to prepare a Remedial Investigation Report (RIR) in accordance with the Site Remediation Reform Act, New Jersey Statutes Annotated (N.J.S.A.) 58:10C-1 et seq.(SRRA) and New Jersey Administrative Code (N.J.A.C.) 7:26C Administrative Requirements for Remediation of Contaminated Sites (ARRCS). CME understands that the completion of the RIR is due by May 7, 2015. We recommend that the City submit a request for an extension at least 30 days before the due date, which is April 7, 2015

CME will complete the proposed scope of work, in accordance with the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) and NJDEP Field Sampling Procedures Manual, dated August 2005. All the drilling work will be completed by a NJDEP licensed driller. Soil and groundwater samples collected will be submitted to a NJDEP certified laboratory for analyses.

All the field work will be completed in accordance with a site-specific Health and Safety Plan (HASP) that will be prepared to protect on-site workers and general public. The HASP will be prepared in accordance with the requirements at CFR 1910.120.

Soil and groundwater samples will be collected in accordance with a site-specific Quality Assurance Project Plan (QAPP). The QAPP will be prepared in accordance with requirements at N.J.A.C. 7:26E 2.2.

Based on our understanding of the investigations completed to date and the requirements of the RFP, additional remedial investigation work that has to be completed under a LSRP oversight include, regulatory file review, fill quality evaluation and ecological evaluation. In addition, CME will evaluate the remediation options and provide a life-cycle cost estimate for three (3) different options. Accordingly, CME will provide the following services:



### **Task 1 - LSRP Administrative Services**

The enactment of the SRRA on May 7, 2009 introduced sweeping changes to the way in which sites are remediated in New Jersey. SRRA established the affirmative obligation for responsible parties to remediate contaminated sites in a timely manner and created a category of remediation professionals known as LSRP, who will have responsibility for oversight of environmental investigation and cleanup.

**Behram Turan, P.E., L.S.R.P.**, Principal and Director of Environmental Engineering Services, will be the assigned LSRP, and the main point of contact for the City. Mr. Turan has over 25 years of experience in the field of environmental engineering. He is currently involved in more than seventy (70) site remediation projects since the initiation of the LSRP Program and has issued a total of twenty-one (21) RAOs. Mr. Turan will oversee the work at the Site, prepare/certify related reports and submit the SRRA forms to the NJDEP. Also, the City will be informed of its obligations under the SRRA, such as notifying the NJDEP of previously unknown discharges, conditions that are an Immediate Environmental Concern (IEC), etc.

CME will prepare a draft of the forms to be submitted to the NJDEP. Upon review and approval by the City, the forms related to work at the Site will be submitted to the NJDEP.

#### **1.1 – LSRP Retention**

CME will submit the LSRP Notification of Retention Form electronically at the NJDEP Online website. This submission will notify the NJDEP that the City has retained Behram Turan, P.E., LSRP, of CME, as the LSRP to oversee the remedial activities. NJDEP will notify the City upon receipt of LSRP Notification of Retention Form.

#### **1.2 - Public Notification**

In accordance with N.J.A.C. 7:26C - 1.7, CME will assist the City in complying with the public notification requirements for the Site. The City can comply with these requirements by either:



- Installing a sign at the Site; or
- Distribute letters/fact-sheets to property owners within 200 feet of the Site.

For the purposes of this proposal CME has assumed that a total of four (4) signs will be installed at the Site.

### **1.3 - Annual Remediation Fee Reporting Form**

CME will prepare and submit the Annual Remediation Fee Form electronically at the NJDEP Online website. A check issued by the City will be mailed to the State Treasurer for the applicable Annual Remediation fee for one (1) year. The Annual Remediation Fee will be in the amount of \$4,065, which is the sum of the applicable contaminated area of concern fee and the total contaminated media fee. It is assumed that the City will pay all the applicable NJDEP fees. Therefore, this proposal does not include the cost associated with any applicable NJDEP fees.

### **1.4 - Preparation of HASP & QAPP**

All the proposed field work will be completed in accordance with a site-specific Health and Safety Plan (HASP) that will be prepared to protect on-site workers and general public. The HASP will be prepared in accordance with the requirements at CFR 1910.120.

Proposed Soil and groundwater samples will be collected in accordance with a site-specific Quality Assurance Project Plan (QAPP). The QAPP will be prepared in accordance with requirements at N.J.A.C. 7:26E 2.2.

### **1.5 - Updated Receptor Evaluation**

CME will prepare and include in the RIR an updated Receptor Evaluation in accordance with N.J.A.C. 7:26E-1.12 thru 1.16. The following Information will be included in the forms:

- Site identification information;



- A description of the known contamination;
- A summary of the on-site and surrounding property use and the receptor evaluation;
- The name of the responsible entity and a certification statement; and
- The name of the LSRP and a certification statement.

### **1.6 - LSRP Project Management**

CME will provide effective project management services to complete the proposed work. A master budget and schedule will be submitted before starting work. Our representative will attend the kick-off meeting, attend up to two (2) progress meetings, and provide regular updates and progress reports. A draft of the reports documenting the proposed work and related results will be submitted, for review and comment by the City, before submitting final reports.

## **Task 2 – Remedial Investigation Services**

**2.1 – Review of Environmental Case Files (OPRA Review):** CME's representative will submit Open Public Records Act (OPRA) requests to NJDEP. Typically, NJDEP schedules the OPRA review within three (3) weeks. Information uncovered in response to the requests will be reviewed to understand the work completed to date and plan the future remediation activities. Electronic Copies of the documents obtained will be submitted to the City as a part of the final report.

### **2.2 – Soil Investigation (Historic Fill)**

Soil along the banks of the reservoir appears to be historic fill (based on a comparison of historic and current aerial photographs). This may be confirmed by information discovered during the NJDEP file review or documents provided by the City. CME has assumed that the previous investigations completed to date can be utilized to address the remedial investigation requirements pursuant to NJAC 7:26E.

Based on the results of the above discussed file review, CME will conduct limited additional historic fill investigation, in accordance with NJAC 7:26E 3.12(a) and 4.7(a).



Accordingly, as per the Historic Fill Material Technical Guidance, dated April 29, 2013, CME will advance up to four (4) temporary borings utilizing a hand-auger and collect soil samples to confirm the presence/absence of historic fill and evaluate the quality of the historic fill.

Based on the field screening results, four (4) soil samples will be submitted to a laboratory for further analysis. Three (3) of these samples will be analyzed for Target Compound List (TCL) Polynuclear Aromatic Hydrocarbons (PAHs) and EPA Target Analyte List (TAL) Metals. One (1) of these soil samples will be analyzed for the full list of compounds regulated by the NJDEP SRS, i.e., TCL/TAL +30, hexavalent chromium, category 2 Extractable Petroleum Hydrocarbons (EPH), etc.

In addition, one (1) sample with the highest metals concentration will be analyzed for TCLP Metals.

### 2.3 – Groundwater Investigation:

CME will investigate the groundwater quality at the Site and evaluate if groundwater is impacted by historic fill on-Site. Groundwater samples will be collected from existing monitoring well MW-A.

CME will collect one (1) round of groundwater samples from monitoring wells MW-A in accordance with the low flow purging and sampling procedures. These groundwater samples will be analyzed for the TCL/TAL list of analytes.

If the groundwater yield in the temporary wells is adequate, CME will collect the groundwater samples utilizing low flow purging and sampling procedures. However, if groundwater yield is low and sample turbidity cannot be avoided, filtered and unfiltered samples will be collected. Groundwater sample fractions analyzed for VOs and SVOs will also be analyzed using selected ion monitoring (SIM) mode to achieve the low New Jersey Groundwater Quality Standards associated with some VOs and SVOs.





#### **2.4 – Classification Exception Area (CEA)**

Institutional controls will be established if groundwater impacts are detected at concentrations that exceed the applicable standards. Institutional controls for groundwater impacts will include a Classification Exception Area (CEA) prepared pursuant to N.J.A.C. 7:26E-4.9(a)7. The CEA will be prepared in accordance with ARRCs requirement at N.J.A.C 7:26C-7.3.

The CEA will be established to provide notice that the groundwater does not meet the groundwater quality standards in a localized area. The proposal will include a CEA/Well Restriction Area (WRA) Fact Sheet, data tables, an evaluation of the fate and transport of the groundwater contaminant plume, estimates of the extent and travel distance of the contaminant plume, and the estimated duration that CEA will remain in place. A copy of the CEA Fact Sheet will be delivered via certified mail to the municipal and county clerks, the local and county health departments, the designated County Environmental Health Act agency, the county planning board, the NJDEP water supply administration, and the property owners within the CEA footprint.

#### **2.5 – Ecological Evaluation:**

In accordance with NJAC 7:26E-4.8(c)1, CME will collect sediment and surface water samples from within the reservoir. Specifically, CME will collect collocated sediment/surface water samples at three (3) locations. Surface water quality parameters (dissolved oxygen, temperature, pH, conductivity, turbidity, etc.) will be measured during the sample collection.

The three (3) sediment samples will be analyzed for Target Compound List (TCL) Polynuclear Aromatic Hydrocarbons (PAHs), pesticides and EPA Target Analyte List (TAL) Metals. If surface water samples are turbid, filtered and unfiltered samples will be collected. Two (2) of the surface water samples will be analyzed for PAHs, pesticides and TAL Metals. One (1) surface water sample will be analyzed for TCL/TAL list of analytes. Surface water sample fractions analyzed for SVOs will also be analyzed using



selected ion monitoring (SIM) mode to achieve the low standards associated with some SVOs.

Subsequently, in accordance with NJAC 7:26E-4.8(c)2, CME will complete an ecological risk assessment:

- To evaluate the impacts on ecological receptors, benthic macroinvertebrate samples will be collected at three (3) locations. A qualified zoologist will identify/classify the specimens and perform related statistical analysis.
- However, this proposal does not include bioaccumulation testing and food chain modeling.

All the ecological evaluation work will be completed in accordance with the NJDEP Ecological Evaluation Technical Guidance, dated August 2012.

#### **2.6 - Prepare Remedial Investigation Report (RIR):**

A draft Remedial Investigation Report (RIR) will be prepared in accordance with N.J.A.C 7:26E and submitted to the City. To meet the NJDEP RIR submission deadline (May 7, 2015 as of the date of this proposal), an extension request must be submitted by the City, at least 30 days before, i.e., by April 7, 2015.

The RIR will also include an update to the initial receptor evaluation for the Site completed in August 2014. CME will prepare an updated Receptor Evaluation in accordance with NJAC 7:26E 1.12 (e) and submit the required SRRA forms.

The RIR will document the remedial investigation activities completed to date; propose additional remedial activities if needed and an approach to addressing the impacts at the Site. Upon City's review and approval of the draft RIR, the final version of the RIR will be prepared.

#### **Task 3 – Evaluation of Remedial Action Options**

The evaluation of the remedial action options discussed below will be in accordance with the proposed redevelopment concept plan prepared by the Jersey City Reservoir



Preservation Alliance. Evaluation of the remedial options will be based on the results of the remedial investigation completed at the Site. As a part of this evaluation, CME will include for each of the options, the capital costs (both direct and indirect), annual operation & maintenance costs and other periodic costs.

### PROJECT SCHEDULE

Upon issuance of Notice to Proceed by the City, CME will complete the NJDEP file review, remedial investigation activities and prepare a RIR within three (3) months of authorization. To meet the NJDEP RIR submission deadline (May 7, 2015 as of the date of this proposal), an extension request must be submitted by the City, at least 30 days before, i.e., by April 7, 2015.

### LIMITATIONS

- It is assumed that City will facilitate full access to the Site as needed, including access to any interior spaces, to complete the proposed work. It is also assumed that the City will obtain/provide any pertinent background information for the Site that they might possess.
- It is assumed that the City will pay all the applicable NJDEP fees. Therefore, this proposal does not include the cost associated with any applicable NJDEP fees.
- The proposal does not include costs associated with any penalties NJDEP may assess if the Site is in violation of any applicable regulatory and mandatory time frames.
- The full scope of historic fill investigation completed to date is not known. The scope of work included in this proposal may have to be modified significantly after the file review is completed.
- The proposed investigations are designed to address impacts identified by previous investigations. A Preliminary Assessment in accordance with NJAC 7:26E has to be completed to identify potential environmental Areas of Concern (AOC) associated with the Site (e.g., historic operations associated with on-Site Gatehouse 1 & 2, potential USTs, etc.).
- This proposal does not include completion of any field activities associated with remedial actions that may be required at the Site.



- Completion of tasks included in this proposal will not result in LSRP issuing a RAO. Additional remedial investigation and remedial action activities may have to be completed before the LSRP can issue an RAO.
- This proposal does not include any Surveying services.
- Costs associated with providing consulting/permitting/reporting services pursuant to the Historic Places Act and related regulations are not included.

#### SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et. Seq.) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow SRRA provisions. A key requirement of these rules is that a LSRP must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.

3 ZO-HOMU



## COST PROPOSAL

CME Associates will implement the scope of services as outlined in **Section 2- Technical Scope**. The cost estimate is mainly for providing the City with a Licensed Site Remediation Professional (**LSRP**) services to review existing public documentation which is available at the NJDEP and conduct additional remedial investigation activities. Based on the review of the documents and the results of the remedial investigation, CME Associates will prepare a **Remedial Investigation Report**.

CME Associates understands that compensation is on a on a time and materials, not-to-exceed, basis. Any change in the scope of services will be authorized by the City before the extra work is completed. The estimated cost for the proposed scope-of-services is **\$45,762**. A cost breakdown is provided below:

| Task                                                  | Cost            |
|-------------------------------------------------------|-----------------|
| <b>Task 1: Licensed Administrative Services</b>       |                 |
| 1.1 - LSRP Retention                                  | \$213           |
| 1.2 - Public Notification                             | \$1,514         |
| 1.3 - Annual Remediation Fee Reporting Form           | \$154           |
| 1.4 - Preparation of HASP & QAPP                      | \$2,950         |
| 1.5 - Updated Receptor Evaluation                     | \$1,417         |
| 1.6 - LSRP Project Management                         | \$1,892         |
| <b>Subtotal For Task 1</b>                            | <b>\$8,140</b>  |
| <b>Task 2 – Remedial Investigation Services</b>       |                 |
| 2.1 - Review of Environmental Case Files              | \$1,794         |
| 2.2 - Soil Investigation (Historic Fill)              | \$4,014         |
| 2.3 - Groundwater Investigation                       | \$2,359         |
| 2.4 –Classification Exception Area (CEA)              | \$2,738         |
| 2.5 - Ecological Evaluation                           | \$16,293        |
| 2.6 - Remedial Investigation Report                   | \$8,300         |
| <b>Subtotal For Task 2</b>                            | <b>\$35,498</b> |
| <b>Task 3 – Evaluation of Remedial Action Options</b> | <b>\$2,124</b>  |
| <b>Total</b>                                          | <b>\$45,762</b> |



The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the Technical Scope in **Section 2**. However, the client will be billed for the actual effort expended to implement the Scope of Services on a time and material basis in accordance with the attached hourly billing rate schedule.

Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.



**ENVIRONMENTAL ENGINEERING AND LSRR SERVICES  
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2016**

|                                                                       |                   |
|-----------------------------------------------------------------------|-------------------|
| Senior Project Manager.....                                           | \$171.00 Per Hour |
| Project Manager/Project Leader.....                                   | \$165.00 Per Hour |
| Professional Engineer.....                                            | \$160.00 Per Hour |
| Senior Project Engineer.....                                          | \$152.00 Per Hour |
| Senior Project Scientist.....                                         | \$151.00 Per Hour |
| Project Engineer/Scientist I.....                                     | \$151.00 Per Hour |
| Project Engineer/Scientist II.....                                    | \$140.00 Per Hour |
| Project Engineer.....                                                 | \$134.00 Per Hour |
| Senior Design Engineer.....                                           | \$134.00 Per Hour |
| Project Engineer/Scientist III.....                                   | \$129.00 Per Hour |
| Project Scientist.....                                                | \$129.00 Per Hour |
| Project Engineer/Scientist IV.....                                    | \$118.00 Per Hour |
| Staff Scientist.....                                                  | \$107.00 Per Hour |
| Senior Field Engineer/Geologist.....                                  | \$133.00 Per Hour |
| Field Engineer/Geologist.....                                         | \$118.00 Per Hour |
| Staff Geologist.....                                                  | \$107.00 Per Hour |
| Design Engineer.....                                                  | \$105.00 Per Hour |
| Senior Engineering Technician.....                                    | \$ 98.00 Per Hour |
| Environmental Technician.....                                         | \$ 90.00 Per Hour |
| Engineering Technician/Management Information Systems Technician..... | \$ 94.00 Per Hour |
| Professional Land Surveyor.....                                       | \$144.00 Per Hour |
| Land Surveyor.....                                                    | \$124.00 Per Hour |
| Robotic Total Station.....                                            | \$ 60.00 Per Hour |
| Party Chief.....                                                      | \$105.00 Per Hour |
| Survey Technician.....                                                | \$ 83.00 Per Hour |
| Resident Engineer.....                                                | \$125.00 Per Hour |
| Chief Construction Engineer.....                                      | \$118.00 Per Hour |
| Senior Construction Engineer.....                                     | \$ 99.00 Per Hour |
| Construction Engineer.....                                            | \$ 96.00 Per Hour |
| Chief Construction Technician.....                                    | \$ 82.00 Per Hour |
| Senior Construction Technician.....                                   | \$ 74.00 Per Hour |
| Construction Technician.....                                          | \$ 68.00 Per Hour |
| Technical Assistant.....                                              | \$ 76.00 Per Hour |
| Senior CADD Technician.....                                           | \$104.00 Per Hour |
| Licensed Landscape Architect.....                                     | \$140.00 Per Hour |
| Senior Landscape Designer.....                                        | \$125.00 Per Hour |
| Certified Tree Expert.....                                            | \$112.00 Per Hour |
| Landscape Designer.....                                               | \$100.00 Per Hour |
| Director of Planning.....                                             | \$148.00 Per Hour |
| Professional Planner.....                                             | \$146.00 Per Hour |
| Planning Technician.....                                              | \$104.00 Per Hour |
| Partner.....                                                          | \$190.00 Per Hour |
| Principal/Environmental.....                                          | \$190.00 Per Hour |
| Managing Partner/Administrative Partner.....                          | \$200.00 Per Hour |

**Invoices** - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.







**Standard of Care** - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

**Contaminated Material** - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

**Utilities** - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

**Right of Entry/Worksite** - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

**Indemnification** - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

**Limitations of Liability** - In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

**Termination** - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination by Client, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**Assigns** - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME with respect to unpaid services.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.



(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 16 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): David J. Samuel, Managing Partner

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

Company Name: CME Associates

Tel. No.: 732-727-8000

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

4/15/15

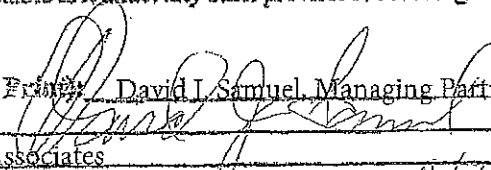
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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

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

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

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

Representative's Name/Title Printed: David I. Samuel, Managing Partner  
Representative's Signature:   
Name of Company: CME Associates  
Tel. No.: 732-727-8000 Date: 4/15/15

**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: CME Associates

Address: 3141 Bordentown Ave., Parlin, NJ 08859

Telephone No. : 732-727-8000

Contact Name: David J. Samuel, Managing Partner

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

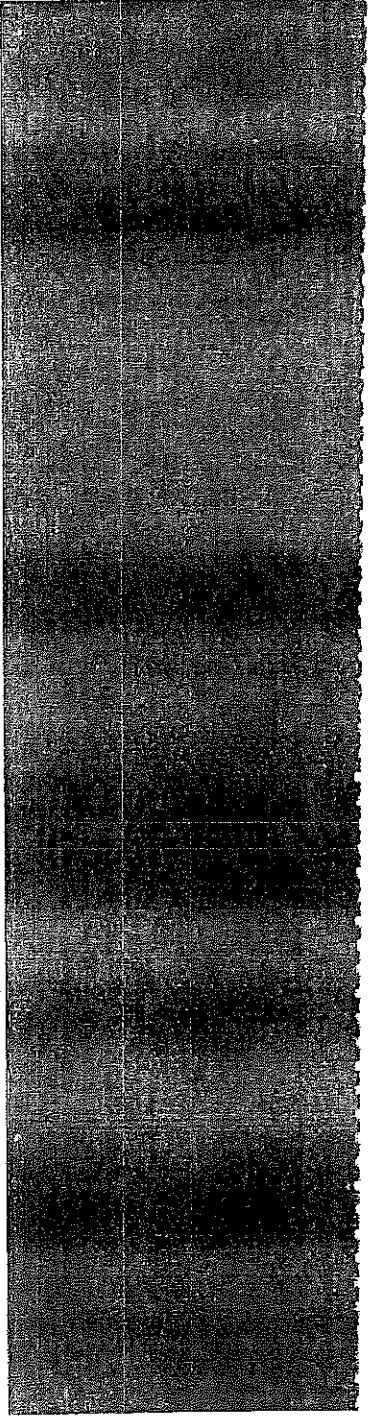
**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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

**Woman Business Enterprise**

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

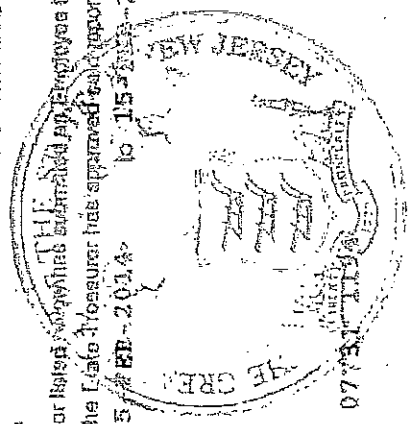
**DIVISION OF PURCHASING COPY**



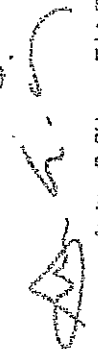
Certification 1818

**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 the report. This approval will remain in effect for the period of 15 FEB 2014 to 15 FEB 2017



CME ASSOCIATES  
1460 ROUTE 9, SOUTH  
HOWELL NJ 07731

  
Andrew P. Skamoch-Erboff  
State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
P.O. BOX 280  
TRENTON, NJ 08646-0280

TAXPAYER NAME:

STEFANO, SAMUEL D. CORNELL, J. MCCLELLAN CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#

11F495

ADDRESS

7480 ROUTE 9  
HOWELL NJ 07731

ISSUANCE DATE:

05/07/02

EFFECTIVE DATE:

01/01/97

*Thomas J. Gatta*  
Deputy Director

FORM-BRC(09-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at all work sites.



**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 CME Associates (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 CME Associates (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: \_\_\_\_\_

Signed David J. Samuel Title: Managing Partner

Print Name David J. Samuel, P.E. Date: April 4, 2014

Subscribed and sworn before me,  
this 19 day of April, 2014.  
My Commission expires: 10/30/2016

Seal)

(Affiant)  
Bethany L. Ryan  
(Print name & title of affiant) (Corporate

**BETHANY L. RYAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 10/30/2016**

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



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

City Clerk File No. Res. 15.396

Agenda No. 10.Z.16

Approved: MAY 27 2015

TITLE:



## RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FIREWORKS BY GRUCCI, INC., FOR A FIREWORKS DISPLAY ON JULY 4, 2015 NEAR LIBERTY STATE PARK

### COUNCIL

offered and moved adoption

of the following resolution:

**WHEREAS**, the City of Jersey City (City) requires the services of Fireworks by Grucci, Inc. (Grucci) to present a fireworks display of approximately twenty to twenty-two minutes commemorating Independence Day as part of the City's July 4<sup>th</sup> event to be held at Liberty State Park; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-2(6) professional services include services rendered in a the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

**WHEREAS**, it is not practical to solicit quotations because of the creative and artistic nature of these services; and

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

**WHEREAS**, Grucci is qualified to perform these services and submitted a proposal dated \_\_\_\_\_ indicating that it will provide the services for a total contract amount not to exceed \$75,000; 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 \$17,500.00; and

**WHEREAS**, Grucci has completed and submitted a Business Entity Disclosure Certification which certifies that Grucci has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2014) contributions are exempt), and that the contract will prohibit Grucci from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, funds in the amount of \$75,000 are available in Account No. 01-201-30-412-314; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FIREWORKS BY GRUCCI, INC., FOR A FIREWORKS DISPLAY ON JULY 4, 2015 NEAR LIBERTY STATE PARK**

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 agreement with Fireworks by Grucci, Inc. for providing a fireworks display on July 4, 2015 near the Liberty State Park coastline in connection with the City's July 4<sup>th</sup> Celebration; and
2. The total contract amount for these services shall not exceed the sum of \$75,000; and
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and
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; and
5. This award of contract shall be subject to the condition that Fireworks by Grucci, Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that funds in the amount of \$75,000.00 are available in Account No.: 01-201-30-412-314 for payment of this resolution.

PO #117233

Donna Mauer, Chief Financial Officer

JMcK  
Draft 1 - 5/18/2015

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FIREWORKS BY GRUCCI, INC., FOR A FIREWORKS DISPLAY ON JULY 4, 2015 NEAR LIBERTY STATE PARK

**Project Manager**

|                     |                  |                |
|---------------------|------------------|----------------|
| Department/Division | Cultural Affairs |                |
| Name/Title          | Elizabeth Cain   |                |
| Phone/email         |                  | ECain@icnj.org |

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

**Contract Purpose**

Resolution awarding a Professional Services Agreement to Fireworks by Grucci, Inc. for a fireworks display on July 4, 2015 near Liberty State Park

**Cost (Identify all sources and amounts)**

\$75,000

**Contract term (include all proposed renewals)**

Type of award Professional Services Contract Award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

5/20/15  
Date

## AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Fireworks by Grucci, Inc., 20 Pinehurst Drive, Bellport, NY 11713 (hereinafter referred to as "Consultant").

**WHEREAS**, the City requires the services of a professional firm in order to design and implement a fireworks display on July 4, 2015; and

**WHEREAS**, Consultant has agreed to provide design services for a lump sum fee of \$75,000.00; and

**WHEREAS**, this Agreement was authorized by Resolution \_\_\_\_\_ approved on May 27, 2015; and

**WHEREAS**, Consultant has the skills and expertise necessary to provide these services to the City.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Consultant to design and implement a fireworks display on July 4, 2015.

### ARTICLE II Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Proposal prepared by Consultant dated \_\_\_\_\_ which is attached hereto and incorporated herein by reference (Exhibit A), and in accordance with this Agreement. In the event that there is a conflict or discrepancy among the provisions of this Agreement, and the provisions of Exhibit A, the provisions of this Agreement shall govern over the provisions of Exhibit A.

2. Such described services shall be performed during a period of one (1) day, commencing upon the issuance of a Notice to Proceed by the City's Purchasing Agent.

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 \$75,000.00, including fees and expenses. Compensation shall be payable after the delivery and performance of the services. The processing time for payment is approximately three (3) weeks.

### ARTICLE V Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability 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 one million dollars (\$1,000,000) 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

1. The City shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII  
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII  
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX  
Assignment

Consultant shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

ARTICLE X  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

ARTICLE XI  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal, executed Addendum to the Agreement.

ARTICLE XII  
Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII  
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XIV  
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement



ARTICLE XV  
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence

ARTICLE XVII  
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

|                         |                         |
|-------------------------|-------------------------|
| <hr/> <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> <hr/> |
|-------------------------|-------------------------|

ARTICLE XVIII  
New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or

f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### ARTICLE XIX

##### City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, 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 XX

##### Political Contribution 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 of the City of Jersey City when the contract is awarded.

#### ARTICLE XXI

##### Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional

information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

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 J. Kakoleski  
Business Administrator

ATTEST:

FIREWORKS BY GRUCCI, INC.

\_\_\_\_\_

\_\_\_\_\_

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

City Clerk File No. Res. 15.397

Agenda No. 10.Z.17

Approved: MAY 27 2015

TITLE:



## RESOLUTION APPOINTING OSCAR L. VELEZ AS A MEMBER OF THE JERSEY CITY INCINERATOR AUTHORITY

### COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 20, 2015, that he has appointed **Oscar L. Velez**, of 71 Beach Street, Jersey City, New Jersey, 07307, as a member of the **Jersey City Incinerator Authority**. Mr. Velez is replacing Khemraj Chico Ramchal, who has resigned. Mr. Velez's term will commence immediately upon adoption of this resolution and expire on February 1, 2020.

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

RB:sgj

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors  
8.e  
Meeting 05.27.2015

May 20, 2015

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

Dear President and Council Members,

Kindly be advised that I have appointed **Oscar L. Velez**, of 71 Beach Steet, Jersey City, New Jersey, 07307, as a member of the **Jersey City Incinerator Authority**. Mr. Velez is replacing Khemraj Chico Ramchal, who has resigned. Mr. Velez's term will commence upon the adoption of a resolution and expire February 1, 2020.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop  
Mayor

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

c: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Oren Dabney, Chief Executive Officer, JCIA  
Mark Albiez, Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Oscar L. Velez

## Oscar L. Velez

71 Beach St. Jersey City, NJ 07307

### **EXPERIENCE**

#### **Principal of Webb Elementary School PS 22**

*Jersey City, NJ August 2013 – Present*

- Provide professional learning opportunities for all staff members through the facilitation of PLC's
- Implement the practice of analyzing student work in order to drive instruction
- Comply with state and district mandates (i.e. SGO's, CCSS etc...)
- Ensure that the school maintains an environment that is safe and secure to maximize learning.

#### **Vice Principal of Henry Snyder HS**

*Jersey City, NJ August 2011 – July 2013*

- Coordinate and organize all schedules for students and teachers
- Oversee the Guidance, Social Studies, World Language and Visual Arts Department
- Coordinate and facilitate Professional Learning Communities
- Evaluate and Assess teachers in order to improve instruction.

#### **Supervisor of Schools Jersey City Public Schools**

*Jersey City, NJ September 2008-present*

- Collaborate with elementary school principals in operational functions including budget analysis, curriculum development and implementation, hiring of faculty, and building facility management
- Create and coordinate Professional Learning Communities in schools, providing teachers and staff opportunities to engage in discussions about professional texts to improve instructional practices
- Research, train staff and implement district curriculum for Language Arts, Math, Social Studies, and Science for grades K-8
- Analyze standardized test score data in conjunction with ongoing school-based assessments to drive decisions

#### **Educational Data Analyst for Special Education**

*Jersey City, NJ January 2007-September 2008*

- Drafted reports based on student achievement data, individualized education plans, (IEP) and instructional practices
- Researched new technology-driven programs for students with special needs to be implemented throughout the district
- Served as liaison during NJ State audit of Special Education Department, coordinating corrective action plans for targeted schools

#### **Literacy Coach for Special Education teachers**

*Jersey City, NJ September 2005 -January 2007*

- Trained teachers and staff in Balanced Literacy approach to Language Arts instruction
- Worked with Lower Elementary teachers to develop lesson plans and units of study based on the workshop model
- Developed and presented literacy workshops in schools that serviced 8 schools within the district.

#### **Social Studies Teacher**

*Jersey City, NJ September 1998-September 2005*

- Middle School teacher for 30 students, with focus on American History and World Geography
- Assisted with coordination of services for ESL students, coordinating with ESL staff and other teachers
- After-school academic programs in Intervention Literacy and Assistant Football Coach for high school

### **EDUCATION**

New Jersey City University, Graduate School of Education

Master of Science, Educational Leadership, May 2008

Rutgers University

Bachelor of Arts, History, May 1998. Honors: Dean's List

### **CERTIFICATION**

New Jersey Certificate for Principal

New Jersey Permanent Certification for Supervisor of Schools and Teacher of Elementary Education

### **LANGUAGES**

Bilingual in Spanish and English

**CITY OF JERSEY CITY**  
**Office of the City Clerk**  
280 Grove Street  
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk  
Sean J. Gallagher, R.M.C., Deputy City Clerk



Telephone: (201) 547-5150  
Fax: (201) 547-5461

**APPLICATION FOR MUNICIPAL PUBLIC SERVICE**

Date: 5/20/15

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) JCIA Board
- b) \_\_\_\_\_
- c) \_\_\_\_\_

Name: Oscar Velez

Address of Residence: 71 Beach St, Jersey City NJ 07307

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Education related to the authorities, boards or commissions of choice:

BA - History ; MA - Educational Leadership

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

School Principal ; Former Board Member of New City Kids

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

N/A

Signature: [Handwritten Signature]



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

City Clerk File No. Res. 15.398

Agenda No. 10.Z.18

Approved: MAY 27 2015

TITLE:



## RESOLUTION APPOINTING DANNON HILL AS AN ALTERNATE MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

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

**WHEREAS**, the Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 20, 2015, that he has appointed **Dannon Hill**, of 72 Clendenny Avenue, Jersey City, New Jersey, 07304 to serve as an **Alternate Member** of the **Jersey City Rent Leveling Board**, replacing Manuel D. Vales, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2016.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Dannon Hill** as an **Alternate Member** of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5.27.15                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                | ✓   |     |      | YUN           | ✓      |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                 | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors  
8.f  
Meeting 05.27.2015

May 20, 2015

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

Dear President and Members,

Kindly be advised that I have appointed **Dannon Hill**, of 72 Clendenny Avenue, Jersey City, New Jersey, 07304 to serve as an **Alternate Member** of the **Jersey City Rent Leveling Board**, replacing Manuel D. Vales, whose term has expired. Mr. Hill's term will commence upon the adoption of the resolution and expire on January 20, 2016.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop  
Mayor

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

P: 201 547 5200  
F: 201 547 5442

WWW.JERSEYCIY.NJ.GOV  
WWW.CITYOFJERSEYCIY.COM

cc: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Charles Odej, Rent Leveling Board  
Mark Albiez, Chief of Staff, Mayor's Office  
Nancy Warlikowski, Mayor's Office  
Dannon Hill

Dannon Hill  
72 Clendenny Avenue  
Jersey City, NJ 07304

## OBJECTIVE

To obtain a position within an organization that utilizes my construction and personnel skills

## WORK HISTORY

- Housing Authority - Jersey City, NJ* Aug 2013 - Present
- Electrical, plumbing, carpentry and flooring maintenance
- Director, Stop the Drop - Jersey City, NJ* July 2013 – Aug 2013
- Directed 160 people on a daily basis
  - Coordinated route planning with other agencies to remove litter
- Co-owner & Contractor, H&H Construction - Jersey City, NJ* April 2012 - Present
- All purpose residential and commercial construction
- Fire Alarm and Sprinkler Inspector, B&H Securities Inc. - Union, NJ* Feb 2012 – Feb 2013
- Performed inspections and maintenance services
- Certified Electrician, Cloffi Electric LLC - Kendall Park, NJ* Aug 2011 – Feb 2013
- Driver, New Century Transportation - Westhampton, NJ* Nov 2002 – Oct 2010
- Delivered and picked up hazardous and non-hazardous materials
  - Dispatched
  - Kept customers informed by forwarding shipment date, method, and current statuses; answering questions through email and telephone
  - Accomplished new and different requests, explored opportunities to add value to job accomplishments
- Mercury Ltg - Fairfield, NJ* Nov 1994 – Sept 2001
- Delivered light fixtures throughout the tri-state area
  - Assembled commercial and residential light fixtures on production lines
  - Operated forklifts
- Military US Air Force, AFSC Command and Control Headquarters Department* Dec 1987 – July 1990
- Wrote reports for Intelligence, Weather, Deployment of Security Troops & Aircraft units
  - Gave briefings to heads of departments
  - Transportation Department, dispatcher

## EDUCATION

Pennco Tech - Bristol, PA

National Education Center R.E.T.S - Nutley, NJ

## ORGANIZATIONS

1158 Local Union Representative

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

City Clerk File No. Res. 15.399

Agenda No. 10.Z.19

Approved: MAY 27 2015

TITLE:



## RESOLUTION APPOINTING MUHAMMED AKIL AS A MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

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

**WHEREAS**, the Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 20, 2015, that he has appointed **Muhammed Akil**, of 130 Carteret Avenue, Jersey City, New Jersey, 07305, to serve as a regular member of the **Jersey City Rent Leveling Board**, replacing Emmanuel B.N. Okoye, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Muhammed Akil** as a member of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors  
8.g  
Meeting 05.27.2015

May 20, 2015

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

Dear President and Members,

Kindly be advised that I have appointed **Muhammed Akil**, of 130 Carteret Avenue, Jersey City, New Jersey, 07305, to serve as a member of the **Jersey City Rent Leveling Board**, replacing Emmanuel B.N. Okoye, whose term has expired. Mr. Akil's term will commence upon the adoption of the resolution and expire on January 20, 2018.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop  
Mayor

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

cc: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Charles Odei, Rent Leveling Board  
Mark Albiez, Chief of Staff, Mayor's Office  
Nancy Warlikowski, Mayor's Office  
Muhammed Akil

## PROFESSIONAL CAREER

July 1, 2013-October 15, 2014      City of Jersey City      Jersey City, NJ  
Chief of Staff – City of Jersey City/Office of the Mayor

- Chaired bi-weekly Department Director meeting with heads of eight (8) municipal department directors and six (6) autonomous executive directors.
- Assisted the Mayor in exercising executive control and direction over policy development, strategic planning, and research functions which included the development and implementation of department reorganizations, tax plans, and the development of department policy.
- Assisted the Mayor in ensuring the proper coordination of the activities and priorities of the major functional areas of the organization.
- Represented the Mayor in an official capacity as required.
- Developed, recommended, and implemented, with the Mayor's approval, solutions to problems related to both internal operations and policies and external liaison with other agencies.
- Reviewed ongoing management activities within all municipal departments and autonomous agencies and worked closely with managers in resolving problems and making decisions.
- Planned, organized, and directed research studies related to departmental or municipal affairs often of a highly confidential nature.
- Managed special projects at the request of the Mayor.
- Prepared sound reports containing conclusions and recommendations.

### HIGH LIGHTS

- ❖ Assisted Affordable Care Act Registration Drive Campaign
- ❖ Designed Jersey City/Pulaski Skyway Traffic Reduction Plan
- ❖ Designed Summer Youth Employment Program Hiring 1,000 Youth
- ❖ Assisted In Same Sex Marriage Legalization and Marriages
- ❖ Instituted Technology Based Reporting System (Digital Dashboard) To Increase Municipal Efficiency
- ❖ Hosted Both Super Bowl XLVIII Teams (Seattle Seahawks and Denver Broncos)
- ❖ Chaired The "Freedom And Fireworks 4th Of July Festival" in Liberty State Park
- ❖ Designed And Implemented A City Wide Murals Arts Program
- ❖ Designed And Implemented A City Wide Anti Litter Campaign

January 2005–2013      City of Jersey City      Jersey City, NJ  
System's Analyst/Project Manager – Dept of Health and Human Services

- Acted as liaison to a professional architectural firm as well as a large construction firm in the planning and construction of a new Department location.
- Developed and maintained the Department organization chart utilized by senior municipal officials.
- Developed State-required budgets and grant applications.
- Coordinator of the Summer Food Program for Children
- Supervises a 25-person staff to oversee all aspects of Summer Food Program feeding sites for Jersey City children at 70 locations throughout the city providing two thousand meals per day.
- Coordinator of the Departmental relocation into new state of the art facility for '08
- Develop bid specifications for Department programs.
- Liaison between Department and officials at the State Department of Agriculture.
  
- Developed organization charts clearly outlining the every individuals and their function within Department.
- Prepared correspondence, reports, and recommendations for the review and signature of the Director.

January 2010-January 2013      More Than A Race, Inc.      Jersey City, NJ

### **Founder/Executive Director**

- Designed and implemented the mentoring model for Jersey City youth that included both educational and recreational activities.
- Coordinated fundraising efforts annually through private donors and foundations.
- Monitored all budgetary matters.
- Coordinated all program activities.
- Conducted youth and family outreach, recruiting between 130-150 youth annually.
- Recruited and supervised 25-30 staff members and volunteers.
- Served as the lead youth counselor, conducting lectures and workshops.
- Created a evaluation system measuring the impact involvement the program has on participating youth

**May 2004 – January 2005**

**City of Jersey City**

**Jersey City, NJ**

### **Mayoral Aide; and Aide to the Corporation Counsel**

- Assisted the in the formulation of effective policies and procedures in the operation of the municipal government.
- Served as a liaison between Office of the Mayor and Office of the Corporation Counsel.
- Reviewed and recommended personnel hiring, title changes and salary increases of municipal employees.
- Collected and analyzed data needed as a basis for administrative decisions.
- Prepares correspondence, reports, and recommendations for the review and signature of the mayor, some of which were complex and confidential nature.
- Coordinates the activities of municipal departments entailing a comprehensive knowledge of municipal department, bureau or division programs, objectives, standards, policies, and procedures.
- Reviewed and established municipal personnel policies and procedures.
- Acted as a liaison between the Mayor and public providing information to those requesting it, including department, division or bureau personnel, the representatives of state, local, and other groups.
- Represented the Mayor at speaking engagements, hearings, and conferences.
- Assembles statistical and other materials required for reports, memoranda, and speeches.
- Acted as the "Front Line Problem Solver" to resolve any problems brought to the attention of the Mayor.
- Maintained confidential, personal correspondence, and other records and files.

**Oct. 2001- July 2002**

**City of Jersey City**

**Jersey City, NJ**

### **Assistant Business Administrator**

- Assisted in the preparation, review and allocation of a \$356 million municipal budget.
- Facilitated the development and execution of enhanced management methods for departments.
- Presided over Division Directors responsible for areas of city management.
- Crafted agendas and chaired bi-weekly Division Directors meetings.
- Developed and implemented a security procedure for City Hall in the wake of the 9/11 terrorist attacks.
- Assisted the Business Administrators in advising the Municipal Council on matters of policy.
- Served as liaisons for the Office of the Business administrator and the municipal Law Department.
- Prepared comprehensive reports and supervised the establishment and maintenance of records.
- Co-Created an extensive "Desktop Deployment Plan" to launch 800 new desktop computers throughout a municipal administration via Division of Information Technology.

**January 1994-January 2004**

**Lost Link Enterprises**

**Chicago, IL/ Jersey City, NJ**

### **Sr. Program Coordinator**

- Recruit and represent client base consisting of the nation's leading lectures in the academic, entertainment and sports industries.
- Designer, writer and copy editor for a company website, annual product catalogs and marketing materials distributed to over 5,000 universities throughout the U.S.

- Developed contracts, bid and offer letters that supported the event planning needs of the market yet protected the integrity and personnel resources of the company.
- Liaison for lecturer client base and university administrators and responsible for contract negotiation.
- Developed and implement courses of action for prospecting potential clients in highly competitive markets.
- Coordinated vendor's fairs, trade shows, seminars and conferences throughout the Midwest providing educational, health, academic and entertainment programs for various colleges and universities.
- Responsible for all company communication-print and broadcast, press releases, promotional kits, catalogs and brochures.
- Supervised the development and maintenance of corporate website.
- Coordinated national promotional launch introducing new additions to company's high profile catalogue distributed to over 5,000 universities/ colleges via direct mail and trade-show presence.
- Hosted nation's leading lecturers during high-profile engagements and coordinated book signing, receptions, and celebrity appearances.
- Managed and develop budgets for operational expenses, marketing, internet presence, payroll accounts and corporate staff policies.
- Developed and conducted leadership seminars/ workshops for administrators and student leadership for leading universities and associations at local, regional and national conferences.

### EDUCATION & HONORS

**Bowling Green State University (Undergraduate Studies)**  
Communication Studies/ Business Administration

**Bowling Green, OH**  
1988-1993: Completed B.A.

**Northwestern University (Graduate Studies)**  
Communication Studies

**Evanston, IL**  
1994-1997: Masters/PhD. Track

- ❖ Awarded University Fellowship Ph.D. - Dept of Communication Studies at Northwestern University.
- ❖ National Finalist of "Rising Star Award" of Entrepreneurship by Black Enterprise magazine.
- ❖ Recipient of the Incentives for Excellence Award by the National Science Foundation

### PERSONAL INTERESTS

Participant: Durban, South Africa Comrades 90k Ultra Marathon, Caumsett Park 50k Ultra Marathon, NYC ING Marathon, LaSalle Bank Chicago Marathon, Negril, Jamaica Reggae Marathon, Philadelphia Marathon, Washington DC Marine Corps Marathon, NYC Tunnel To Towers Run.



**CITY OF JERSEY CITY**  
**Office of the City Clerk**  
280 Grove Street  
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk  
Sean J. Gallagher, R.M.C., Deputy City Clerk



Telephone: (201) 547-5150  
Fax: (201) 547-5461

**APPLICATION FOR MUNICIPAL PUBLIC SERVICE**

Date: 5/20/15

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) RENT LEVELING
- b) \_\_\_\_\_
- c) \_\_\_\_\_

Name: MUHAMMED AKIL

Address of Residence: 130 CARTERET AVE JC, NJ 07305

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Education related to the authorities, boards or commissions of choice:

BA: COMMUNICATION STUDIES / BUSINESS ADMIN.

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

\_\_\_\_\_  
\_\_\_\_\_

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

FORMER COMMISSIONER: JCEPT

Signature: Muhammed Akil

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

City Clerk File No. Res. 15.400

Agenda No. 10.Z.20

Approved: MAY 27 2015

TITLE:



**RESOLUTION (1) INTRODUCING AND APPROVING THE 2015 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET**

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

**WHEREAS**, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-022** the City of Jersey City established the McGinley Square Special Improvement District (MSSID) to be operated by the McGinley Square Special Improvement District Management Corporation; and

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

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

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

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

**WHEREAS**, the District Management Corporation of McGinley Square Special Improvement District has submitted its 2015-2016 fiscal year budget, July 1, 2015 – June 30, 2016 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2015-2016 fiscal year budget, July 1, 2015 – June 30, 2016 of the McGinley Square Special Improvement District, attached hereto as Exhibit A, was approved by the McGinley Square Special Improvement District at its March 24, 2015 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

TITLE: **MAY 27 2015**

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
  - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
  - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
  - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
  - (d) at least 10 days before the date of the scheduled hearing
    - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
    - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
    - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2015.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel  
 Certification Required   
 Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | 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

## 2015-16 PROPOSED MCGINLEY SQUARE PARTNERSHIP BUDGET

| <u>REVENUES</u>          | Total<br><u>Budget</u> | <u>NOTES</u>                                                     |
|--------------------------|------------------------|------------------------------------------------------------------|
| Cash on Hand             | 22,000.00              | Cash balance projected as of 7/1/15                              |
| 2015-16 SID taxes        | 72,336.51              | same assessment formula as in past years                         |
| Banners/CCEF             | <u>1,330.00</u>        | 20 Banners-\$1280 profit; CCEF-\$50                              |
| <b>TOTAL REVENUE</b>     | <b>95,666.51</b>       |                                                                  |
| <br>                     |                        |                                                                  |
| <b><u>EXPENSES</u></b>   |                        |                                                                  |
| Rent                     | 1,800.00               | \$150 per month to Bardack Realty                                |
| Insurance                | 1,400.00               | D&O insurance, \$2 million general liability insurance           |
| Office Supplies          | 760.00                 | stamps, paper, etc. (no bottled water)                           |
| Audit/Tax Return         | 5,500.00               | Madeline Miller, CPA; same as 2014-15                            |
| Telephone                | <u>2,000.00</u>        | land line, internet, fax                                         |
| Subtotal                 | 11,460.00              |                                                                  |
| <br>                     |                        |                                                                  |
| Management (on-site)     | 43,113.27              | FTM staff; same as 2014-15                                       |
| <br>                     |                        |                                                                  |
| <b><u>Marketing</u></b>  |                        |                                                                  |
| Website                  | 1,350.00               | includes creation, monthly webhost & update fees & Facebook page |
| Holiday Lights-2014      | <u>3,500.00</u>        | full display of 50 ornaments + electricity                       |
| Total Marketing Subtotal | 4,850.00               |                                                                  |
| <br>                     |                        |                                                                  |
| Sanitation               | 36,000.00              | same as 2014-15 @ \$3000/month                                   |
| <br>                     |                        |                                                                  |
| Reserve                  | <u>243.24</u>          | unanticipated or non-budgeted expenses                           |
| <b>TOTAL EXPENSES</b>    | <b>95,666.51</b>       |                                                                  |

## **2015-2016 BUDGET RESOLUTION**

It is hereby resolved that the McGinley Square Special Improvement District Management Corporation, at its Annual Membership Meeting on April 16, 2015, held at the corporate office, unanimously approved for adoption by City Council of Jersey City, the 7-1-15 to 6-30-16 McGinley Square Special Improvement District Management Corporation budget in the total amount of \$95,666.51.

The budget was previously approved for recommendation to the membership by the McGinley Square Special Improvement District Management Corporation Board of Directors at its meeting on March 24, 2015 in accordance with the corporate bylaws.

A quorum for the 2015 McGinley Square Special Improvement District Management Corporation Annual Membership Meeting was recorded in accordance with the corporate bylaws.

We certify that the Resolution accurately reflects the proceedings of the 2015 Annual Membership Meeting of the McGinley Square Special Improvement District Management Corporation.

---

ROGER HEJAZI,  
PRESIDENT

---

CHRISTINE BARRESI,  
EXECUTIVE DIRECTOR

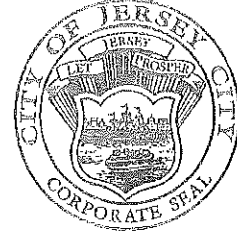
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.401

Agenda No. 10.Z.21

Approved: MAY 27 2015

TITLE:



**RESOLUTION URGING THE OFFICE OF ADMINISTRATION TO DEVELOP AND PROVIDE ETHICAL TRAINING IN PERSON AND ONLINE FOR ALL ELECTED OFFICIALS OF THE CITY OF JERSEY CITY**

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

**WHEREAS**, it is the goal of all elected officials of the City of Jersey City that they be held to the highest ethical standards in conducting the public business of the City of Jersey City both in principle and in reality; and

**WHEREAS**, to achieve this goal it is critical that all such elected officials, but especially those who are newly elected, are thoroughly educated about existing ethical codes and laws that govern their conduct; and

**WHEREAS**, one way of insuring that goal is to provide every elected official with a copy of the Local Ethics Code immediately upon being sworn into office; and

**WHEREAS**, in furtherance of that goal, it is also important to emphasize to the elected officials of their right to seek advice and guidance from the Local Ethics Board to resolve ethics related questions; and

**WHEREAS**, the administration of the City of Jersey City also has a vested interest in insuring that its elected officials are as fully informed as possible about their ethical duties and obligations; and

**WHEREAS**, it is in the public interest to provide appropriate education and guidance to insure that elected officials will avoid even the appearance of ever violating the public trust; and

**WHEREAS**, it is critical for elected officials to receive appropriate guidance and training in person and online, regarding their ethical duties and responsibilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Office of Administration is hereby urged to assist the municipal council in Developing and Providing Ethical Training In Person and Online for All of it members, especially newly elected members, to insure the highest ethical standards while conducting the public business of the City of Jersey City individually and as a body.

JW/he  
5/20/15

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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. 15.402

Agenda No. 10.Z.22

Approved: MAY 27 2015

TITLE:



## RESOLUTION DECLARING MONTH OF MAY 2015 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

**WHEREAS**, Jersey City takes great pride in its rich diversity and recognizes close to 60,000 Asian Americans and Pacific Islanders that call Jersey City home, which amounts to almost a quarter of Jersey City's total population as of the 2010 Census; and,

**WHEREAS**, Asian Americans and Pacific Islanders comprise many ethnicities and languages, and have come from all parts of the Asian continent and Pacific Islands; and,

**WHEREAS**, Asian and Pacific Islander Americans' myriad achievements embody the American and Jersey City experience; they have persevered, contributed, and are leaders in every aspect of American and Jersey City life such as government, business and industry, science, medicine and health care, arts and entertainment, the law, law enforcement, education; and,

**WHEREAS**, the United States Congress passed a joint Congressional Resolution in 1978 to commemorate Asian and Asian Pacific American Heritage Week during the first week of May; In 1990, Congress voted to expand it from a week to a month-long celebration; In May 1992, the month of May was permanently designated as "Asian/Pacific American Heritage Month"; President Barack Obama has designated May as Asian American and Pacific Islander Heritage Month; and,

**WHEREAS**, this is an appropriate time to provide all Americans, and residents of the City of Jersey City, with the opportunity to learn and appreciate Asian Americans and Pacific Islanders and their historic and social contributions to Jersey City and the United States; and,

TITLE: **MAY 27 2015**

**RESOLUTION DECLARING MONTH OF MAY 2015 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH**

**WHEREAS**, the City of Jersey City is hosting and supporting a number of events that are organized with the Asian American and Pacific Islander population in mind, including: Korean Artists Group Exhibition in the Rotunda leading events up to the beginning of May; the Santacruzán and Flores de Mayo festival in downtown Jersey City along Manila Avenue, now in its 37th year (May 24); the Philippine American Friendship Committee is celebrating its 25th Anniversary with its annual Coronation Ball (May 30); City Hall hosted a prayer vigil with the Nepalese community in light of the recent devastating earthquake; the Jersey City Public Library hosting White House Initiative on Asian Americans And Pacific Islanders' (WHIAAPI) listening session on employment and labor rights (May 30); and again WHIAAPI extending the observance with a grant writing technical assistance conference to be held at the Council Chambers on June 9; and,

**WHEREAS**, it is necessary to instill in our youth the importance of education, history, and diversity, in creating role models; in establishing a proud cultural identity; and in producing exceptional citizens of our City and our nation.

**NOW, THEREFORE, BE IT RESOLVED**, that the Jersey City Municipal Council proclaims the Month of May as **Asian American and Pacific Islander Heritage Month** and urges the people of the Jersey City to observe it with appropriate programs and activities.

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_ Corporation Counsel

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | 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. 15.403

Agenda No. 10.Z.23

Approved: MAY 27 2015

TITLE:



**RESOLUTION URGING THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO DESIGNATE NEPAL FOR TEMPORARY PROTECTED STATUS (TPS) UNDER §244(b) OF THE IMMIGRATION AND NATIONALITY ACT IN THE WAKE OF THE WIDESPREAD DESTRUCTION CAUSED BY THE RECENT NEPAL EARTHQUAKE**

**WHEREAS**, On April 25th, a 7.8 magnitude earthquake occurred in Nepal, approximately 50 miles northwest of Kathmandu. Government reports confirm that 30 out of 75 districts in the country have been affected in the Western and Central Regions, including mountain and hilly areas, in areas where rural populations are dispersed, as well as some very densely populated districts and Nepal's two largest cities – greater Kathmandu and Pokhara; and,

**WHEREAS**, according to the most recent USAID report on May 13, the Government of Nepal reported 8,219 fatalities; close to 17,900 people injured; more than 280,000 homes destroyed and more than 250,000 more homes damaged. These figures are expected only to rise after a powerful aftershock, a 7.3 magnitude earthquake struck on May 12; and,

**WHEREAS**, The U.S. Department of State recommends that U.S. citizens in Nepal exercise caution when traveling in or planning departure from the country. Infrastructure is fragile, access to basic resources is limited and cell phone and internet service are intermittent. In Kathmandu, some buildings are collapsed and roads are impassable; and,

**WHEREAS**, the United States government, military, and humanitarian organizations have directed desperately needed relief. According to USAID, over \$32 million in humanitarian aid has been implemented as of their May 13 report; and,

**WHEREAS**, §244(b) of the Immigration and Nationality Act allows the Secretary of the United States Department of Homeland Security to designate, for a protected time period, a foreign state for special protection if a natural disaster prevents the state from being able to adequately handle the return of nationals. In the alternative, §244(b) allows the Secretary to grant Temporary Protected Status ("TPS") upon a finding of "extraordinary and temporary conditions in the foreign state that prevent...nationals of the state from returning to the state in safety"; and

**RESOLUTION URGING THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO DESIGNATE NEPAL FOR TEMPORARY PROTECTED STATUS (TPS) UNDER §244(b) OF THE IMMIGRATION AND NATIONALITY ACT IN THE WAKE OF THE WIDESPREAD DESTRUCTION CAUSED BY THE RECENT NEPAL EARTHQUAKE**

**WHEREAS**, Senator Ben Cardin, Ranking Member of the Senate Foreign Relations Committee, sent a request to President Barack Obama asking the U.S. government to provide Temporary Protected Status (TPS) for Nepalese nationals present in the United States that cannot return to their country due to the earthquake and humanitarian crisis in Nepal; and

**WHEREAS**, given the widespread destruction, loss of life, and ongoing dangerous situation on the ground, Nepal more likely satisfies conditions o merit a designation of TPS; and

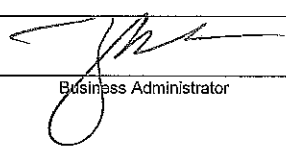
**WHEREAS**, a grant of TPS would allow Nepal nationals currently residing in the United States to continue residing in the U.S. with temporary legal status. TPS will provide Nepal nationals protection from deportation, travel authorization, and the ability to work legally in the U.S. Granting TPS would allow Nepal nationals to continue working and generating income that can be sent to help their families back home; and

**WHEREAS**, deporting Nepal nationals would burden an already strained infrastructure in Nepal by forcing the country to reabsorb thousands of its nationals currently abroad during this national emergency. It would also force Nepal nationals to return to their country at a time when conditions on the ground remain unsafe;

**WHEREAS**, the United States of Homeland Security and the United States Citizenship and Immigration Services acted quickly in very similar circumstances to designate for TPS, Haiti in 2010 and El Salvador in 2001, after massive earthquakes hit those countries.

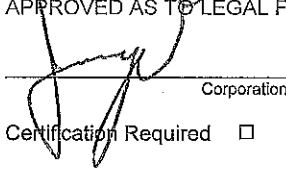
**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City hereby urges Secretary Jeh Charles Johnson of the U.S. Department of Homeland Security to exercise his authority under §244(b) of the Immigration and Nationality Act to designate Nepal for Temporary Protected Status ("TPS") and the City Clerk is hereby directed to forward this resolution to Secretary Johnson forthwith.

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

  
Business Administrator

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

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required

Not Required


APPROVED **8-0**


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | 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

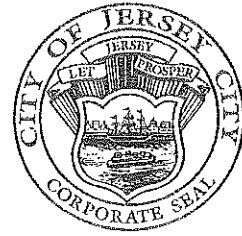
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.404

Agenda No. 10.2.24

Approved: MAY 27 2015

TITLE:



**RESOLUTION AUTHORIZING THE DEPARTMENT OF RECREATION TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE FY 2015 RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) GRANT PROGRAM**

**COUNCIL**  
following resolution.

Offered and moved adoption of the

**WHEREAS**, there is a need to provide recreation and leisure services for individuals with disabilities in the City of Jersey; and

**WHEREAS**, the Recreational Opportunities for Individuals with Disabilities (ROID) Grant support projects that will provide these services to people with disabilities in our community by offering the Recreational Opportunities for Individuals with Disabilities (ROID) Grant Program; and

**WHEREAS**, the Jersey City Department of Recreation wishes to provide individuals with disabilities in need these services being offered under this grant program; and

**WHEREAS**, the Jersey City Centralized Grants and Community Partnership Office desires to submit a grant application to the Department of Community Affairs on behalf of the Jersey City Department of Recreation for the FY 2015 Recreational Opportunities for Individuals with Disabilities (ROID) Grant Program in the amount of \$20,000.00

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

1. The City of Jersey City authorizes the submission of the grant for funding; and
2. These funds will be used by the Jersey City Department of Recreation to provide services for individuals with disabilities.

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED

8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.27.15 |     |     |      |               |        |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMANN    | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓      |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk