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City Clerk File	No	Res.	17-5	34					(F)	ERSE
Agenda No		10.A						1		
Approved:	J	UL 1	9 201	<u> </u>				Ĺ		1214
TITLE:								10		
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may ap made a	prove the i vailable aff	nsertic er the	n of an adoptic	A:4-87 provides that y special item of rev n of the budget, and	enue in	the m	unicipa	l budget when such	item ha	s been
	WHEREA	S, said	Directo	r may also approve t	he inse	rtion of	an item	of appropriation fo	r equal a	mount,
City req items of	uests the D	irector	of the D	EIT RESOLVED by Division of Local Gove Municipal Budget:	the Mur ernment	nicipal tServic	Counci es to a	of the City of Jerse oprove the insertion	ey City, t of the fo	hat the Nowing
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	Body Wor	n Cam	eras (B	WC) Assistance Pro	gram	\$0	.00	\$100,000.00		
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				WC) Assistance Pro	gram	 -	.00	\$113,162.00 \$100,000.00	-	
for the S Grants" Financia	Bub-Region in the CY2 BE IT FUR I Officer to ion proces	al Train 17 But	nsporta udget. : RESO	LVED that the sum of ion Grant is hereby LVED that notification of Loc f the Division of Loc	appropriation of the all Gove	ese bucernmer	inder th	ne caption "Matchin anges will be made ces through the ele O LEGAL FORM	g Funds by the C	for
			RECOR	D OF COUNCIL V		Require		APPROVED	9-0 19.17	
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GADEDEN		ļ	├	YUN OSBORNE	1	-		RIVERA WATTERMAN	- /	
GADSDEN	- 1			ROBINSON	1/			LAVARRO, PRES	1	
BOGGIANO / Indicates Vote	1	<u></u>		LYODHAGOIA	Ιν		l	LAVARRO, PRES	N,VNot	Voting (Abstair
Adopted at a r	neeting o			oal Council of the	City of	Jerse	y City	N.J. Robert Byrne, City C)gmi	
/ .								l	7	

RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2016 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	jmetro@jcnj.org

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

Resolution Purpose

This Resolution is to approve the insertion of any special item of revenue and appropriation in the municipal budget when such item has been made available after the adoption of the budget. (N.J.S.A. 40A:4-87)

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

City Clerk File No	Res. 17-585	-	TERSE
Agenda No.	10.B	<u> </u>	
Approved:	JUL 1 9 2017	<u></u>	E
TITLE:			
			PORATE SEE

RESOLUTION AUTHORIZING THE ACCEPTANCE OF CASH DONATIONS FROM VARIOUS SPONSORS TO SUPPORT THE HAMILTON PARK SUMMER YOUTH BOYS' BASKETBALL LEAGUE FOR THE DEPARTMENT OF RECREATION

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, the Department of Recreation (Department) of the City of Jersey City (City) runs the Hamilton Park Boys' Basketball League (League) which operates to provide competitive games for youngsters who love the sport of basketball; and

WHEREAS, various sponsors have indicated an interest in supporting the league with cash donations; and

WHEREAS, the donations will be deposited into the Recreation Trust Fund Account and used solely to pay for the operating expenses of the League; and

WHEREAS, the City is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law;

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

- the City is hereby authorized to accept cash donations from various sponsors for the Jersey City Department of Recreation's Hamilton Park Summer Youth Boys' Basketball League.
- the donations will be deposited into the Recreation Trust Fund Account and used solely for the purpose of offsetting the operating costs of the Hamilton Park Summer Youth Boys' Basketball League.

BE IT FURTHER RESOLVED, that the City of Jersey City hereby sincerely thanks all of the sponsors for their support.

APPROVED: APPROVED AS TO LEGAL FORM APPROVED: Business Administrator Certification Required Not Required APPROVED 9-0 RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-19-17 COUNCIL DEDSON LAVE NAV AND LOCAL PASSAGE 7-19-17	B.18				•			Walter Committee		1 11		
Certification Required □ Not Required □ APPROVED 9-0 RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17	1-11			O LEGAL FORM	O AS TO	ROVE	APPF			<u> </u>	<u> </u>	APPROVED:
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APPROVED 9-0 RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17				red □	Requi	ication	Certif)	,		
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GAJEWSKI / YUN / RIVERA /				RIVERA			/	YUN			/	GAJEWSKI
GADSDEN / OSBORNE / WATTERMAN /			1	WATTERMAN			1	11			1	GADSDEN
BOGGIANO ROBINSON LAVARRO, PRES				LAVARRO, PRES				ROBINSON			V	BOGGIANO

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 ACCEPTANCE OF CASH DONATIONS FROM VARIOUS SPONSORS TO SUPPORT THE HAMILTON PARK SUMMER YOUTH BOYS' BASKETBALL LEAGUE FOR THE DEPARTMENT OF RECREATION

Initiator

Department/Division	Recreation Department	
Name/Title	Kevin Williamson	Director
Phone/email	201-547-4446	KWilliamson@jcnj.org

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

Resolution Purpose

The purpose of this resolution is to accept cash donations from various sponsors who have indicated interests to support the Hamilton Park Summer Youth Boys' Basketball League that will benefit the Youth of City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Recreation Department Director

Date

City Clerk File No	Res. 17-586
Agenda No.	10.C
Approved:	JUL 1 9 2017
TITLE:	



A RESOLUTION COMMENDING MARIA JAVIER FOR ACTS OF HEROISM AND BRAVERY

COUNCIL AS A WHOLE Offered and moved for adoption the following resolution:

WHEREAS, on Wednesday, April 19, 2017, Maria Javier had just returned home from her overnight job, and was preparing a meal when she noticed smoke in her back yard; and,

WHEREAS, after seeing the smoke, Maria Javier immediately ran outside her own home and into the burning building to alert its inhabitants to the fire, successfully evacuating a second-floor resident before realizing the blazing first-floor apartment was still occupied by its elderly resident; and,

WHEREAS, the door to the burning apartment was broken open by another concerned neighbor, and without hesitation Maria Javier ran inside the unit and was able to drag the unconscious elderly inhabitant to the door, where other neighbors helped carry the victim the rest of the way outside; and,

WHEREAS, risking her own safety during the rescue attempt, Maria Javier continuously displayed more concern for the welfare of the fire victim than herself, later expressing that she could not let somebody die, and felt she did all that she could to try and help; and,

WHEREAS, the consensus among Maria Javier's neighbors and other first responders is that she is a hero who should be proud of her actions to try to save a stranger's life;

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Jersey City Municipal Council that **Maria Javier** is hereby recognized and commended for her heroic and selfless actions on the 19th of April in the year 2017.

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 7.19.17										
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN	1			RIVERA	1		
GADSDEN	1			OSBORNE				WATTERMAN	1		
BOGGIANO	/			ROBINSON	V			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 Clerk File No	Res. 17-587				
Agenda No.	10.D				
Approved:	JUL 1 9 2017	<u> </u>			
TITLE:					



A RESOLUTION COMMENDING JAMEEL HARPER FOR ACTS OF HEROISM AND BRAVERY

COUNCIL AS A WHOLE Offered and moved for adoption the following resolution:

WHEREAS, on Wednesday, April 19, 2017, Jameel Harper was preparing to go to a job interview when he smelled smoke from inside his Belmont Avenue apartment; and,

WHEREAS, after a cursory investigation of his own apartment, Jameel Harper realized it was not his home on fire, at which point he went outside and realized that the fire was emanating from a ground-floor apartment two houses down from his own; and,

WHEREAS, Jameel Harper immediately ran to the home that was on fire, broke down the door, and joined with two of his neighbors to rescue the fire victim, an elderly woman who was suffering from smoke inhalation and would not have been able to get out of her apartment on her own; and,

WHEREAS, risking his own safety during the rescue attempt, Jameel Harper continuously displayed more concern for the welfare of the fire victim than himself, later expressing that he just wanted to make sure the elderly woman was ok; and,

WHEREAS, the consensus among Jameel Harper's neighbors and other first responders is that he is a hero who should be proud of his actions to try to save a stranger's life;

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Jersey City Municipal Council that **Jameel Harper** is hereby recognized and commended for his heroic and selfless actions on the 19th of April in the year 2017.

APPROVED:		APPROVED AS TO LEGAL FORM
APPROVED:	Jan	
	Business Administrator	Corporation Counsel Certification Required □
		# - · · · · · · · · · · · · · · · · · ·

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
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GAJEWSKI	1			YUN	/			RIVERA	V		
GADSDEN	1			OSBORNE	1			WATTERMAN	1		
BOGGIANO	1			ROBINSON				LAVARRO, PRES	1/		

✓ 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 Clerk File No	Res. 17-588	_		-	JE
Agenda No.	10.E	_			O TERS
Approved:	JUL 1 9 2017	-	,		E
TITLE:					

A RESOLUTION HONORING MARIA PAGAN FOR HER FORTY-FIVE YEARS OF SERVICE TO THE JERSEY CITY MUNICIPAL COURT

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

WHEREAS, Maria Pagan was hired as an employee of the Jersey City Municipal Court on March 13, 1972; and

WHEREAS, the Jersey City Municipal Court is an independent branch of government constitutionally entrusted with the fair and just resolution of disputes in order to preserve the rule of law and to protect the rights and liberties guaranteed by the Constitution and laws of the United States of America; and

WHEREAS, when Maria Pagan first began working for the Jersey City Municipal Court, she did so in the role of a Spanish-language translator, a position which she held for over a decade before being promoted to the title of Coordinator of Criminal Court Services in October 1985; and

WHEREAS, in the forty-five years that Maria Pagan has served the Court system, its administrators, lawyers, and attorneys, she has been a consummate professional, respected by her colleagues and appreciated for the quality of her work; and

WHEREAS, for last 8 years of her career with the Jersey City Municipal Court, Maria Pagan served as the Municipal Court Director, having worked her way to the top of the administrative hierarchy in Jersey City's judiciary branch of government; and

WHEREAS, on Thursday, June 29, 2017, the Jersey City Mayor, Members of the City Council, Municipal Court coworkers, and friends gathered to honor Maria Pagan for her forty-five years of service to the Court, and to the City of Jersey City; and

WHEREAS, Maria Pagan, having worked hard her entire adult life, is deserving of a lengthy, relaxing retirement, which she plans to spend on the island of Puerto Rico.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby honors Maria Pagan for her forty-five years of service to the Jersey City Municipal Court.

APPROVED: _		APPROVED AS TO LE	GAL FORM	
APPROVED: _	- Chr	2		
	Businešs Administrator	Co	rporation Counsel	
		Certification Required		
		Not Required	□ APPROVED	9-0

RECORD OF COUNCIL YOTE ON FINAL PASSAGE 7.19.17											
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GAJEWSKI	/			YUN	1/.			RIVERA	1		
GADSDEN	1			OSBORNE	1			WATTERMAN	1		
BOGGIANO	1			ROBINSON	1			LAVARRO, PRES	1	1	
✓ Indicates Vote	•							1	V.VNot	Voting (Abstain

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

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

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City Clerk F	lle No. Res. 17-589	FIERSE
Agenda No.	10.F	LET POSTER
Approved:_	JUL 1 9 2017	E
TITLE:	A RESOLUTION HONORING ELDER WILLIE HOLMES SR. FOR 53 YEARS OF PASTORAL SERVICE	CORPORATE SEA
OUNCIL A	AS A WHOLE Offered and Moved for Adoption the Following Resolution:	

WHEREAS, Elder Willie Holmes Sr. had a visitation from the Lord and was saved in 1964 under the leading of the Holy Ghost through Missionaries Melissa Herron, Eleanor Ferguson, and Sister Gadson Jefferson; and,

WHEREAS, Elder Willie Holmes Sr. has been traveling across the country, ministering to the few and to the many, and mentors those seeking a "spiritual father," biblical enlightenment, leadership, and wisdom in the gospel of Jesus Christ; and,

WHEREAS, Elder Willie Holmes, Sr. was selected as the New Jersey Evangelist within the International Bible Way Church and served as a spiritual voice navigating a select group of pastors and churches in the United States, focusing his efforts on tent revivals, baptisms, and weddings with a record of zero divorces and funerals; and,

WHEREAS, Elder Willie Holmes, Sr. started a plastic cover and upholstery business out of the basement of his own home in 1970, and in 1975, as one of the few black-owned business in Jersey City, was able to relocate to 83 Monticello Avenue, where Willie's Plastic Covers and Upholstery operated for over 33 years, employing many people in the community over the decades; and,

WHEREAS, Elder Willie Holmes, Sr. dedicated his life not only spiritual pursuits but also to the humanitarian, feeding the less fortunate and supplying underprivileged men, women, and children with basic materials needed to exist and thrive, always emphasizing that his mission was not for the approval of his fellow man, but to the Glory of God; and,

WHEREAS, Elder Willie Holmes, Sr. continues his ministerial work alongside his children, Pastor William Dennis Holmes of El-Shaddai Deliverance Center, Pastor Emanuel Holmes of New Life Church, and, his five daughters Daphne, Tammy, Robin, Rhonda, and Nya, all of whom are active in these flourishing ministries.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that Elder Willie Holmes, Sr. is hereby recognized, thanked, and congratulated for his 53 years in service to his congregation, and joins them in wishing for continued blessings in the ministry.

APPROVED:			_/_		APP	ROVEI	O AS T	O LEGAL FORM			
APPROVED: Business Administrator						Corporation Counsel Certification Required					
					Not Required PPROVED 9-0			r			
		F	RECOR	RD OF COUNCIL V	OTE C	N FIN	IAL P	ASSAGE 7.19	.17		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN	1			RIVERA	1		
GADSDEN	1			OSBORNE	1			WATTERMAN	1		
BOGGIANO	1			ROBINSON	1			LAVARRO, PRES			
✓ Indicates Vote N.VNot Voting (Abstain)											

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

do R. Lavarro, Jr., President of Council

City Clerk File No	Res. 17-590	<u> </u>	_	-	_
Agenda No.	10.G				/
Approved:	JUL 1 9 2017				VITIO
TITLE:					10



RESOLUTION APPOINTING MAUREEN NALLY AS ALTERNATE MEMBER #1 OF THE JERSEY CITY MUNICIPAL UTILITIES 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 June 29, 2017, that he has appointed Maureen Nally of 47 Highland Avenue, Jersey City, New Jersey as Alternate Member #1 of the Jersey City Municipal Utilities Authority, replacing Nicholaos I. Economou, whose term has expired, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of Maureen Nally as Alternate Member #1 of the Jersey City Municipal Utilities Authority for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

✓ Indicates Vote

APPROVED:		APPROVED AS TO LEGAL FORM
APPROVED:	(///	Δ
APPROVED.	Business Administrator	Corporation Counsel
		Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7, 19, 17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY -		COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	17			YUN	1			RIVERA	/		
GADSDEN	17			OSBORNE	1			WATTERMAN			
BOGGIANO	1/	!		ROBINSON	1			LAVARRO, PRES			
/ Indicates Vote N.VNot Voting (Abstain)											

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

Rojando R. Lavarro, Jr., President of Council



CITY OF JERSEY CITY

OFFICE OF THE MAYOR

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



June 29, 2017

Report of Director 8.b Meeting 07.19.2017

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

Dear Council President and Members:

Kindly be advised that I have appointed **Maureen Nally**, of 47 Highland Avenue, Jersey City, New Jersey, 07306, to serve as **Alternate Member #1** of the **Jersey City Municipal Utilities Authority**. Ms. Nally is replacing Nicholaos I. Economou, whose term has expired. Her term will commence upon the adoption of a resolution and expire January 31, 2022.

I respectfully request your advice and consent on this matter.

Steven M. Fulop Mayor

incerely

c: Jeremy Farrell, Corporation Counsel Robert Kakoleski, Business Administrator Robert Byrne, City Clerk Mark Albiez, Chief of Staff Nancy Warlikowski, Mayor's Office Maureen Nally

PROFESSIONAL EXPERIENCE

Employer:

City of Jersey City

Title:

Firefighter

Jersey City Fire Department

May 2003-Present

Dept. of Human Resources (Health & Human Services)

Senior Administrative Analyst

May 1990-January 1998

Employer:

Limited Corporation

Title:

Store Manager

December 1989 - May 1990

EDUCATION

St. Peter's University

M.A. Ed. (1990)

B.S. Business Management (1988)

COMMUNITY INVOLVEMENT

Jersey City St. Patrick's Day Parade Committee

Board Secy.

REFERENCES

Professional and personal references will be furnished upon request.

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City Cler	k File N	o	Res	s. 17	7-591				É	E	W)	•
Agenda	No		10.	. H					AG			70]
Approve	d:		JUL	1 9 20	017							
TITLE:			٠]] }
	APPRO AUTHO	VING RIZIN	JERS G SU	SEY C	MUNICIPAL COUNTY'S FY 2017 AN SION TO THE UNIVERSITY (HUD)	NUAL	APP	LICATI	CITY OF JERSE ON / ACTION PL	AN AN	TY ND	
	COUNC	_			offered a	and mo	oved a	doption	of the following re	solutio	n;	
	WHEREAS, the United States Department of Housing and Urban Development (HUD) will award the City of Jersey City \$5,034,144 in Community Development Block Grant (CDBG) funds; \$1,354,363 in HOME Investment Partnerships Program (HOME) funds; \$2,420,486 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$457,848 in Emergency Solutions Grant (ESG) funds for the 2017 Fiscal Year; and											
	WHEREAS, in addition to the above referenced funding, the City of Jersey City anticipates receiving \$42,586 in CDBG Program income; \$141,428 in HOME Investment Partnerships Program (HOME) Program income; and											
WHEREAS, the City of Jersey City has developed an Annual Application / Action Plan consistent with the City's needs and federal regulations; and												
WHEREAS, the City of Jersey City has prepared an Annual Action Plan detailing projects recommended to receive funding for FY2017; and												
	WHEREA Part 576;	\S , the	e attac	hed en	ititles are eligible unde	er 24 C	FR Pa	rt 570, 2	24 CFR Part 574 and	1 24 CF	R	
		r the (Commi	unity D	ey City has complied evelopment Block Gra ements.							
	NOW, T FY2017	HERE Annual	FORE, Applic	BE IT	r RESOLVED that the Action Plan; and	e Munio	cipal C	ouncil h	eraby approves Jers	sey City	/'s	
	accounts the for H	in the a	amoun nvestn	it of \$5, nent Pa	ED, The Office of Ma 034,144 for the Comm artnerships (HOME), \$ 48 for Emergency Solu	unity D \$2,420,	evelop 486 H	mént Blo ousing (ock Grant (CDBG),\$1 Opportunities for Per	, 354,30	63	
					ED, that the City of Je J.S. Department of Ho					ecessa	iry	
BE IT FURTHER RESOLVED that the City will minimize displacement to the greatest extent possible through re-use of vacant land or buildings; any person actually displaced will receive benefits and assistance required by Federal law as described in the Residential Anti-Displacement and Relocation Plan.												
APPRO\	/ED: (II)	16	200/	AF	PROVE	ED AS T	ΓΟ LEGA	L FQRM-		-	
APPRO\				/ JP		-2	<u>)</u>					
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Not Req	uired		- -	/ 					APPROVE	D 9-	0	
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COUNCILE		AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSK GADSDEN		V .		- <u>-</u>	YUN OSBORNE	1			RIVERA	1		
BOGGIAN		/			ROBINSON	1		+	LAVARRO, PRES	1		

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

Continuation of Reso	lution	Pa.#	2
City Clerk File No.	Res. 17-591		
Agenda No.	10.Н JUL 192017		
TITLE:	•		

2017 CDBG - PUBLIC SERVICE PROGRAM

Subrecipient	Reco	mmended Amount
ACT NOW Foundation Inc.	\$	10,000
ASPIRA Inc. of New Jersey	\$	11,000
Big Brothers, Big Sisters of Essex, Hudson and Union Counties	\$	52,000
C-Line Community Outreach Services Inc.	\$	11,000
Collaborative Support Programs of New Jersey, Inc.	\$	11,000
Educational Arts Team, Inc	\$	15,000
Girl Scouts Heart of New Jersey	\$	10,000
Grace Van Vorst Community Services	\$	18,000
Garden State Episcopal CDC (Homeless Outreach)	\$	92,000
H.C. Court Appointed Special Advocates (CASA)	\$	47,000
JC Connections dba Hudson Pride Connections	\$	18,000
Jersey City Employment and Training Commission	\$	92,000
Kennedy Dancers (Inner City Youth)	\$	10,000
Kennedy Dancers (Senior Citizens)	\$	10,000
New Jersey Citizen Action Education Fund, Inc.	\$	7,500
Nimbus Dance Works	\$	10,000
PAN American Concerned Citizens Action League	\$	7,500
Palisades Emergency Residence Corporation (PERC)	\$	29,000
Urban League of Hudson County- General Social Services	\$	11,000
Urban League of Hudson County – Power-UP	. \$	11,000
The Waterfront Project, Inc.	\$	30,000
WomenRising, Inc. (Workforce Development Training Center)	\$	29,000
JC Department of Recreation (Baseball Leagues)	\$	60,000
Youth Summer Programs	\$	100,000

uation of Resolu	Res. 17-591			Pg. #
erk File No a No	10-H JUL 19 2017			
a 110.		-		
		=		
	2017 CDBG REHABILITATION PR	ROGRAM	-	•
Subrecipie		<u>Rec</u>	ommended	Amo
	ow Mansion (Restoration)	\$	92,840	
	ourt Urban Renewal LP	\$	232,100	
	Community Enterprises	\$	100,000	
	eph School of the Blind	\$	109,551	
J.C. Divis	ion of Community Development (HORP)	\$	400,000	
Margaret	Anna Cusack Care Center, Inc.	\$	136,000	
J.C. Divis	ion of Engineering	\$	1,249,885	
	2017 HOME PROGRAM			
Subrecipie	<u>nt</u>	Rec	ommended	Amou
Administr	ation	Ş	135,436	
Affordable	e Housing Production	Ş	1,036,088	
CHDO Se	et-Aside	\$	182,839	
	2017 HOPWA PROGRAM	;		
Subrecipie	<u>nt</u>	Rece	ommended	Amou
Administr	ation	\$	72,504	
Cornersto	ne Outreach Program – HC Resource Center	\$	959,499	
Garden S Housing	tate Episcopal CDC -Hudson CASA Emergency	\$	65,624	
Let's Cele	brate, IncHousing Plus - TBRA	\$	497,263	
	brate, IncHousing Plus - STRMU	\$	235,230	
Catholic C Residence	Charities Archdiocese of Newark - Franciska	\$	258,336	
Catholic C	Charities Archdiocese of Newark - Canaan House		90,966	
	ate Episcopal CDC -Corpus Christi Ministry Hou	-	241,064	
	2017 ESG PROGRAM			
Subrecipie	<u>nt</u>	Reco	mmended	Amou
Catholic C	harities Archdiocese of Newark - Hope House	\$	66,667	
	harities Archdiocese of Newark - St. Lucy's		153,100	

Garden State Episcopal CDC (Hudson CASA) -RRH/STRMU

Garden State Episcopal CDC (Homeless Outreach)

\$ 183,139

\$ 54,942

Continuation of Resolution			
City Clerk File NoRes. 17-591	Pg. #		
genda No. 10.H JUL 1 9 2017	21		
ITLE:	,		
2017 ECONOMIC DEVELOPMENT PI	ROGRAM		
Subrecipient	Recommended Amount		
Hudson Community Enterprises, Inc.	\$ 100,000		
Rising Tide Capital, Inc	\$ 200,000		
2017 ADMINISTRATION			
Subrecipient	Recommended Amount		
J.C. Division of Community Development (DCD)	\$ 1,006,828		
J.C. Housing Code Enforcement (HCE)	\$ 50,660		
CDBG Program Delivery Costs	\$ 54,280		
2017 CDBG-RELOCATION	, ·		
Subrecipient	Recommended Amount		
J.C. Division of Community Development (Relocation Assistance)	\$. 100,000		
	8 - 1 - 2		
Subrecipient	Recommended Amount		

\$ 500,000

Section 108 Loan Re-payment

Reso	luti	or	1 0	f the Ci	ty c	f	[er	sey City	, N.J	•
City Clerk File No.	Re	<u>. 25</u>	17-5	92					& JEF	.a2
Agenda No	1	LO.I						6	O TERSE	
Approved:			9 201	7				Æ	123	
								151	NA TAN	
TITLE:										
EXECUTE	AN IN ZING 1	DEM THE	NIFI	ING THE CITY CATION AGRE MANAGER TO	EMENT	WI	TH PP	'G AND	RPORAT	E SE
COUNCIL	OFFER	RED .	AND I	MOVED ADOPT	TION O	FTH	E FO	LLOWING RES	OLUTIO	V :
WHEREAS	S, the De	ept. o	f Publi	ic Safety, Fire Div	rision, pı	ovide	es trair	ning for all fire fig	hters; and	
WHEREAS	s, the Fi	re Div	vision	is in need of a vac	ant buil	ding t	o prov	ride the necessary	training; a	nd
WHEREAS, PPG (PPG) owns a vacant building at 78 Halladay Street, Jersey City, NJ 07304; and						nd				
WHEREAS cost to the C	S, PPG h lity; and	as of	fered t	he vacant buildin	g for trai	ning	to the	City of Jersey City	(City) at:	no
WHEREAS	, the Fi	e Div	ision	will use the vacan	t buildir	ıg to t	rain, a	s soon as possible	; and	
WHEREAS agreement as	, PPG, i	l PPC tificat	Place e of in	e, Pittsburgh, Penr Isurance from the	ısylvani: City; an	a 152°	19, rec	quires an indemnif	ication	
including an	indemn ived by	ificat partic	ion an ipants	d hold harmless c	lause, in	whic	h the c	he owners of the bowner cannot be herty damage or pr	eld liable f	or
BE IT FUR of insurance	THER I	RESO PPG	OLVE as an	D , that the Risk Madditional insured	fanager on the (is aut City's	horize genera	d to issue to PPG al liability policy;	a certificat	e
The Mayor indemnifying The Risk Mayor the train	and/or E PPG for Ianager i iing,	Busine use of s auth	ss Adn f its bu orized	ninistrator be author ilding by the Fire D to issue a certificate	rized to e vivision for of insur	xecute or train ance i	e the ag ning. naming	il of the City of Jer greement attached h g PPG as an addition other documents that	ereto al insured t	
necessary to e	ffectuate	the p	urpose	of this Resolution.	2.Cd 10 C2	ccarc	Such C	mier documents tha	illay oc	
				Approved:	James	R. S	hea, D	rirector		
			j							
APPROVED:		7,	//		APPF	ROVE	D AS T	O LEGAL FORM		BD 12
APPROVED:	_	X	M		<u> </u>	\mathcal{A}	And the last of th			X10.1
70 1 NO VED.	Bú	sines's	Administ	rator		/		Corporation Counse	<u> </u>	
)			Certif	icatior	n Requ	iired □		
					Not R	equire	∋d	□ Approved	9-0	
		R	ECOR	D OF COUNCIL	OTE O	N FIN	IAL PA			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON		AY N.V.
GAJEWSKI	V			YUN	V			RIVERA		
GADSDEN				OSBORNE				WATTERMAN		
✓ Indicates Vote	/			ROBINSON				LAVARRO, PRES	NV NaVa	in m (Ab at ata)
v mulcates vote									N.VNot Vot	ing (Abstain)
Adopted at a mee	eting of	the M	lunicip	oal Council of the	City of	Jerse	y City	N.J.	đ	
\mathcal{N}								/h. l.)	
Defande	Lavorro 1	r Den-	ident of	Coungil				JA R	Jana	
Rolando R.	Lavaiio, J	, rres	NUCILL OF	Council				Robert Byrne, City C	erk	

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN INDEMNIFICATION AGREEMENT WITH PPG AND AUTHORIZING THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO PPG

Initiator

Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

Resolution Purpose

- 1. PPG has agreed to provide the Fire Division with a vacant building to train fire fighters.
- 2. The Fire Division is requesting the City of Jersey City to execute an indemnification agreement with PPG and authorize the Risk Manager to issue a certificate of insurance.

I certify that all the facts presented herein are accurate.

Signature of Department Director

____ Date

INDEMNIFICATION A	GREEMENT
This Indemnification Agreement is made and an action, 2017 by the City of Jersey City, a Municipal Corp (hereinafter referred to as "City") and PPG (hereinafter referred to as "City")	poration of the State of New Jersey
WHEREAS, the Jersey City Fire Division needs to and	provide training for City fire fighters;
WHEREAS, the City does not have a training facil	ity; and
WHEREAS, PPG has a vacant building at 78 Halla suitable for the training that the Jersey City Fire Difighters; and	
WHEREAS, PPG will permit the City to use its vac provided the City provides indemnification and issu	
WHEREAS, the City will use the PPG building appending on November 30, 2017.	proximately on May 15, 2017 and
NOW, THEREFORE, in consideration of PPG's agvacant building for training, the City hereby agrees	
1) The City agrees to assume any and all third par damage claims and all injury or death including wr or in connection with the City's use of the PPG vac Jersey City for training purposes. The City further harmless PPG, its officers, directors, employees or claims, suits and demands based upon any of the ris	ongful death of persons arising out of ant building at 78 Halladay Street, agrees to indemnify and hold agents from and against any and all
2) Nothing herein contained shall be understood of party benefits, rights or property interest unless the fied herein and the rights claimed are expressly set	person claiming such rights is identi-
3) The term of this Indemnification Agreement sh or the date on which the City concludes use of the b	
•	f Jersey City Robert Kakoleski
	Robert Kakoleski Business Administrator

RESOLUTION FACT SHEET.	CONTRACT	AWARD
RESULUTION FALL SHEEL	- CONTRACE	AWAKD

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.

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Ind	Title	af O	rdina	nce/R	eenh	ntion

Signature of Department Director

CITY'S FY 2017 ANN	UAL APPLICATION / ACTIO	F THE CITY OF JERSEY CITY APPROVING JERSEY ON PLAN AND AUTHORIZING SUBMISSION TO THE AND URBAN DEVELOPMENT (HUD)
Project Manager		
Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/Email	X5304	CGandulla@jcnj.org
Note: Project Manager i Contract Purpose	must be available by phone during	agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)
	ent Grant application for City	of Jersey City
Funding assists agen residents.	cies and subgrantees to in	nplement various projects/social services for Jersey City
		* *
Cost (Identify all sourc	ces and amounts)	Contract term (include all proposed renewals)
Cost (Identify all source HUD Entitlement Fund		Contract term (include all proposed renewals) April 1, 2017 – March 31, 2018
· · ·		
HUD Entitlement Fund	ds t Award	
HUD Entitlement Fund Type of award Grant	t Award	
HUD Entitlement Fund Type of award Grant If "Other Exception",	t Award enter type	
HUD Entitlement Fund Type of award Grant If "Other Exception", Additional Information	t Award enter type n nds: \$5,034,144.	
HUD Entitlement Fund Type of award Grant If "Other Exception", Additional Information CDBG Entitlement Fund	t Award enter type n nds: \$5,034,144. nds: \$1,354,363. Funds: \$2,420,486.	
HUD Entitlement Fund Type of award Grant If "Other Exception", Additional Information CDBG Entitlement Fur HOME Entitlement Fur	t Award enter type n nds: \$5,034,144. nds: \$1,354,363. Funds: \$2,420,486.	
HUD Entitlement Fund Type of award Grant If "Other Exception", of the Additional Information CDBG Entitlement Fund HOPWA Entitlement Fund ESG Entitlement Fund	t Award enter type n nds: \$5,034,144. nds: \$1,354,363. Funds: \$2,420,486. ds: \$457,848.	
Fype of award Grant G	t Award enter type n nds: \$5,034,144. nds: \$1,354,363. Funds: \$2,420,486. ds: \$457,848. ne: \$42,586.	

Date

City Clerk File No	Res. 17-593	
Agenda No.	10.J	
Approved:	JUL 1 9 2017	

TITLE:

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT AUTHORIZING THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO MECCA AND SONS TRUCKING CORP, 580 MARIN BLVD, JERSEY CITY, NJ 07310 FOR THE COVERAGE OF A MURAL PROJECT AS PART OF THE CITY'S GRAFITTI MITIGATION PROGRAM.

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

WHEREAS 580 Marin Blvd is currently negatively impacted by the presence of a substantial amount of grafitti; and

WHEREAS, the City has expressed an interest in painting a mural on the west facing side of 580 Marin Blvd to mitigate the negative impact of the grafitti (the "Project"); and

WHEREAS, The Fourteen Florence Street Corp. and affiliated companies, the owner of the property with offices at 580 Marin Blvd, has agreed to pay for the artist to paint a mural on west facing side of 580 Marin Blvd to mitigate the effects of the grafitti; and

WHEREAS, Green Villain, LLC, 21 Hilltop Circle, Mendham NJ 07945, is a project liaison

WHEREAS, the City has agreed to provide the paints and primer for the project as part of the City's grafitti mitigation program that is funded through the Clean Communities grant provided by the State of New Jersey; and

WHEREAS, the City agrees to name The Fourteen Florence Street Corp. and affiliated companies, and Green Villain, as an additional insured party in relation to the Project; and

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

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

1. The office of Risk Management is authorized to add the Fourteen Florence Street Corp. and affiliated companies, as an "additional insured" party to the City's insurance policies for the Project.

JMcK 7/12/2017

APPROVED:

APPROVED:

ness Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required | |

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE COUNCILPERSON AYE NAY COUNCILPERSON NAY N.V. COUNCILPERSON NAY N.V. N.V. AYE RIVERA **GAJEWSKI** YUN GADSDEN WATTERMAN **OSBORNE** ROBINSON **BOGGIANO** 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 Bythe, City Clerk/

RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT AUTHORIZING THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE FOURTEEN FLORENCE STREET CORP, 580 MARIN BLVD, JERSEY CITY, NJ,07310 FOR THE COVERAGE OF A MURAL PROJECT AS PART OF THE CITY'S GRAFITH MITIGATION PROGRAM.

Initiator

Department/Division	The Department of Public Works	
Name/Title	Brooke Hansson	
Phone/email	bhansson@jcnj.org	201-687-7019

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

Resolution Purpose

This resolution authorizes the City's Office of Risk Management to add The Fourteen Florence Street Corp. and affiliated companies, and Green Villain as an additional insured as part of a mural project to mitigate the negative impact of graffiti present on a water tower located at 580 Marin BLVD

certify the fall the factor resented herein are accurate.

Signature of Department Director

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pproved:_		JUL 19	2017					Der 1	1 LALE
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	HUDSON CO BODY CAMI PROGRAM	OUNTY I ERAS UI	ORIZING ACCE PROSECUTOR'S OF THE BODY AND MOVED A	OFFICE WORN	FOR CAN	THE IERA	PURCHASE OF (BWC) ASSIST	F 'ANCE	ALE
	COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:								
	WHEREAS, the Office of the Attorney General, through the Hudson County Prosecutor's Office, will award to the City of Jersey City, Department of Public Safety, the amount of \$100,000 to purchase body cameras under the Body Worn Camera (BWC) Assistance Program; and WHEREAS, under the grant guidelines, these funds will provide body cameras for the members of the Department of Public Safety, Police Division; and								
	WHEREAS, t 2017; and	he date fo	or the grant funds to	be exper	ided h	ıas bee	n extended to Au	igust 1,	
			f Jersey City, Depar needed body camer		Publi	c Safe	ty, desires to acce	ept the	
	Jersey City tha 1. The Mayor ar with the Hudsor Jersey City Dep 2. The Departme	t: nd/or Busin nd/or Busin nd County F artment of ent of Pub f \$100,000	mess Administrator are resecutor's Office for Public Safety, Police lic Safety and the Buc entitled Body Worn. Shea, Director	the purcl Division	uthori iase of	zed to f body uthoriz	execute a grant agr cameras for use by red to establish an a	reement the	
.PPROVE		7/J	1	_ APPF	ROVEI	O AS T	O LEGAL FORM		5.10.11
	D:	Jayiness Adm	inistrator	_ APPF	ROVE	DAST	O LEGAL FORM Corporation Counse	·	3.10.1
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PPROVE	D:		ORD OF COUNCIL	Certii	ication	Requ	Corporation Counselired		3.10.1
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PPROVE	D: Bi	REC	ORD OF COUNCIL	Certification Not F	ication equire	n Requeed	Corporation Counse ired APPROVE ASSAGE 7.1 COUNCILPERSON	D &-/ 9.17	A VOLVE

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 ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY PROSECUTOR'S OFFICE FOR THE PURCHASE OF BODY CAMERAS UNDER THE BODY WORN CAMERA (BWC) ASSISTANCE PROGRAM

Initiator

IIIIVIMUUI		
Department/Division	Public Safety - Police	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

Resolution Purpose

- 1. The City of Jersey City is requesting authorization to accept a grant from the Hudson County Prosecutor's Office for the purchase of body cameras under the Body Worn Camera (BWC) Assistance Program.
- 2. The body cameras will be worn by members of the Jersey City Public Safety, Police Division.
- 3. The Department of Public Safety and the Budget Office are authorized to establish an account in the amount of \$100,000 entitled Body Worn Camera (BWC) Assistance Program.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



CHRIS CHRISTIE Governor

KIM GUADAGNO Lieutenant Governor

State of New Jersey OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE PO Box 085 Trenton, NJ 08625-0085

TELEPHONE: (609) 984-6500

JOHN J. HOFFMAN Acting Attorney General

> ELIE HONIG Director

December 21, 2015

Honorable Esther Suarez Hudson County Prosecutor Hudson County Prosecutor's Office 6th Floor 595 Newark Avenue Jersey City, New Jersey 07306

> Body Worn Camera (BWC) Assistance Program Re:

Dear Prosecutor Suarez:

We are pleased to advise you that your application for assistance under the Office of the Attorney General Body Worn Camera (BWC) Assistance Program has been accepted. The Acting Attorney General has authorized the use of State Law Enforcement Forfeiture Funds to assist counties and municipalities to purchase BWCs as law enforcement equipment. Your county has a total approved project budget of \$100,000.00 to purchase 200 BWCs.

Under this program, your County Prosecutor's Office must deposit State Forfeiture Funds into your County Law Enforcement Trust Account (CLETA) for distribution among applicant county and municipal police departments, and used solely for the purposes approved under the terms of this assistance program. All State Forfeiture Funds must be expended by June 30, 2016.

Attached are copies of your Approved County Project Budget and a County Expenditure Report. This project budget shows how many BWCs are approved for purchase for each applying county and municipal department. Each County Prosecutor's Office must complete a BWC County Expenditure Report by detailing all expenditures for pre-approved BWCs made by county and municipal departments.





By August 1, 2016, each County Prosecutor's Office must file:

- 1. One (1) BWC County Expenditure Report for all county and municipal departments;
- 2. A letter confirming that each county and municipal police department requesting BWCs under this program has an SOP, directive, or order on the use of BWCs in accordance with Attorney General Law Enforcement Directive 2015-1.
- 3. Copies of <u>payment vouchers and receipts</u> verifying every purchase of BWCs by county and municipal departments as approved in the Approved County Project Budget; and
- 4. Return any unspent State Forfeiture Funds in the form of a check made payable to "Treasurer, State of New Jersey."

Please feel free to contact Deputy Attorney General Joseph Walsh by email at walshi@nidcj.org or by telephone at (609) 984-1034, should you have any questions or comments.

Very truly yours,

Mulip V. Monow

Assistant Attorney General Philip S. Aronow
Chief, Prosecutors Supervision & Training Bureau

Enclosures

c: Acting Attorney General John J. Hoffman
Assistant Attorney General Elie Honig, Director, Division of Criminal Justice
Assistant Attorney General E. Robbie Miller, Chief of Staff
Assistant Attorney General Michael Williams, Counsel to Director
Assistant Attorney General Joseph Fanaroff, Special Assistant to the Attorney General
Deputy Attorney General Analisa Sama Holmes, Deputy Chief, Prosecutors Supervision
Deputy Attorney General Joseph Walsh, Prosecutors Supervision & Training Bureau
Supervising Administrative Analyst Robert Sacharczuk, OAG Financial Management

STATE OF NEW JERSEY BODY-WORN CAMERA (BWC) ASSISTANCE PROGRAM APPROVED COUNTY PROJECT BUDGET

	Applicant County:	Hudson		DATE:	
	County/Municipal Police Department	Unit Cost per BWC Package	# BWC Approved by AG	\$500 or cost of BWC package (lower of)	STATE PPROVED Request
1	Jersey City	\$795.00	200	\$500.00	\$ 100,000.00
-					
<u> </u>	OTAL	Section 1	200	新古典等于中央 工作的。	\$ 100,000.00

STATE OF NEW JERSEY BODY-WORN CAMERA (BWC) ASSISTANCE PROGRAM COUNTY EXPENDITURE REPORT

	Applicant County:	Hudson				•	Date:		
	County/Municipal Police Department	Unit Cost per BWC Package	# BWC Approved by AG	\$500 or cost of BWC package (lower of after Quote)	STATE APPROVED Request	# BWC Purchased	\$500 or cost of BWC package (lower of after Purchase)	COST EXPENDED	UNSPENT STATE FUNDS
ւ[Jersey City	\$795.00	200	\$500.00	\$ 100,000.00				·
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F			 						
-	TOTAL		200	TOTAL CONTRACTOR OF THE	\$ 100,000.00	0	Continue and the second second	\$ -	<u> \$ </u>

	Company (PMC) Assistance
The signatures below certify the costs reflected in this report a	re valid and consistent with the terms of the State of New Jersey, Body Worn Camera (BWC) Assistance
Program.	
County Prosecutor:	Date:
County Financial Officer:	Date:
FOR OAG Use Only:	
DCJ Approved:	Date:

STATE OF NEW JERSEY BODY-WORN CAMERA (BWC) ASSISTANCE PROGRAM APPROVED COUNTY PROJECT BUDGET

Hudson DATE: **Applicant County:** STATE Unit Cost per #BWC \$500 or cost of County/Municipal Police Department APPROVED BWC Package Approved by BWC package Request (lower of) AG 100,000.00 \$500.00 200 \$795.00 Jersey City 100,000.00 TOTAL 200

City Clerk File No.	Res. 17-595
Agenda No	10.L
Approved:	JUL 1 9 2017



TITLE:

RESOLUTION ADOPTING AND RATIFYING THE 2017-2018 BUDGET OF THE EXCHANGE PLACE ALLIANCE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of June 14, 2017 the Municipal Council of the City of Jersey City introduced and approved the Exchange Place Alliance Special Improvements District following budget for the period July 1, 2017 through June 30, 2018, 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 July 19, 2017; 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 Exchange Place 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 \$2,326,350.00 for the Exchange Place Alliance Special Improvement District for the period July 1, 2017 through June 30, 2018, which sum shall be raised by taxation during the period July 1, 2017 through June 30, 2018.

- 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 Exchange Place Alliance Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

APPROVED:	APPROVED AS TO LEGAL FORM
APPROVED: Business Administrator	Corporation Counsel
	Certification Required □

Not Required

APPROVED 7-1

	RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17										
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN		4		RIVERA	1		
GADSDEN	Box			OSBORNE	Ver .			WATTERMAN	V	I	
BOGGIANO		/		ROBINSON	1			LAVARRO, PRES	4		
✓ Indicates Vote	Indicates Vote N.VNot Voting (Abstain)										

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

Rojando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

10.L. 17-595

i.					Exchange Place Alliance Budget 2017	•
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1 2		:		L	Assessment	3,000,000
3	_		-	-	Farmers' Market Fees Seafood Festival Fees	3,250 2,250
4		_			Halloween Vendor Fees	2,000
,6		1		┡	Holiday Market Vendor Fees Total Private	6,000
8	Ť	۱	\vdash	├-	Grants (Sponsorships)	3,013,500
9	1	L		П	Farmers Market Sponsorship	10,000
10	+	┞		⊢	Halloween Sponsorship Holiday Décor Sponsor	2,500 7,500
12	†	ŀ	Ė	\vdash	Sponsorships Seafood Festival	15,000
14	1	į.			Total Grants	35,000
15 16	-1	ł	Tota		tal Revenues	3,048,500 3,048,500
17	Ŧ	c	ross			3,040,500
18	Ļ	L	Exp	ens	es	
22	÷	t		:-	Meetings & Travel Meals	25,000
25	İ	İ			Meeting Materials	5,000
:26	+	_	<u> </u>	-	Meeting & Travel - Other	1,500
28	t	i		-	Parking Transportation	0 1,500
29	j	t				1,000
30	4	Ļ		L	Rent	12,000
31	+	ŀ	-	-	Utilities Postage & PO Box Rental	1,200 5,000
33	1	t			Accountant - Audit	5,000
34 36	+	L	-	ļ	Accountant - Bookkeeping, Payroli & Tax Preparation	25,000
37	$^{+}$	H		┢	Architect Fees (Bank, Square & PayPal)	15,000 2;500
39	1	ļ.			штапсе	
40	+	1	ļ	-	Cell Phone insurance	1,000
42	+	H	-	1	D&O Insurance General Liability	2,000 48,000
43	ļ			Ĺ	Health Insurance	25,000
51 52	+	۱	_	Cr	Workers Compensation	20,000
53	+	t	_	Pa	and Opening Materials yroli Expense	5,000
54	1	L			NJ - WF/SWF Company	2,500
56 57	╀	-		H	NJ - Unemployment Tax NJ - Disability Tax	15,000
58	+	H		-	Social Security Tax	2,000 30,000
59	1	L			Medicare Tax	7,000
60	+	Ļ			Federal Unemployment	1,100
61				Ad	ministration	
62	ļ	Ц			ges	500,000
63 64	t	Н			ertime nuses	6,000 50,000
65	İ				Dues/Subscriptions	30,000
67 68	Ļ	Ц		<u> </u>	Telephones	
69	H	Н		-	Internet/Office phone Cell Phones	1,200 3,000
71					Office Expenses	6,000
├	+	H	_	<u> </u>	Peninsula Park	0
72	+	H		E.,,	ntis)Markolina)Dramati	
75	t	H	_	EV	ants\Marketing\Promotions Banners and Wayfinding	525,000
76	Ţ	Ц			Equipment Rental	25,000
77 78	H	Н		H	Grand Openings	25,000
79	۲.	Н		Н	Holiday Lights Lighting	25,000 50,000
80	Ļ	П			Marketing Design	15,000
81 87	╢	Н		Н	Music PATH Ads	25,000
		H			Performer/Entertainment	25,000 25,000
88	Ц				Permits	
89	Ħ	IJ	-		Drinting/Prometions/Advantages	10,000
89 92 94			_	_	Printing/Promotions/Advertising Photography	10,000 25,000
89 92 94 95			_		Photography Security	10,000 25,000 10,000 25,000
89 92 94 95 96					Photography Security Sound	10,000 25,000 10,000 25,000 10,000
89 92 94 95				_	Photography Security Sound Sponsorships	10,000 25,000 10,000 25,000 10,000 50,000
89 92 94 95 96 97 98 99					Photography Security Sound Sponsorships Staffing for Events Supplies	10,000 25,000 10,000 25,000 10,000
89 92 94 95 96 97 98 99				_	Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion	10,000 25,000 10,000 25,000 10,000 50,000 15,000 10,000
89 92 94 95 96 97 98 99					Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion Website	10,000 25,000 10,000 25,000 10,000 50,000 15,000
89 92 94 95 96 97 98 99 101 102				Ор	Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion Web site arations Paying	10,000 25,000 10,000 25,000 10,000 50,000 15,000 10,000
89 92 94 95 96 97 98 99 101 102 104				Ор	Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion Website erations Pawing Landscaping	10,000 26,000 10,060 25,000 10,060 50,000 15,000 5,000 50,000 50,000 350,000
89 92 94 95 96 97 98 99 101 102				Ор	Photography Security Sound Sponsorships Staffing for Evenis Supplies Web Promotion Websile erations Paving Landscaping Uniforms	10,000 25,000 10,000 25,000 10,000 50,000 15,000 10,000 50,000 50,000 50,000 50,000
89 92 94 95 96 97 98 99 101 102 104				Ор	Photography Security Sound Sponsorships Staffing for Evenis Supplies Web Promotion Web Pile arations Paving Landscaping Uniforms Repairs and Maintenance Clean Team Supplies	10,000 25,000 10,000 25,000 10,000 50,000 15,000 15,000 50,000 50,000 50,000 50,000 50,000 50,000 50,000 50,000 55,000 350,000 350,000
89 92 94 95 96 97 98 99 101 102 104 105 107			Tota	Ор	Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion Website erations Paving Landscaping Uniforms Repairs and Maintenance	10,000 25,000 10,060 25,000 10,060 50,000 50,000 11,000 50,000 50,000 50,000 50,000 350,000 350,000
89 92 94 95 96 97 98 99 101 102 104 105 107			- 1	Op	Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion Website erations Paving Landscaping Uniforms Repairs and Maintenance Clean Team Supplies pense	10,000 25,000 10,000 10,000 50,000 15,000 15,000 10,000 50,000 50,000 50,000 50,000 50,000 350,000 350,000 350,000 350,000 350,000 350,000 350,000 350,000
89 92 94 95 96 97 98 99 101 102 104 105 107 108 111 111 112 113	N	et	Ordi	Оро	Photography Security Sound Sponsorships Staffing for Evenis Supplies Web Promotion Web Pile arations Paving Landscaping Uniforms Repairs and Maintenance Clean Team Supplies	10,000 25,000 10,000 25,000 10,000 50,000 15,000 15,000 50,000 50,000 50,000 50,000 50,000 50,000 50,000 50,000 55,000 350,000 350,000
89 92 94 95 96 97 98 99 101 102 104 105 107 108 110 111 111 113 114	NO	et	Ordi er In ther	Ope Ex nar	Photography Security Sound Sponsorships Staffing for Evenis Supplies Web Promotion Websile arations Paving Landscaping Uniforms Repairs and Maintenance Clean Team Supplies pense y Innome	10,000 25,000 10,000 10,000 50,000 15,000 15,000 10,000 50,000 50,000 50,000 50,000 50,000 350,000 350,000 350,000 350,000 350,000 350,000 350,000 350,000
89 92 94 95 96 97 98 99 101 102 104 105 107 108 110 111 111 113 114 115	NO O	et	Ordi er In ther	Ope Ex nar con	Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion Website arations Paving Landscaping Uniforms Repairs and Maintenance Clean Team Supplies pense y Innorme	10,000 25,000 10,000 10,000 10,000 50,000 15,000 10,000 50,000 30,000 30,000 350,000 350,000 350,000 350,000 350,000 350,000 350,000
89 92 94 96 97 98 98 99 101 102 104 105 107 108 110 111 111 113 114 115 117	N O	et	Ordi er In ther Inter-	Ope Ex- con- ncc	Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion Website erations Paving Landsceping Uniforms Repairs and Maintenance Clean Team Supplies pense y Income erExpense me Income	10,000 25,000 10,000 11,000 50,000 15,000 6,000 10,000 50,000 30,000 50,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000
89 92 94 95 96 97 98 99 101 102 104 105 107 108 111 112 113 114 115 117	N O	et	Ordi er In ther Inter-	Ope Ex- con- ncc	Photography Security Sound Sponsorships Staffing for Events Supplies Web Promotion Website arations Paving Landscaping Uniforms Repairs and Maintenance Clean Team Supplies pense y Innorme	10,000 25,000 10,000 10,000 10,000 50,000 15,000 10,000 50,000 30,000 30,000 350,000 350,000 350,000 350,000 350,000 350,000 350,000

City Clerk	File No	Res. 1	7-596	_			TERSE				
Agenda No	l	10.M					TET TOSTER				
Approved:_		JUL 19 20	017	•			Edition				
TITLE:											
							OPPORATE SEA				
	DECOVER TO	TON LOCK	CDETAL TOTAL	CORROR	en a com i	DOLL	OF THE PAGE INCT				
	RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE EXCHANGE PLACE ALLIANCE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY										
	COUNCIL Resolution:			offere	l and n	noved	adoption of the following				
	WHEREAS, on June 28, 2017 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 Exchange Place Alliance 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 July 19, 2017, 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										
	Roll in orde	r to assess th		ne Exchan	ge Plac	e Allia	nd approve the Assessment ance Special Improvement 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 Exchange Place Alliance Special Improvement District; 										
		-	e and is hereby aut Roll to the Hudso				ied copy of this Resolution				
APPROVEE	D:		1	APPI	ROVED	AS TO	O LEGAL FORM				
APPROVE);	<i>[[]</i>			_	>					
		Business Admir	nistrator	Certi	fication	Requi	Corporation Counsel				
				Not i	Require	·d	□ APPROVED 7-2				
			ORD OF COUNCI								

	RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7, 19, 17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI				YUN		1		RIVERA	/			
GADSDEN	1			OSBORNE	1			WATTERMAN	11			
BOGGIANO		s/		ROBINSON	V			LAVARRO, PRES	V			
✓ Indicates Vote	Indicates Vote N.VNot 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

PUBLIC NOTICE - CITY OF JERSEY CITY 2017-2018 EXCHANGE PLACE ALLIANCE SID

ВІОСК	LOT	QUAL	PROPERTY LOCATION	OWNER'S NAME	ВІ	LL AMOUNT
14502	1.		1 EXCHANGE PL.	1 EXCHANGE JC, LLC%CONCORD HOSP.	\$	7,935.84
14501	2		101 HUDSON ST.	101 HUDSON ST.ASSOC.C/O MACK-CALI	\$	217,648.35
11612	1		107 MORGAN ST.	107 MORGAN,LLC%IVY REALTY SERVICES	\$	988.37
14502	2		15 EXCHANGE PLACE	15 EXCHANGE PLACE CORP.	\$	16,523.86
11603	24	C0101	2 SECOND ST.	2 SECOND ST.COMMERICAL CONDO&II,LLC	\$	61.56
11603	24	C0101 X	2 SEÇOND ST.	2 SECOND ST.COMMERICAL CONDO&II,LLC	\$	890.02
11605	1		30 MONTGOMERY STREET	30 MONTGOMERY PARTNERS,LLC	\$	54,108.00
11611	1.02		335 WASHINGTON ST.	350 WARREN L.P. C/O M.ROBERT LEHRER	\$	1,716.31
11603	39	C8002	389 WASHINGTON ST.	389 WASHINGTON%TIME EQUITIES, INC.	\$	5.53
11603	39	C8002 X	389 WASHINGTON ST.	389 WASHINGTON%TIME EQUITIES, INC.	\$	159.92
11603	39	C8001	389 WASHINGTON ST.	389 WASHINGTON%TIMES EQUITIES,INC	\$	67.57
11603	39	C8001 X	389 WASHINGTON ST.	389 WASHINGTON%TIMES EQUITIES,INC	\$	1,364.48
14302	9		66 YORK ST.	66 YORK,LLC	\$	3,213.29
14502	14		70 HUDSON ST.	70 HUDSON WATERFRONT,LLC%SPEAR ST.C	\$	3,928.24
14502	14	х	70 HUDSON ST.	70 HUDSON WATERFRONT,LLC%SPEAR ST.C	\$	119,060.21
14303	2		95 GREENE ST.	74 GRAND ST. ASSOC. %SJP PROPERTIES	\$	1,809.37
14303	2	x	95 GREENE ST.	74 GRAND ST. ASSOC, %SJP PROPERTIES	\$	60,869.82
14301	7		75 MONTGOMERY ST.	75 JERSEY CITY, L.L.C.	\$	5,466.11
14301	6	C8001	81 MONTGOMERY ST.	81-C MONTGOMERY ST, LLC	\$	505.01
14502	16		90 HUDSON STREET	90 HUDSON WATERFRONT,LLC.%SPEAR ST	\$	3,968.40
14502	16	х	90 HUDSON STREET	90 HUDSON WATERFRONT,LLC.%SPEAR ST	\$	123,558.14
14301	3		95 MONTGOMERY ST.	95 MONTGOMERY,LLC%POINT CAP.DEV.LLC	\$	3,168.08
11612	3		95 MORGAN ST.	95 MORGAN, LLC % IVY REALTY SERVICE	\$	216.19
14302	7		99 GREENE ST.	99 GREEN STREET REALTY CORP.	\$	468.94
14302	8		97 GREENE ST.	99 GREEN STREET REALTY, CORP.	\$	601.20
14301	2		99 MONTGOMERY ST.	99 MONTGOMERY ST.CONDOMINIUM ASSOC.	\$	-
14302	6		99.5 GREENE STREET	99.5 GREENE ST. LLC %B.J. MCINTYRE	\$	287.85
11603	42		110 FIRST ST.	ATHENA BLDG 110 U.R., LLC	\$	3,799.58
11603	42	х	110 FIRST ST.	ATHENA BLDG 110 U.R., LLC	\$	80,248.18
11606	1.		72 MONTGOMERY ST.	BATTERY VIEW S C HOUSING%MIMC	\$	14,883.07
11606	1	х	72 MONTGOMERY ST.	BATTERY VIEW S C HOUSING%MIMC	\$	11,049.09
14502	15		FT. OF GRAND ST.	C.C.P., OWNERS ASSOC., % CDS., LLC	\$	300.60
14502	1.7		FT. OF YORK ST.	C.C.P., OWNERS ASSOC., % CDS., LLC	\$	102.20
11603	13		2 COLUMBUS DRIVE	CAL-HARBOR SO. PIER %HYATT HOTEL CO	\$	2,156.87
11603	13	Х	2 COLUMBUS DRIVE	CAL-HARBOR SO. PIER U.R. ASSOC., LP	\$	74,754.65
11607	1	х	135 GREENE ST.	CALI HARBORSIDE ASSOC., %M. CALI	\$	53,283.39
11607	1		135 GREENE ST.	CALI HARBORSIDE ASSOC., LP %M. CALI	\$	4,814.41
11603	33		45 SECOND ST.	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	\$	3,362.87
11603	33	Х	45 SECOND ST.	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	\$	28,857.60
14507	1		99 HUDSON ST.	COA 99 HUDSON, LLC	\$	17,278.97
14301	1		103 MONTGOMERY ST.	CP3, INC. % ALAN LAU	\$	789.98
14301	17		260-262 WARREN ST.	CP3, INC. % ALAN LAU	\$	480.96
13103	1	1	155 MONTGOMERY ST.	EDISON MONTGOMERY, LLC	\$	3,727.44

PUBLIC NOTICE - CITY OF JERSEY CITY 2017-2018 EXCHANGE PLACE ALLIANCE SID

ВLОСК	LOT	QUAL	PROPERTY LOCATION	OWNER'S NAME	Bil	L AMOUNT
14205	25		VAN VORST ST.	EQR - LINCOLN HUDSON POINTE, LLC	\$	15.63
14205	26		DUDLEY ST. & WARREN ST.	EQR - LINCOLN HUDSON POINTE, LLC	\$	101.48
15901	13	Х	153 WARREN ST.	EQR - LINCOLN HUDSON POINTE, LLC	\$	24,312.29
15901	23		131 DUDLEY ST.	EQR - LINCOLN HUDSON POINTE, LLC	\$	587.01
14506	1	C0002	70 GREENE ST.	EQR U.R. AT 77 HUDSON ST. LLC.	\$	4,281.51
14506	1	C0002 X	70 GREENE ST.	EQR U.R, AT 77 HUDSON ST. LLC.	\$	66,309.71
15901	13		153 WARREN ST,	EQR-LINCOLN HUDSON POINTE, LLC	\$	1,071.34
11603	10		HUDSON RIVER	EQR-LINCOLN NORTH PIER L.L.C.	\$	151.50
11603	19		COLUMBUS DRIVE	EQR-LINCOLN NORTH PIER L.L.C.	\$	570.66
11603	20	х	1 HARBORSIDE PLACE	EQR-LINCOLN NORTH PIER L.L.C.	\$	39,679.20
11603	20		1 HARBORSIDE PLACE	EQR-R.E. TAX DEPARTMENT	\$	1,310.62
11614	1		310 WASHINGTON ST.	EVERGREEN AMERICA CORPORATION	\$	10,557.07
11613	1		1 EVERTRUST PLAZA	EVERGREEN AMERICA CORPORATION	\$	42,180.67
11603	50		400 MARIN BLVD.	G&S INVESTORS/JERSEY CITY, L.P.	\$	10,977.91
11603	51		420 MARIN BLVD.	G&S INVESTORS/JERSEY CITY, L.P.	\$	5,531.04
11603	47.01		396 MARIN BLVD.	G&S METRO PLAZA, LLC	\$	12,264.48
14501	1		31 MONTGOMERY ST.	GIAKOUMATOS PROP.,INC.%UNITY BANK	\$	1,130.26
14502	8		FT, OF SUSSEX ST.	GOLDMAN SACHS	\$	1,605.20
14502	8	х	FT. OF SUSSEX ST.	GOLDMAN SACHS	\$	616.83
14502	9		FT, OF ESSEX ST.	GOLDMAN SACHS	\$	1,579.95
11603	3.01	C0001	474 WARREN ST.	GS FC JERSEY CITY PEP1 & PEP2, LLC	\$	10,929.82
11603	3.01	C0002	444 WARREN ST,	GS FC JERSEY CITY PEP1 & PEP2, LLC	\$	11,218.63
14505	1		60 GREENE ST.	GSJC LAND	\$	5,997.57
14502	1.2		30 HUDSON ST.	GSJC LAND LLC	\$	8,415.36
14502	13 .		50 HUDSON ST.	GSJC LAND LLC	\$	6,622.10
14502	12	х	30 HUDSON ST.	GSJC LAND LLC, % GRUBB & ELLIS	\$	286,563.90
11603	31.03		44 BAY ST.	HARBORSIDE UNIT A URBAN RENEWAL L.L	\$	12,230.57
11603	23		3 SECOND ST.	ISTAR HARBORSIDE,LLC%DCDPROP.FUND	\$	2,943.48
11603	23	х	3 SECOND ST.	ISTAR HARBORSIDE,LLC%DCDPROP.FUND	\$	90,122.28
11603	4	C0002	455 WASHINGTON BLVD.	JC GRANDVIEW HOTEL, L.L.C	\$	27,539.77
11604	1		10 EXCHANGE PL.	JOHN HANCOCK LIFE INS.C/O JHUSA	\$	103,924.39
11611	2		333 WASHINGTON ST.	KAY 321 WASHINGTON PROP. %METROPOL	\$	4,208.40
14302	3		41 MONTGOMERY ST.	KOUTSOURIS, SEVASTI & KOUTSOURIS, D.	\$	697.63
14302	4	P0001	105 GREENE ST.	KTE RETAIL ASSOCIATES LLC	\$	141.40
14302	4	P0001 X	105 GREENE ST.	KTE RETAIL ASSOCIATES, LLC	\$	1,803.60
14302	4	C8002	105 GREENE ST.	KTE RETAIL ASSOCIATES, LLC	\$	17.80
14302	4	C8002 X	105 GREENE ST.	KTE RETAIL ASSOCIATES, LLC	\$	397.99
15801	30		2 MARIN BLVD.	LIBERTY HARBOR HOLDING, LLC	\$	1,568.17
15901	21.03		130 MARIN BLVD.	LIBERTY HARBOR HOLDING, LLC	\$	1,122.80
14302	5		101 GREENE ST.	LOUPET REALTY, L.L.C.	\$	425,65
14504	1.01		33 HUDSON STREET	LT REALTY CO., LLC%JP MORGAN INVEST	\$	5,958.37
14504	1.01	х	33 HUDSON STREET	LT REALTY CO.,LLC%JP MORGAN INVEST	\$	93,655.18
11603	16		10 COLUMBUS DR.	MACK-CALI PLAZA 1 LLC % MACK-CALI	\$	50,250.70
11603	15		COLUMBUS DRIVE	MACK-CALI PLAZA I,ŁLC % MACK CALI	\$	151.74
11603	45.02	х	425 WASHINGTON BLVD.	MARBELLA TOWER C/O GARDEN ST. DEV.	\$	61,469.09
11603	45.01		401 WASHINGTON BLVD.	MARBELLA TOWER URBAN RENEWAL ASSOC.	\$	3,940.75

PUBLIC NOTICE - CITY OF JERSEY CITY 2017-2018 EXCHANGE PLACE ALLIANCE SID

BLOCK	LOT	QUAL	PROPERTY LOCATION	OWNER'S NAME	В	ILL AMOUNT
11603	45.02		425 WASHINGTON BLVD.	MARBELLA TOWER URBAN RENEWAL ASSOC.	\$	1,678.07
14301	11		247 WASHINGTON ST.	MAURIZI, RUDOLPH	\$	733.46
14301	9	C0001	251 WASHINGTON ST.	MAURIZI, RUDOLPH & FLORENCE	\$	360.72
14301	12		100 YORK ST.	MAURIZI, RUDOLPH S.	\$	517.03
11603	17		COLUMBUS DRIVE	M-C HARBORSIDE PROMENADE, %M. CALI	\$	96.19
11603	11		HUDSON RIVER	M-C HUDSON, LLC % MACK CAL! REALTY	\$	3,077.90
11603	12		HUDSON RIVER	M-C HUDSON, LLC % MACK CALI REALTY	\$	2,349.01
11603	21		HUDSON RIVER	M-C HUDSON, LLC % MACK CALI REALTY	\$	429.26
11603	14		HUDSON RIVER	M-C HUDSON, LLC % MACK-CALI REALTY	\$	299,40
11603	18		150 & 200 HUDSON ST.	M-C PLAZA II & III LLC C/OMC REALTY	\$	247,556.12
11603	29	<u> </u>	20 COLUMBUS DR.	M-C PLAZA IV, LLC % MACK-CALI REALTY	\$	3,544.68
11603	30	x	185 HUDSON ST.	M-C PLAZA V, LLC % MACK-CALI	\$	220,219.80
11603	30		185 HUDSON ST.	M-C PLAZA V,LLC % MACK-CALI REALTY	\$	5,846.07
11603	31,01		195 HUDSON ST.	M-C PLAZA VI & VII,LLC % MACK-CALI	\$	14,243.87
11603	31.02		215 HUDSON ST.	M-C PLAZA VI & VII,LLC % MACK-CALI	\$	90.18
11611	1.01		110 MORGAN ST.	MCFEF WARREN LLC	\$	59,983.17
	 	<u> </u>			\$	57.72
14205	20	C0004	VAN VORST ST.	MOCCO, LORRAINE	\$	7,193.00
11603	4	C0004	475 WASHINGTON BLVD.	MONACO NORTH URBAN RENEWAL, LLC	\$	41,417.63
11603	4	C0004 X	475 WASHINGTON BLVD.	MONACO NORTH URBAN RENEWAL, LLC	\$	
11603	4	C0003	465 WASHINGTON BLVD.	MONACO SOUTH URBAN RENEWAL, LLC		7,068.19
11603	4	C0003 X	465 WASHINGTON BLVD.	MONACO SOUTH URBAN RENEWAL, LLC	\$	167,765.34
14302	4	C8001	105 GREENE ST.	MONTGOMERY GREENE URBAN RENEWAL,LLC	\$	69.26
14302	4	C8001 X	105 GREENE ST.	MONTGOMERY GREENE URBAN RENEWAL,LLC	\$	1,803.60
14301	2	C8001	99 MONTGOMERY ST.	MONTGOMERY PEDIATRIC & DENTAL, LLC	\$	420.84
11608	1	C8004	88 MORGAN ST.	MORGAN ST DEVEL, JOINT VENTURE, LLC	\$	7.45
11608	1	C8004 X	88 MORGAN ST.	MORGAN ST DEVEL. JOINT VENTURE, LLC	\$	425.41
11608	1	C8009	88 MORGAN ST.	MORGAN ST DEVELOP URB RENEW CO.,LLC	\$	38.00
11608	1	C8009 X	88 MORGAN ST.	MORGAN ST DEVELOP URB RENEW CO.LLC	\$	721.20
11608	1	P0001	88 MORGAN ST.	MORGAN ST DEVELP URB RENEW CO. LLC	\$	2,444.48
11608	1	C8003	88 MORGAN ST.	MORGAN ST. INVES. RETAIL UNIT3, LLC	\$	63.25
11608	1	C8003 X	88 MORGAN ST.	MORGAN ST. INVES. RETAIL UNIT3, LLC	\$	1,196.15
11608	1	C0002	65 BAY ST.	MORGAN STREET DEVELOP U.R., LLC	\$	3,175.54
11603	4 .	C0001	445 WASHINGTON BLVD.	MS WASHINGTON,LLC % HARTZ MOUNTAIN	\$	4,237.26
13103	2		135 MONTGOMERY ST.	MTGMRY TWS CO-OP % T.K.R,PROP SERV	\$	14,109.44
11610	1		111 FIRST ST.	NEW GOLD EQUIT.CORP.C/O BLDG.MNGT.	\$	3,980.67
13102	1.02		25 COLUMBUS DR.	NEW PAULUS HK COMM.HSNG%UKRAINIAN	\$	1,592.70
1.4301	13		102 YORK ST.	NEW YORK STREET, LLC	\$	259.96
11603	2		145 GANGEMI DRIVE	NEWPORT CENTRE	\$	3,126.24
14301	4	 	93 MONTGOMERY ST.	OLD & NEW, L.L.C.	\$	948.93
14301	9	C0003	251 WASHINGTON STREET	PALMER, FELICIA	\$	221.24
14404	1	C8001	174 WASHINGTON ST.	PARK, MAN SEO	\$	17.31
1,4404	1	C8001 X	174 WASHINGTON ST.	PARK, MAN SEO	\$	360.72
13102	1.01		100 MONTGOMERY ST.	PH RESIDENTIAL OWNER LLC	\$	13,447.64
11603	27		242 HUDSON ST.	PLAZA VIII & IX ASSOCIATES, %M.CALI	\$	5,428.11
11603	22	 	3 SECOND ST. (REAR)	PLAZA VIII & IX ASSOCIATES,%M. CALI	\$	1,022.04
14301	8	C8001	253 WASHINGTON ST.	POINTE DEVELOPERS RETAIL LLC	\$	87.78

PUBLIC NOTICE - CITY OF JERSEY CITY 2017-2018 EXCHANGE PLACE ALLIANCE SID

BLOCK	LOT	QUAL	PROPERTY LOCATION	OWNER'S NAME	В	ILL AMOUNT
11603	34	C9901	65 SECOND ST.	PORTOFINO CU, LLC % MYUNG CHUL PARK	\$	26.69
11603	34	C9901 x	65 SECOND ST.	PORTOFINO CU, LLC % MYUNG CHUL PARK	\$	1,269.73
11603	34	C9902	65 Second St.	PORTOFINO CU, LLC % MYUNG CHUL PARK	\$	12.26
11603	34	C9902 X	65 Second St.	PORTOFINO CU, LLC % MYUNG CHUL PARK	\$	312.38
13103	3		255 WARREN ST.	SIENA URBAN RENEWAL ASSOC., LP	\$	2,404.80
13103	3	х	255 WARREN ST.	SIENA URBAN RENEWAL ASSOC., LP	\$	37,431.91
14301	9	C0002	251 WASHINGTON ST.	SUGURO, KANU	\$	336.67
14405	1		115 MORRIS ST.	TCR JERSEY CITY % GIDC DEPT 117	\$	6,624.74
14405	4		100 DUDLEY ST.	TCR JERSEY CITY % GIDC DEPT 117	\$	6,624.74
14405	4	Х	100 DUDLEY ST	TCR JERSEY CITY % GIDC DEPT 117	\$	26,816.41
14405	1	х	115 MORRIS ST.	TCR JERSEY CITY %GIDC DEPT 117	\$	26,816.41
11603	6		444 WASHINGTON BLVD.	TOWN COVE JC U/R INC. C/O AVALONBAY	\$	13,747.28
11603	6	Х	444 WASHINGTON BLVD.	TOWN COVE JC U/R INC. C/O AVALONBAY	\$	60,120.00
11608	1	C8001 X	88 MORGAN ST.	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	\$	343.65
11608	1	C002 X	88 MORGAN ST.	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	\$	513.91
11608	1	C8005	88 MORGAN ST.	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	\$	1.20
11608	1	C8005 X	88 MORGAN ST.	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	\$	73.59
11608	1	C8006	88 MORGAN ST.	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	\$	0.96
11608	1	C8006 X	88 MORGAN ST.	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	\$	54.59
11608	1	C8007	88 MORGAN ST.	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	\$	0.72
11608	1	C8007 X	88 MORGAN ST.	VECTOR U.R.ASSOC., I, LP% ISTAR F.INC	\$	47.37
11608	1	C8002	88 MORGAN ST.	VECTOR U.R.ASSOC.I,LP % ISTAR F.INC	\$	8.90
11608	1	C8001	88 MORGAN ST.	VECTOR U.R.ASSOC.I,LP%ISTAR F.,INC	\$	6.01
14301	15.01		120 YORK STREET	WARREN AT YORK ASSOCIATES, LLC	\$	27,051.11
					\$	3,000,010.12

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 Exchange Place Alliance 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, July 19, 2017 at 10:00 A.M. at City Hall in the Anna and Anthony R. 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.17-597	¥ JERSE
Agenda No	10.N	LET
Approved:	JUL 1 9 2017	E
TITLE:		

RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 17-096 PURSUANT TO N.J.S.A. 40:69A-181(b)

COUNCIL

offered and

moved adoption of the following resolution:

WHEREAS, at its meeting of July 19, 2017, the Municipal Council adopted Ordinance 17-096 which authorizes an amendment to Ordinance 16.136, adopted on September 14, 2016, authorizing the City of Jersey City ("City") to execute a Development Agreement and transfer 90 Virginia Avenue, a/k/a Block 21101, Lot 57 ("Property") to Garden State Episcopal Community Development Corporation ("Garden State") for the sum of \$200,000.00; and

WHEREAS, Garden State will construct on the Property five (5) two-family homes ("Project") that will be affordable housing units under the City's First Time Home Buyers Program for a period of twenty (20) years; and

WHEREAS, the City has not transferred the Property to Garden State because it was necessary to amend the Development Agreement executed by the parties on November 3, 2016 to indicate that the Project will be for "moderate" income families or persons" rather than "low and moderate" income families or persons; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of an ordinance after adoption unless the Municipal Council by resolution, declares an emergency; and

WHEREAS, it is necessary that Ordinance 17-096 become effective immediately because Garden State must expend 50% of the affordable housing funds provided by the New Jersey Department of Community Affairs (DCA) for this Project by the fall of 2017 in order to be eligible to apply for DCA funding for other affordable housing projects; and

WHEREAS, Garden State will have satisfied the 50% expenditure requirement after the City transfers the Property; and

WHEREAS, if the 20 days are not waived, affordable housing funding for other affordable housing projects in Jersey City will be in danger of being lost.

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

1. an emergency is hereby declared for the reasons set forth herein; and

Pg. #	2
•	-

Continuation of Resolution			
City Clerk File No.	Res.	17-597	
	10.N	JUL 19	

TITLE:

RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 17-096 PURSUANT TO N.J.S.A. 40:69A-181(b)

2. pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 17-096 is hereby waived so that this Ordinance may become effective immediately.

RR 7-10-17

APPROVED:

APPROVED AS TO LEGAL FORM

Comporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1/			YUN	V			RIVERA	/		
GADSDEN	1			OSBORNE	V.			WATTERMAN	w		
BOGGIANO	1			ROBINSON	V			LAVARRO, PRES	b. com		

/ 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 WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 17-096 PURSUANT TO N.J.S.A. 40:69A-181(b)

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	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

Garden State Episcopal Community Development Corporation ("Garden State") will construct at 90 Virginia Avenue five two-family homes ("Project") that will be affordable housing units under the City's First Time Home Buyers Program for a period of 20 years. The City has not transferred the Property to Garden State because it was necessary to amend the Development Agreement executed by the parties on 11-3-16 to indicate that the Project will be for "moderate" income families or persons" rather than "low and moderate" income families or persons. It is necessary that Ordinance 17-096 become effective immediately because Garden State must expend 50% of the affordable housing funds provided by the New Jersey Department of Community Affairs (DCA) for this Project by the fall of 2017 in order to be eligible to apply for DCA funding for other affordable housing projects. Garden State will have satisfied the 50% expenditure requirement after the City transfers the Property. If the 20 days are not waived, affordable housing funding for other affordable housing projects in Jersey City will be in danger of being lost.

I certify that all the facts presented herei	in are accurate.
C' / Physical Director	Data
Signature of Department Director	Date

R	esolution of the	City of Jersey	City, N.J.
City Clerk F	ile No. <u>Res. 17-598</u>	_	FIERSE
Agenda No. Approved:		_	LET PROSPER C
TITLE:			CORPORATE SEC
]]	A RESOLUTION SUPPLEMENT DESIGNATIONS OF THE CITY LOADING ZONE IN FRONT OF 9 SATURDAY, 10:00 A.M. TO 8:00 P.	OF JERSEY CITY DESIGNA 94 WEST SIDE AVENUE, MC	ATING A 30 FOOT

Council as a whole

offered and moved adoption of the following resolution:

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

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

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 17.036) be promulgated designating a loading zone at the location described therein.

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

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

(Reg. 17.036) West Side Avenue, east side, beginning 120 feet north of the projected north east curb line of Logan Avenue and extending to a point 30 feet northerly, Monday through Saturday, 10:00 a.m. to 8:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED:	k Transp	portation	on (Ý2							
APPROVED: Municipal Engineer APPROVED:	Jose	<u>R.</u>	Ca.	1	APPI	ROVEI	O AS T	O LEGAL FORM	O		
	В	usiness	Administ	trator	/		/	Corporation Counsel			
AV:pcl (06.07.17)	(fication Require	Requi	□ Approved			
·		F	ECOR	D OF COUNCIL V	OTE C	N FIN	IAL PA	SSAGE /.]	9.17		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	\top			YUN				RIVERA	1		
GADSDEN	17.			OSBORNE	7			WATTERMAN	1		
BOGGIANO	1/			ROBINSON	1			LAVARRO, PRES	1		
✓ Indicates Vote				LJ					V.VNot	Voting (Abstain

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

HU® I

RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 30 FOOT LOADING ZONE IN FRONT OF 994 WEST SIDE AVENUE, MONDAY THROUGH SATURDAY, 10:00 A.M. TO 8:00 P.M.

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E., at the request of Khadija Mars, owner of Al-Amana Super Market, 994 West Side Avenue 201.626.8181	Director of Traffic & Transportation
Phone/email	201,547.4419	AVischio@jcnj.org

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

Resolution Purpose

Designate a 30 foot loading zone in front of 994 West Side Avenue (Al-Amana Super Market), Monday through Saturday, 10:00 a.m. to 8:00 p.m.

Al-Alama Super Market is primarily a meat & poultry market, including groceries. The majority of the deliveries is perishable food and is delivered on a daily basis.

Clearing an area in front of the super market for unloading the merchandise increases traffic safety as the delivery trucks will not be double parked on West Side Avenue.

There will be a fee of \$75.00 per u-post and loading zone sign that is installed, which will be paid by Al-Amana Super Market.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

Signature of Department Director

6/9/17 Date

Date



CITY OF JERSEY CITY DEPARTMENT OF ADMINISTRATION DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex 13-15 Linden Avenue East | Jersey City, NJ 07305 Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



Regulation 17.036 June 8, 2017 LOADING ZONE REGULATION DESIGNATED In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone. 994 West Side Avenue – East Side Beginning at a point approximately 120 feet north of the projected north east curb line of Logan Avenue and extending to a point 30 feet northerly therefrom. Time: Monday through Saturday 10:00 a.m. to 8:00 p.m. Division of Engineering, Traffic and Transportation Director of Traffic & Transportation Approved by Municipal Council Resolution: Date:

Google Maps 997 County Rd 641

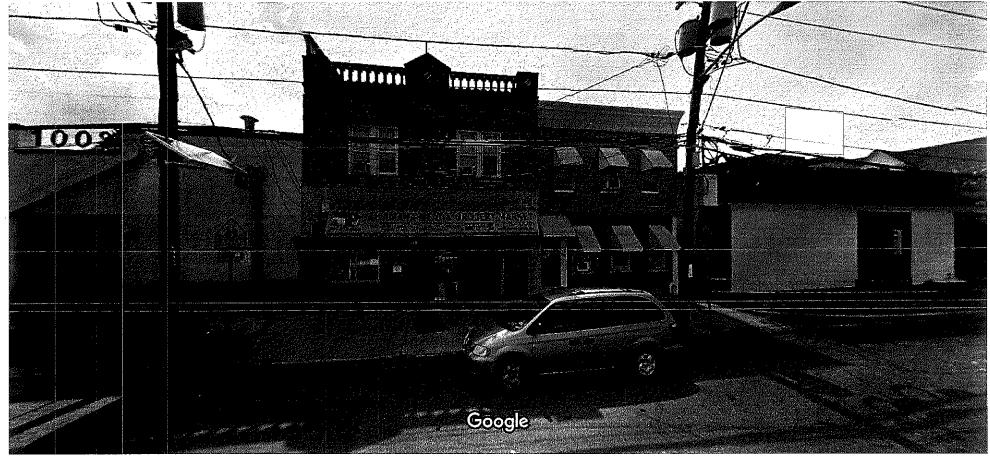


Image capture: Aug 2013 © 2017 Google

Jersey City, New Jersey

Street View - Aug 2013



$R\epsilon$	esolution of t	he City of	f Jersey	City, N.J.	
City Clerk File	e No. Res. 17-599	<u>.</u>		FIERSE	
Agenda No	10.P			LET PROSPER	k
Approved:	JUL 1 9 2017				
TITLE:]
				APORATE SEP	
A	RESOLUTION SUPPLEM	MENTING THE	MANUAL OF	LOADING ZONE	
	ESIGNATIONS OF THE C				
\mathbf{L}^{i}	OADING ZONE ON THI	E NORTH SIDE	OF FERRY ST	REET, EAST OF	

PALISADE AVENUE, SUNDAY THROUGH SATURDAY, 9:00 A.M. TO 4:00 P.M.

Council as a whole

offered and moved adoption of the following resolution:

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

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

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 17.035A) be promulgated designating a loading zone at the location described therein.

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

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

(Reg. 17.035A) Ferry Street, north side, beginning 35 feet east of Palisade Avenue and extending to a point 30 feet easterly, Sunday through Saturday, 9:00 a.m. to 4:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: Director of Traffic &	k Trans	portat	on	(4)							
APPROVED:APPROVED:APPROVED:AV:pc! (07.18.17)	-	JAV. usiness	Administ	(far)	Certi	1	n Requi	Corporation Counsel ired APPROVED	9-(
			ECOP	D OF COUNCIL V	OTE O	N EIN	IAI DA		9.17	···	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN	1			RIVERA	7		
GADSDEN	1			OSBORNE	$\overline{}$			WATTERMAN	1		
BOGGIANO	17			ROBINSON	1	<u> </u>		LAVARRO, PRES	1		
✓ Indicates Vote				-l			1)	V.VNot	Votina (Abstain

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

Rolando R. Lavarro, Jr., President of Council

RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 30 FOOT LOADING ZONE ON THE NORTH SIDE OF FERRY STREET EAST OF PALISADE AVENUE, SUNDAY THROUGH SATURDAY, 9:00 A.M. TO 4:00 P.M

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Clemence Danko on behaif of CHOC-PAIN French Bakery & Café, 330-332 Palisade Avenue 201.310.9352	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

Resolution Purpose

Designate a 30 foot loading zone on the north side of Ferry Street beginning 35 feet east of Palisade Avenue for CHOC-PAIN, French Bakery & Café, Sunday through Saturday, 9:00 a.m. to 4:00 p.m.

The Bakery & Café located at 330-332 Palisade Avenue is in need of a loading zone for deliveries of both perishable items and packaged goods to the store as well as to load outgoing items from the store such as bread, pastries, sandwiches, etc to other bakeries and wholesale clients.

Designating a loading zone on Ferry Street for the Bakery will increase traffic safety as the trucks/vehicles delivering to and from the bakery will not double park on Palisade Avenue.

There will be a \$75.00 fee per u-post and loading zone sign that is installed, which will be paid by CHOC-PAIN French Bakery & Café.

Director of Traffic & Transportation

Date

Signature of Department Director

Date

I certify that all the facts presented herein are accurate.



CITY OF JERSEY CITY DEPARTMENT OF ADMINISTRATION DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex 13-15 Linden Avenue East | Jersey City, NJ 07305 Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



Regulation 17.035A	July 18, 2017
LOADING ZONE REGULATIO DESIGNATED	PN
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) a the Jersey City Municipal Code, the following location is herel zone.	
Ferry Street – North Side	
Beginning at a point approximately 35 feet east of Palisade Ave feet easterly therefrom.	enueand extending to a point 30
Time: Sunday through Saturday 9:00 a.m. to 4:00 p.m.	
Division of Engineering, Traffic and Transportation Director of Traffic & Transportation	
Approved by Municipal Council Resolution:	
Date:	

Ferry St

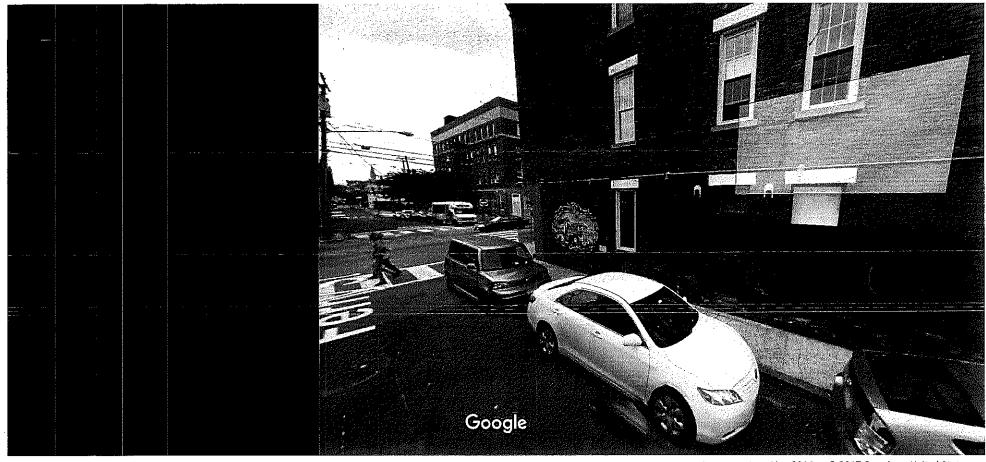


Image capture: Nov 2016

© 2017 Google United States

Jersey City, New Jersey

Street View - Nov 2016

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

City Clerk File No	Res. 17-600
Agenda No.	10.0
Approved:	JUL 1 9 2017
TITLE:	

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, AUGUST 5, 2017 FOR THE PURPOSE OF THE BOLIVIAN PARADE & FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Bridget & Javier Solares on behalf of the Centro de Residentes Bolivianos en NJ to close Mercer Street from Marin Boulevard to Grove Street beginning 9:00 a.m. and ending 8:00 p.m. Saturday, August 5, 2017 for the purpose of the Bolivian Parade & Festival; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-1, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

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

WHEREAS, the request to close Mercer Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-72 (B)(2) and 296-73(D) and Chapter 122, Sections 122-1 and 122-2(C)(1) as the event is sponsored by a non-resident and will start earlier than permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-72 and 296-73 and Sections 122-1 and 122-2 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Mercer Street from Marin Boulevard to Grove Street beginning 9:00 a.m. and ending 8:00 p.m. Saturday, August 5, 2017

APPROVED:Director of Traffic &	Transp	ortatio	on i	1			•				
APPROVED: Municipal Engineer APPROVED: Business Administrator AV:pcl (06.22.17)						AS TO	Corporation Counsel				
					Not F	equire	ed	□ APPROVED	9-0	,	
		F	RECOR	D OF COUNCIL VO	OTE O	N FIN	AL PA	SSAGE 7.19	1.7		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N,V.
GAJEWSKI				YUN	1			RIVERA	1		

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

OSBORNE

ROBINSON

Rolando R. Lavarro, Jr., President of Council

GADSDEN

BOGGIANO

✓ Indicates Vote

Robert Byrne, City Glerk

N.V.-Not Voting (Abstain)

WATTERMAN

LAVARRO, PRES

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, MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, AUGUST 5, 2017 FOR THE PURPOSE OF THE BOLIVIAN PARADE & FESTIVAL

Initiator

AAAAAAA		
Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Bridget & Javier Solares on behalf of Centro de Residentes Bolivianos en NJ, 396 Liberty Avenue, JCNJ 201.819.7423	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@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 MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, AUGUST 5, 2017

FOR THE PURPOSE OF THE BOLIVIAN PARADE & FESTIVAL

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

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

Department Director

0/50

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK:

Mercer St, Marin Blvd to Grove St

PURPOSE OF EVENT: Bolivian Parade & Festival

BEGINS/ENDS:

9AM/8PM

Saturday, August 5, 2017

APPLICANTS:

Bridget & Javier Solares

ORGANIZATION:

Centro de Residentes Bolivianos en NJ

ADDRESS:

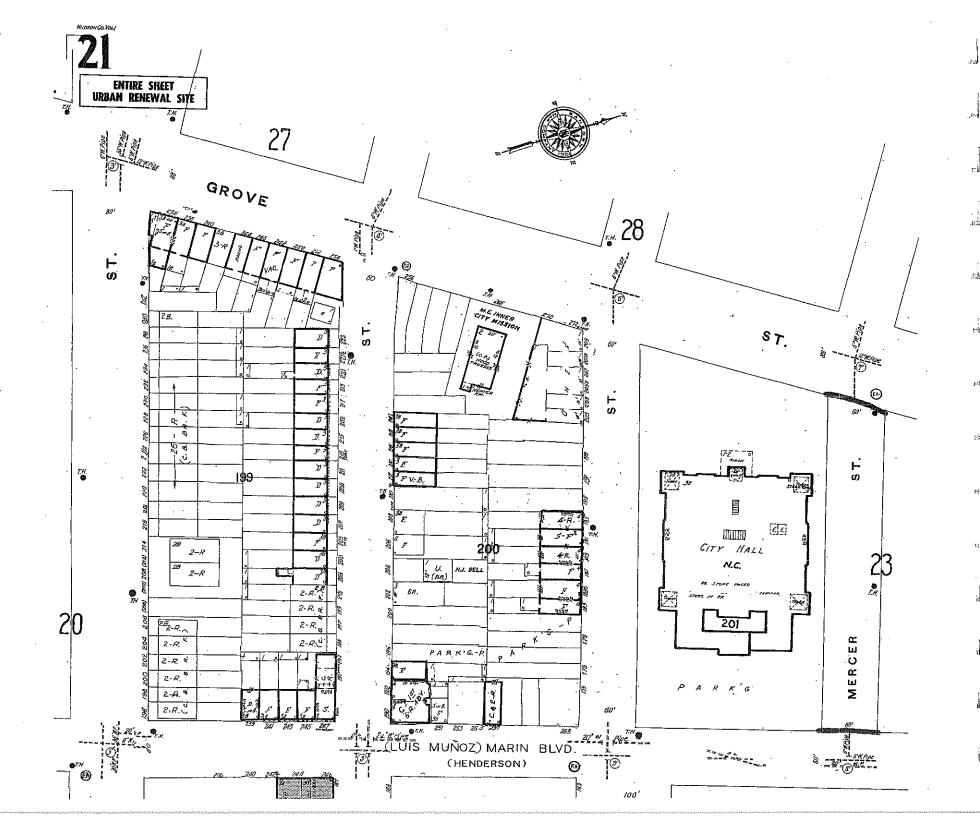
396 Liberty Ave, Jersey City NJ

PHONE #:

201.819.7423

BEING WAIVED:

Nonresidents, start time





Steven M. Fulop Mayor

CITY OF JERSEY CITYOFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215 Jersey City, NJ 07302 (201)547-6921 culturalaffairs@jcnJ.org



SPECIAL EVENT APPLICATION
Signature Page - Multiple Districts

ART. MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY



Elizabeth Cain Director

= 1			I PA	RADE & FESTIVAL			8/5/17 EVENT DATE:	
	ENT NAME:	FES	TIV	AL: CITY HALL PLAZA &	MERC	ER ST / PARADE: BRUNSWICK	TO COLUMBUS TO GROVE	*********
ΕYI	ENT LOCATION	DN:	*******		***********	—— DocuSigh	d by:	************
				AIRS REVIEWER	9	Initials of CA Reviewer Cultura	l liffairs Event Planner 2942478)17
JEF	RSEY CITY PO	OLICE D	EP/	ARTMENT: EAST DIGT	Trie		DoctsSigned by:	
X	Approved		X	Coordinate On-Duty Person	nnel	Signature of District Commander	Captain Nicholas Scerbo	17
	NOT Approved		Х	Coordinate Off-Duty Perso	nnel	Comments:	E1002DE7EBF8055te: 6/16/20	· 1.7
JEF	RSEY CITY PO	OLICE D	EP/	ARTMENT: NORTH DI	STRIC	CT COMMANDER		
	Approved			Coordinate On-Duty Person	nnel	Signature of District Commander	414111111111111111111111111111111111111	********
	NOT Approved			Coordinate Off-Duty Perso	nnel	Comments:	Date:	
JE	RSEY CITY PO	OLICE D	EP/	ARTMENT: SOUTH DI	STRIC	CT COMMANDER		
	Approved			Coordinate On-Duty Person	nnel	Signature of District Commander	434439443444434444444414144444444444444	
	NOT Approved			Coordinate Off-Duty Perso	nnel	Comments:	Date:	
JER	RSEY CITY PO	OLICE D	EP/	ARTMENT: WEST DIST	TRICT	COMMANDER		
	Approved			Coordinate On-Duty Person	nnel	Signature of District Commander	***************************************	
	NOT Approved			Coordinate Off-Duty Perso	nnel	Comments:	Date:	
JEF	RSEY CITY PO	OLICE D	EP/	RTMENT: POLICE C	HEF		DocuSigned by:	
X	Approved		X	Coordinate On-Duty Person	nnel	Signature of Police Chief:	Deputy Chief Joseph Cons	1314
	NOT Approved		\mathbf{x}	Coordinate Off-Duty Perso	nnel	Comments:	8108898902C9*Date: 6/19/20	01.7
JEF	SEY CITY PO	OLICE D		ARTMENT: POLICE O	FF DU	ITY COORDINATOR	DocuSioned by:	
x	Acknowledged		Dat	e: 6/21/2017		Signature of Off Duty Coordinato	: Thomas Malioney	
JEF	SEY CITY FI	RE DEPA	\RT	MENT		•	FB7830AA55CF45C., DocuSigned by;	
				Additional Permits Require	·d	Signature of Fire Official:		
_	NOT Approved	•	_	Fire Inspector Required		Signature of Fire Official: tags for rides/ Comments:	permits for cookang/12	jnspect.
				ARTMENT: SAFETY DI			—DocuSigned by:	
_				Coordinate On-Duty Person		Signature of Police Director:	Bill O'Donnell	
	Approved NOT Approved			Coordinate Off-Duty Perso		Comments:	53631BBE8A7649E	01.7
	• • •			ENGINEERING & TRA			— BoouSigned by:	
	Acknowledged	17131011		Pending Council Approval		Signature of Traffic Engineer:	Marte Rucher	
	Not Applicable			Need Completed Signature P		Comments:	AF1B7F1CEA13404 6/22/2	017
		EDA DTM		T HEALTH & HUMAN	-			
	No Food will be:			Vendor List Required	JERT	Signature of Health Officer:		
П	Food will be Sok			Health Inspector Required		Comments:		
			LL!	T OF RECREATION		COMMENS.	minimum.	
			EM	I OF RECREATION		Signature of Stage Coordinator:		
_	Stage Request: A	• •				Comments:		
<u>Ц</u>	Stage: NOT App		P-1	- of public Works				
_		EPARIM	EN		: DIY	ISION OF SANITATION		
	Approved		Щ	Requiring additional form		Signature of Sanitation Director:		
	NOT Approved		 	Additional fee will apply	. DW	ISION OF PARKS & FORES		***********
JEF					אוע א			
	Request for use		•			Signature of Parks Director:		
L.J	Request for use				- 511/	Comments:		***************************************
JEF					: IJIY	ISION OF BUILDING & ST		
Ц	Request for Add					Signature of Building & Streets Di		
<u>.</u>				des: NOT Approved		Comments:		,
JEI				RISK MANAGEMENT				
	COI is Approved			Waiver request is Approve		Signature of Risk Manager:		
Ш	COI is NOT Appr		Ш		oroved	Comments:	Date:	
JEF	RSEY CITY DI	NOISIVI		COMMERCE				
	Approved		Dat	ter		Signature of Division of Commerc	e Director:	

Res	olut	ior	ı oʻ	f the Cit	ус	f]	ers	sey City,	N	J.	
City Clerk File N	lo	Res.	17 0 6	01						ERS	5
Agenda No										RSEY I Proste	
Approved:		IUL 1	9 2017								
TITLE:											
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he Centrol De R	esidentes	Bolivia	nos en	gineering, Traffic an NJ to close Grand S 11, 2017 for the purp	treet, e	ast of	Hudsor	1 Street beginning a			
122-1, a street ma	ay be tem	porarily	closed	the provisions of Se I for a block party o ertain conditions;							
with Sections 29	6-74 (B)	the Mu	nicipal	of the required condi Engineer may recon and 296-73 and Sect	nmend	to the	City C	ouncil that one or n			
Sections 296-71 (A)(B)(C)(D), 296	5-72 (B)	Grand Street does no)(2) and 296-73(D) a non-resident, it wil	ind Cha	pter 12	22, Sec	tions 122-1 and 122	-2(C)(1) as	
accordance with t	he provisi	on of S	ection 2	forementioned street 296-74 (B) and the a n in Sections 296-71	pplican	t has n	nade a 1	request to the City C	ouncil	that	
	sing of G			ESOLVED, that the at of Hudson Street b							
APPROVED:	& Trans	oortatio	1	<u></u>							
APPROVED:	Jose	R.	Du	nles	APPI	ROVEI	O AS T	O LEGAL FORM			
Municipal Engine APPROVED:	الهسير	X		and the same of th			}				
		3usiness	Administ	rator			,	Corporation Counsel			
AV:pcl [06.12.17]	· (Gerti	fication	Requi	ired □			
		_			Not F	Require	ed	□ Approved	9-0	,	
		}	RECOR	D OF COUNCIL V				SSAGE 7 19	.17_		T (T)
COUNCILPERSO	N AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N,V.
GAJEWSKI			├	YUN	1			RIVERA WATTERMAN	1/	-	
GADSDEN	V			OSBORNE	1/			LAVARRO, PRES	1	+	<u> </u>
✓ Indicates Vote	17	Ш	.	LIVORINGON	Τ,	L	1		N.VNot	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

RECREATIONAL EVENT STREET CLOSURE

BLOCK:

Grand St east of Hudson St

PURPOSE OF EVENT: 9/11 Memorial

BEGINS/ENDS:

7AM/Noon

Monday, September 11, 2017

APPLICANT:

Gary Nye/John Guarini

ORGANIZATION:

The 9/11 Memorial Committee of Jersey City INC

ADDRESS:

130 Winfield Ave, Jersey City NJ

PHONE #:

201.547.5107

BEING WAIVED:

Nonresident, start time

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, GRAND STREET, EAST OF HUDSON STREET BEGINNING 7:00 A.M. AND ENDING AT NOON SEPTEMBER 11, 2017 FOR THE PURPOSE OF THE 9/11 MEMORIAL

Initiator

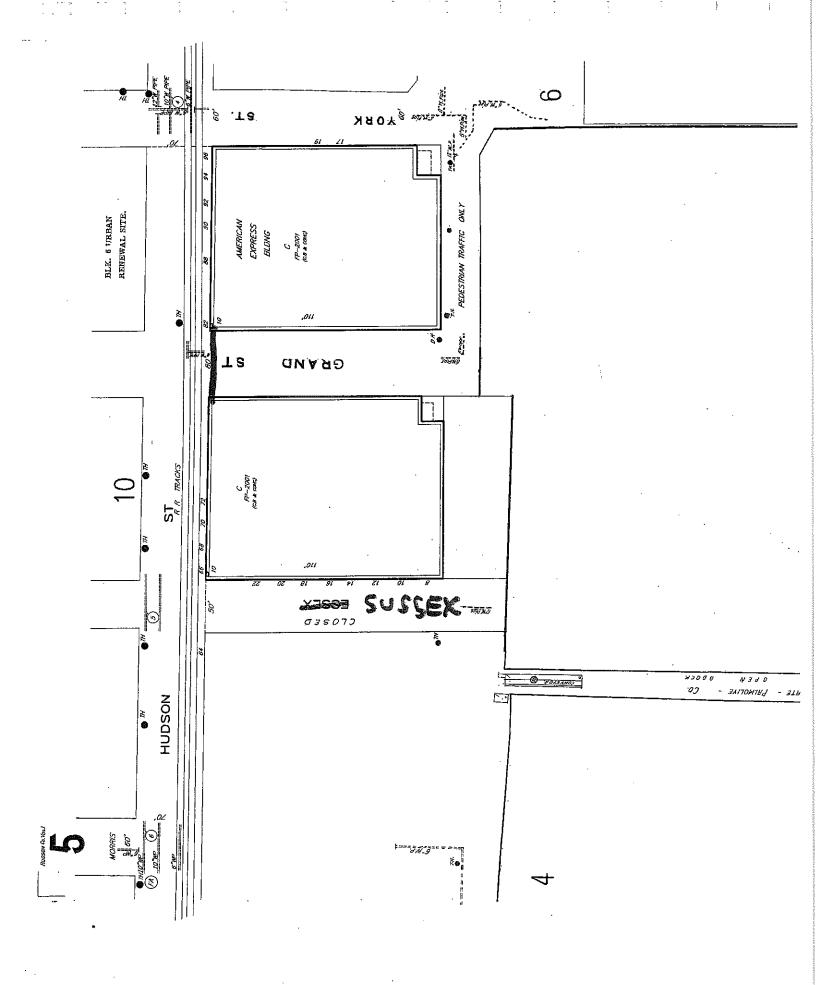
Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Gary Nye/John Guarini on behalf of the 9/11 Memorial Committee of Jersey City New Jersey Inc. 130 Winfield Avenue, JCNJ 201.547.5107	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

Resolution Purpose
AUTHORIZING THE CLOSING OF GRAND STREET, EAST OF HUDSON STREET BEGINNING 7:00 A.M. AND ENDING AT NOON SEPTEMBER 11, 2017
FOR THE PURPOSE OF THE 9/11 MEMORIAL
Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

Director of Traffic & Transportation Department Director Date

I certify that all the facts presented herein are accurate.





Steven M. Fulop Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215 Jersey City, NJ 07302 (201)547-6921 culturalaffairs@Jcnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY SPECIAL EVENT APPLICATION





Elizabeth Cain Director

	ORIAL SERVICE	9/11/17 . EVENT DATE:
GRA	NT STREET AT THE WATERFRONT	EYER! DAIE:
EVENT LOCATION:		DocuSigned by:
OFFICE OF CULTURAL	AFFAIRS REVIEWER	Initials of CA Reviewer Lutural Affairs Fount Planus
JERSEY CITY POLICE D	EPARTMENT: EAST DISTRIC	
x Approved	□ Coordinate On-Duty Personnel	Signature of District Commander: Captain Nicholas Section CC-ODC E1002DEFRBF9485 6/16/2017
☐ NOT Approved	☐ Coordinate Off-Duty Personnel	CC-ODC6/16/2017 Comments:B1002DE7EBF8\data{3}
JERSEY CITY POLICE D	EPARTMENT: NORTH DISTR	ICT COMMANDER
☐ Approved	☐ Coordinate On-Duty Personnel	Signature of District Commander:
☐ NOT Approved	☐ Coordinate Off-Duty Personnel	Comments: Date:
JERSEY CITY POLICE D	EPARTMENT: SOUTH DISTR	ICT COMMANDER
☐ Approved	☐ Coordinate On-Duty Personnel	Signature of District Commander:
☐ NOT Approved	☐ Coordinate Off-Duty Personnel	Comments: Date:
• •	EPARTMENT: WEST DISTRIC	CT COMMANDER
☐ Approved	Coordinate On-Duty Personnel	Signature of District Commander:
☐ NOT Approved	☐ Coordinate Off-Duty Personnel	Comments: Date:
* *	EPARTMENT: POLICE CHIEF	•
		Signature of Police Chief: Depute Chief Joseph Commons
☐ NOT Approved	☐ Coordinate Off-Duty Personnel	(aterespensive 6/19/201/
	EPARTMENT: POLICE OFF	OUTY COORDINATOR
X Acknowledged	Date: 6/21/2017	Signature of Off Duty Coordinator: Thomas Malioney
		FB7630AA55CF45C.,
JERSEY CITY FIRE DEP		Signature of Fire Official: Dunis Aubur
	Additional Permits Required	Signature of Fire Official: Victus Mutur describe generator 1970 Sapacity/21/2017 Comments: Bate:
☐ NOT Approved	Fire Inspector Required	
•	DEPARTMENT: SAFETY DIREC	au pla u
Approved	Coordinate On-Duty Personnel	
☐ NOT Approved	Coordinate Off-Duty Personnel	
	OF ENGINEERING & TRAFF	i di i di di di di di di di di di di di
☐ Acknowledged	Pending Council Approval	
☐ Not Applicable	☐ Need Completed Signature Page	Comments: Date:
JERSEY CITY DEPARTM	1ENT HEALTH & HUMAN SEI	
☐ No Food will be Sold	☐ Vendor List Required	Signature of Health Officer:
☐ Food will be Sold	☐ Health Inspector Required	Comments: Date:
JERSEY CITY DEPARTM	MENT OF RECREATION	
Stage Request: Approved		Signature of Stage Coordinator:
Stage: NOT Approved		Comments: Date:
JERSEY CITY DEPARTM	MENT OF PUBLIC WORKS: D	IVISION OF SANITATION
☐ Approved	Requiring additional form	Signature of Sanitation Director:
☐ NOT Approved	Additional fee will apply	Comments: Date:
JERSEY CITY DEPARTM	MENT OF PUBLIC WORKS: D	IVISION OF PARKS & FORESTRY
Request for use of Park: A	pproved	Signature of Parks Director:
☐ Request for use of Park: N	OT Approved	Comments: Date:
JERSEY CITY DEPARTM	MENT OF PUBLIC WORKS: D	IVISION OF BUILDING & STREETS
Request for Additional Ba		Signature of Building & Streets Director:
Request for Additional Ba		Comments: Date:
	OF RISK MANAGEMENT	— DocuSigned by:
☐ COI is Approved	X Waiver request is Approve	ignature of Risk Manager: Mafflew Hogan
COI is NOT Approved	☐ Waiver request is NOT Ap	58485D38922240 bate: 6/14/2017
JERSEY CITY DIVISION		
☐ Approved	Date:	Signature of Division of Commerce Director:

APPROVED: APPROVED AS TO LEGAL FORM APPROVED Corporation Counsel Certification Required APPROVED PROVED RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17 COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. GAJEWSKI GADSDEN OSBORNE APPROVED APPROVED 9-0 RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17 COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. GAJEWSKI GADSDEN APPROVED APPROV	City Clerk File No	o. <u>Res. 17-</u> 6	502			100	TERS
ARESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO AN ACREMENT WITH AR. JAMES & COMPANY, LITD DIRA AR. JAMES MEDIA TO CONSTRUCT AND MAINTAIN BUS SHELITERS AND APPROVING A NEW SITE FOR THE INSTALLATION OF A BUSSHELTER COUNCIL RESOLUTION WHEREAS, the City of Jersey City ("City") and AR James & Company, LITD, t/d AR. James Media ("AR James") entered into a contract dated July 24, 2014, whereby AR James provides for the installation and maintenance of numerous base shelters throughout the City (the "City") as a party to the contract so that bus shelters could be installed in public rights—forwy that are under the County of Hudson ("County") as a party to the contract so that bus shelters could be installed in public rights—forwy that are under the County in stricts from a party of the contract so that bus shelters could be installed in public rights—forwy that are under the County in stricts from a party to the contract so that bus shelters could be installed in public rights—forwy that are under the County in stricts from a party to the contract so that bus shelters could be installed in public rights—forwy that are under the County is intended from Kennedy Boulevard northbound at Brooks Place rear-side, and WHEREAS, AR James, the City and the County agree that a new bus shelter, and (2) authorize all other actions necessary for the installation of the bus shelter. WHEREAS, the City whites to (1) approve the installation of the bus shelter, and (2) authorize all other actions necessary for the installation of the bus shelter on Kennedy Boulevard northbound at Brooks Place near-side is approved, and BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved, BE IT FURTHER RESOLVED, that the Mayor, Business Administrator, Chief Financial Officer, Corporation Counts), City Cick, Purchasing Agant, and any other necessary official, officer or employee of the City be and they are hereby	Agenda No.	10.S					TERSET
A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO AN AGREEMENT WITH A.R. JAMES & COMPANY, LTD D/B/A A.R. JAMES MEDIA TO CONSTRUCT AND MAINTAIN BUS SHELTERS AND APPROVING A NEW SITE FOR THE INSTALLATION OF A BUS SHELTER COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION WHEREAS, the City of Jersey City ("City") and AR James & Company, LTD, t/d A.R. James Media ("AR James") entered into a contract dated July 24, 2014, whereby AR James provides for the installation and maintenance of numerous bus shelters throughout the City the "City/AR lanes Agreement"); and WHEREAS, Resolution 15.287 approved on April 22, 2015 amended the City's contract (First Amendment) with AR James to include the County of Fluctour County') is a party to the contract so that bus shelters could be installed in public rights-of-way that are under the County's jurisdiction; and WHEREAS, AR James, the City and the County agree that a new bus shelter should be installed on Kennedy Boulevard northbound at Brooks Place near-side is approved; and WHEREAS, the City wishes to (1) approve the installation of the bus shelter, and (2) authorize all other actions necessary for the installation of the bus shelter. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY that the installation of the bus shelter on Kennedy Doulevard northbound at Brooks Place near-side is approved; and BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Doulevard northbound at Brooks Place near-side is approved; and BE IT FURTHER RESOLVED, that the Mayor or Business Administrator, Chief Financial Officer, Corporation Counsel, City Clerk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are fereby authorized to execute the Second Amendment of Agreement attached hereto; BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: OUNCIL PERSON AFE NAY NY CO							MALA H
AMENDMENT TO AN AGRERMENT WITH AR. JAMES & COMPANY, LTD DIBA AR. JAMES MEDIA TO CONSTRUCT AND MAINTAIN BUS SHELTERS AND APPROVING A NEW SITE FOR THE INSTALLATION OF A BUS SHELTER COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION WHEREAS, the City of Jersey City ("City") and AR James & Company, LTD, t/d A.R. James Media ("AR James") entered into a contract dated July 24, 2014, whereby AR James provides for the installation and maintenance of numerous bus shelters throughout the City (the "City/AR James Agreement"); and WHEREAS, Resolution 15.287 approved on April 22, 2015 amended the City's contract (First Amendment) with AR James to include the County of Hudson ("County") as a perty to the contract so that bus shelters could be installed in public rights-of-way that are under the County's jurisdiction; and WHEREAS, AR James, the City and the County agree that a new bus shelter should be installed in Reunedy Boulevard northbound at Brooks Place near-side; and WHEREAS, AR James, the City wishes to (1) approve the installation of the bus shelter, and (2) authorize all other actions necessary for the installation of the bus shelter. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY that the installation of the bus shelter on Kennedy Boulevard northbound at Brooks Place near-side is approved; and BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute the Second Amendment of Agreement attached hereto; BE IT FURTHER RESOLVED, that the Mayor or Business Administrator, Chief Pinancial Officer, Corporation Counsel, City Cieck, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute uny and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: OCUNCIL PERSON AYE NAY N.V. COUNCIL PERSON AYE NAY N.V	TITLE:					197	
WHEREAS, the City of Jersey City ("City") and AR James & Company, LTD, t/d AR. James Media ("AR James") entered into a contract dated July 24, 2014, whereby AR James provides for the installation and maintenance of numerous bus shelters throughout the City (the "City/AR James Agreement"); and WHEREAS, Resolution 15.287 approved on April 22, 2015 amended the City's contract (First Amendment) with AR James to finclude the County of Hudson ("County") as a party to the contract so that bus shelters could be installed in public rights-of-way that are under the County's jurisdiction; and WHEREAS, AR James, the City and the County agree that a new bus shelter should be installed in Kennedy Boulevard northbound at Brooks Place near-side; and WHEREAS, the City wishes to (1) approve the installation of the bus shelter, and (2) authorize all other actions necessary for the installation of the bus shelter. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY that the installation of the bus shelter on Kennedy Boulevard northbound at Brooks Place near-side is approved; and BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved; BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute the Second Amendment of Agreement attached hereto; BE IT FURTHER RESOLVED, that the Mayor, Business Administrator is authorized to execute the Second Counsel, City Cierk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17 COUNCILPERSON AYE NAY NY VIVIN RIVER NY NY RIVER NY NY NY NY NY NY NY NY NY NY NY NY		AMENDMENT T COMPANY, LTD MAINTAIN BUS	O AN AGREEMEN D/B/A A.R. JAMES M SHELTERS AND API	T WITH A MEDIA TO CO PROVING A	A.R. JA ONSTRU	AMES & UCT AND	PORATE SET
James") entered into a contract dated July 24, 2014, whereby AB James provides for the installation and maintenance of numerous bus shelters throughout the City (the "City/AR James Agreement"); and WHEREAS, Resolution 15.287 approved on April 22, 2015 amended the City's contract (First Amendment) with AR James to include the County of Hudson ("County") as a party to the contract so that bus shelters could be installed in public rights-of-way that are under the County's jurisdiction; and WHEREAS, AR James, the City and the County agree that a new bus shelter should be installed on Kennedy Boulevard northbound at Brooks Place near-side; and WHEREAS, the City wishes to (1) approve the installation of the bus shelter, and (2) authorize all other actions necessary for the installation of the bus shelter. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY that the installation of the bus shelter on Kennedy Boulevard northbound at Brooks Place near-side is approved; and BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved; BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute the Second Amendment of Agreement attached hereto; BE IT FURTHER RESOLVED, that the Mayor, Business Administrator, Chief Financial Officer, Corporation Counsel, City Clerk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute uny and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: COUNCLIPERSON AYE NAY INV. COUNCLIPERSON AYE NAY INV. COUNCLIPERSON AYE NAY INV. COUNCLIPERSON AYE NAY INV. COUNCLIPERSON AYE NAY INV. COUNCLIPERSON AYE NAY INV. COUNCLIPERSON AYE NAY INV. COUNCLIPERSON AYE NAY INV. COUNCLIPERS			OFFER	ED AND MO	VED AI	OOPTION OF THE FO	LLOWING
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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY that the installation of the bus shelter on Kennedy Boulevard northbound at Brooks Place near-side is approved; and BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved; BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute the Second Amendment of Agreement attached hereto; BE IT FURTHER RESOLVED, that the Mayor, Business Administrator, Chief Financial Officer, Corporation Counsel, City Cierk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: Corporation Counsel Certification Required Department of Approved Department of Appro				gree that a new	bus she	elter should be installed	on Kennedy
BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved; BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute the Second Amendment of Agreement attached hereto; BE IT FURTHER RESOLVED, that the Mayor, Business Administrator, Chief Financial Officer, Corporation Counsel, City Clerk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: Director of Traffic & Transportation				illation of the b	us shelte	er, and (2) authorize all	other actions
Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved; BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute the Second Amendment of Agreement attached hereto; BE IT FURTHER RESOLVED, that the Mayor, Business Administrator, Chief Financial Officer, Corporation Counsel, City Clerk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: Director of Traffic & Transportation							e installation
Amendment of Agreement attached hereto; BE IT FURTHER RESOLVED, that the Mayor, Business Administrator, Chief Financial Officer, Corporation Counsel, City Clerk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: APPROVED APPROVED AS TO LEGAL FORM							lson County
Counsel, City Clerk, Purchasing Agent, and any other necessary official, officer or employee of the City be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution; and BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: 1. AR James Media APPROVED: Director of Traffic & Transportation APPROVED: APPROVED: Certification Required Not Required APPROVED 9-C RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17 COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. GAJEWSKI / YUN / RIVERA / NAY N.V. GADSDEN / WATTERMAN / WATTE				Business Admi	inistrator	is authorized to execute	e the Second
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Rojando R. Lavarro, Jr., President of Council

Robert Byrne, City/Cle

Second Amendment of Agreetment

This Second Amendment of Agreement, dated this day of July, 2017, is made by and among AR James & Company, Ltd., a New Jersey corporation, t/a A.R. James Media ("AR James"), the City of Jersey City ("Sponsor"), and the County of Hudson, State of New Jersey ("Co-Sponsor"), to amend the Agreement by and among AR James, the Sponsor and the Co-Sponsor, dated June 9, 2015, for the Installation and Maintenance of Bus Shelters on County Roads (the "Agreement").

WITNESSETH:

WHEREAS, the parties hereto desire to amend the Agreement to provide for one additional bus shelter site located on a County roadway.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. Exhibit B of the Agreement is hereby amended to add the following bus stop shelter location:

On Street: JFK Blvd (CR 601)
At Cross Street: Brooks Place
Traffic Direction: North

2. The remainder of the terms and conditions set forth in the Agreement remain in full force and effect and are legally binding on the parties hereto and thereto.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of the day and year first written above.

WITNESS:	CITY OF JERSEY CITY
	By:
WITNESS:	COUNTY OF HUDSON
	By:
WITNESS:	AR JAMES & COMPANY, LTD
	By:

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO AN AGREEMENT WITH A.R. JAMES & COMPANY, LTD D/B/A A.R. JAMES MEDIA TO CONSTRUCT AND MAINTAIN BUS SHELTERS AND APPROVING A NEW SITE FOR THE INSTALLATION OF A BUS SHELTER

Project Manager

Project Manager		
Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, PE, at the request of the Residence Response Center on behalf of a Constituent	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

Contract Purpose

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

Cost (Identify a	ll sources and amour	Contract term (include all proposed renewals)
Not Applicable		Five Years effective August 1, 2014
	·	
Type of award	Competitive Contra	
If "Other Excep	ition", enter type	
Additional Info	rmation	
		oting public transportation, conservation of energy, traffic safety, the concept of establishing bus shelters within its jurisdiction

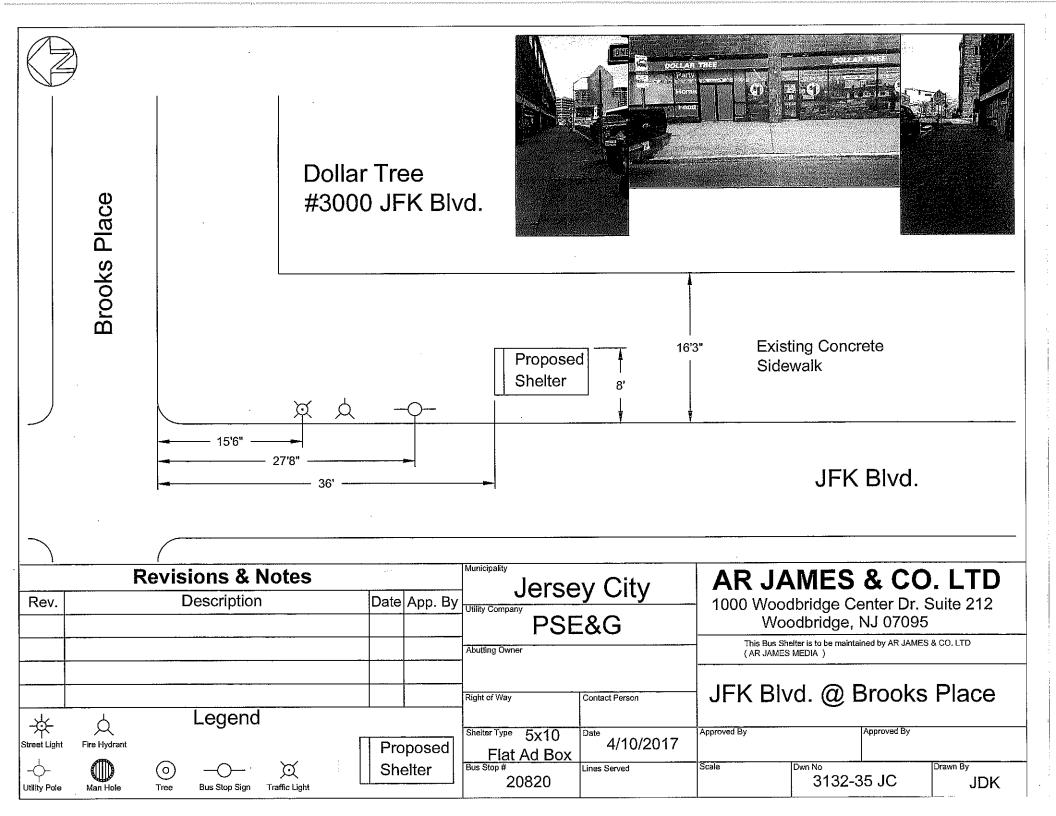
I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

Signature of Department Director

 $\frac{6/30/17}{\text{Date}}$

Daté



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

City Clerk File No.	Res. 17-603
Agenda No.	10.T
Approved:	JUL 1 9 2017
TIT! F:	



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2016-1645 SOLD TO MTAG CUST FIG CAP INV NJ13 LLC

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jarsey City sold a tax sale certificate on 196 Arlington Avenue, Block 22703 Lot0 49, Certificate # 2016-1645 on December 15, 2016 to MTAG CUST FIG CAP INV NJ13 LLC; and

WHEREAS MTAG CUST FIG CAP INV NJ13 LLC the third party lien holder for certificate 2016-1645 lost the original certificate issued on December 15, 2016; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 10, 2017 by the servicing company for the mortgage holder; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to MTAG CUST FIG CAP INV NJ13 LLC under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that MTAG CUST FIG CAP INV NJ13 LLC be given a duplicate tax sale certificate.

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY_	N,V.
GAJEWSKI	1			YUN	1			RIVERA	/		
GADSDEN	1			OSBORNE	V		Ī	WATTERMAN	1	<u> </u>	
BOGGIANO	1			ROBINSON	1			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.

Rojando 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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2016-1645 SOLD TO MTAG CUST FIG CAP INV NJ13 LLC

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose							
A replacement of a lost third party tax sale certificate.							

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER AFFIDAVIT OF LOST TAX SALE CERTIFICATE

- 1. I, Jae Sim agent for MTAG Cust for FIG Capital Investments NJ13 LLC, residing at 1000 Riverside Ave, Ste 400 Jacksonville, FI 32204 of full age, being duly sworn according to law, upon his oath, deposes and says:
- 2. I am an agent for the true and lawful owner of Tax Sale Certificate# 2016-1645 issued by the Municipality of Jersey City constituting a municipal lien on property known as Block 22703 Lot 49 assessed to Montalvo Vinicio & Barzola Betsy.
- 3. This Tax Sale Certificate was duly recorded in the Office of the County Clerk for the County of Hudson on February 24, 2017 in Mortgage Book 18913 on Page 50
- 4. The aforementioned certificate is not in my possession.
- 5. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate tome.

Jae Sim

MTAG Cust for FIG Capital Investments NJ13 LLC

Jotary

ROBIN EVERETT
MY COMMISSION #GG066873
EXPIRES: JAN 26, 2021
Bonded through 1st State Insurance

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

City Clerk File No.	Res. 17-604	 EJERSA
Agenda No.	10.U	 LET TOSPE
Approved:	JUL 1 9 2017	FORM
TITLE:		

RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2009-3265 SOLD TO GREGORY JUDGE

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 57 Orient Avenue, Block 22605 Lot 5, Certificate# 2009-3265 on October 8, 2009 to GREGORY JUDGE; and

WHEREAS GREGORY JUDGE, the third party lien holder for certificate 2009-3265 lost the original certificate issued on October 8, 2009; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **GREGORY JUDGE** be given a duplicate tax sale certificate.

APPROVED Mthom Stots	APPROVED AS TO LEGAL FORM
APPROVED: Business Administrator	Corporation Counsel
	Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN	/			RIVERA	/		
GADSDEN	1			OSBORNE	1			WATTERMAN	V,		
BOGGIANO	1			ROBINSON	1			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-CONTR	ACTUAL

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2009-3265 SOLD TO GREGORY JUDGE

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resol	lution	Pur	pose

Resolution Purpose						
A replacement of a lost third party tax sale certificate.						
·						

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date: <u>June 20, 2017</u>

AFFIDAVIT FOR LOST TAX SALE CERTIFICATE # 2009-3265

I hereby certify that the original tax sale certificate for Block <u>22605</u>,

Lot <u>5</u>, known as <u>57 Orient Avenue</u>, has been lost and not assigned to another party.

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

Gregory Judge

Notary Public

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

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

City Clerk File No	Res. 17-605	 a JERSA
Agenda No.	10.V	 LET PROSPER
Approved:	JUL 1 9 2017	 EMALLE
TITLE:		
		ORPORATE SEP

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value; and

WHEREAS, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

WHEREAS, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction; and

WHEREAS, the City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

- 1. The City is offering to sell one hundred and ten (110) motor vehicles.
- 2. The successful bidder shall be required to pick up the motor vehicles at the City's Department of Public Works facility using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than 5 business days after the sale.
- 3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is either by a company check or cash. No personal checks will be accepted.
- 4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.
- 5. Vehicles will be auctioned individually. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.
- 6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.
- 7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.
- 8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever. (Continued on page 2)

Continuation of Resolution	Pg. #	2
Res. 17-605		

City Clerk File No. Agenda No. 10.V JUL 1 9 2017

TITLE:

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.

10. A list of the motor vehicles to be sold is as follows:

	<u>Year</u>	Make	Type	<u>VIN#</u>	Minimum Bid	
1	2010	HON	4DR	1HGCP2F37AA033497	\$12,669.00	
2	2005	BMW	SUV	5UXFB53515LV10449	\$25,234.60	
3	2002	VW	2DR	9BWDE61J724020051	\$12,380.10	
4	1996	BUI	4DR	2G4WD52K9T1511253	\$12,219.60	
5	1996	TOY	4DR	2T1BB02E4TC141093	\$12,091.20	
6	2003	CHE	2DR	2GCEC19V131204168	\$23,954.00	
7	2002	ACU	4DR	19UUA56612A037662	\$11,738.10	
8	2009	FOR	4DR	2FMDK38CX9BA33221	\$11,641.80	
9	2004	MIT	SUV	4A4MN21S24E042251	\$11,481.30	
10	2001	HON	4DR	2HGES16531H587883	\$11,417.10	
11	2001	HON	4DR	1HGCG16541A005944	\$11,320.80	
12	2002	VOL	4DR	YV1RS58D022115429	\$11,160.30	
13	2002	LEX	4DR	JTJHF10U920254283	\$11,064.00	
14	2004	HYU	2DR	KMHHN65F64U134591	\$11,064.00	
15	2004	VW	4DR	3VWRK69M54M010758	\$10,967.70	
16	2003	GMC	4DR	1GKET16S436122426	\$10,935.60	
17	2007	HON	2DR	2HGFG12827H573617	\$7,854.00	
18	2004	ACU	SUV	2HNYD18664H558372	\$21,514.40	
19	2002	ACU	4DR	JH4KA96582C016444	\$10,389.90	
20	2006	PONTIAC	4DR	1G2ZF55B264288770	\$10,357.80	
21	2003	MIT	2DR	4A3AE45G43E016161	\$10,261.50	
22	1999	LEX	4DR	JT8BF28G7X5062978	\$10,197.30	
23	2003	GMC	4DR	1GKDT13S632269225	\$20,037.80	
24	2003	ACU	4DR	19UUA56603A023513	\$9,298.50	
25	1999	OLD	2DR	1G3NF12E0XC393025	\$9,234.30	
26	1999	BMW	4DR	WBAAM533XXKG08862	\$9,138.00	
27	1999	FOR	4DR	2FMDA5142XBB40648	\$9,138.00	
28	1991	CHE	4DR	1G1BN53EXMW184177	\$9,105.90	
29	1992	HON	4DR	JHMCB7652NC006647	\$9,105.90	
30	2000	HYU	4DR	KMHWF35V6YA200445	\$9,073.80	
31	1993	MB	4DR	WDBGA32E4PA087443	\$9,073.80	
32	2002	LEX	4DR	JTHBF30G320031895	\$8,014.50	
33	2001	FOR	4DR	3FAFP13P81R115148	\$8,431.80	
34	2007	FOR	. 4DR	1FAFP53U77A113052	\$8,399.70	

Continuation of Resolution

City Clerk File No.

Agenda No.

10. V JUL 15

10 V JUL 19 2017

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end	a No.	,	10.V JUL	1 9 2017		
TLE	35	2000	HON	2DR	1HGCG2254YA041140	\$8,271.30
·⊢⊏	36	2005	СНЕ	4DR	1G1ND52F35M116309	\$8,136.60
	37	2000	NIS	4DR	JN1CA31D1YT511145	\$8,271.30
	38	2002	ACU	4DR	19UUA56682A012550	\$8,239.20
	39	2003	MIT	4DR	JA3AJ26E83U081700	\$8,207.10
	40	1996	LEX	4DR	JT8BF12G1T0138298	\$8,142.90
	41	1994	FOR	TRK	1FTHX25GXRKC06069	\$8,142.90
	42	1999	TOY	2DR	2T1CG22P6XC205837	\$8,078.70
	43	2005	PON	4DR	2G2WP522351126886	\$5,440.20
	44	2001	BUI	4DR	1G4HP54K114195720	\$7,950.30
	45	1998	HON	4DR	2HGEJ6672WH551224	\$7,693.50
	46	2006	LEX	4DR	JTHCH96S360011701	\$7,661.40
	47	1995	SUB	4DR	4S3BD6350S7232261	\$7,629.30
	48	1997	NIS	4DR	1N4BU31D7VC123533	\$7,565.10
	49	2000	JEE	4DR	1J4GW58N3YC359776	\$7,565.10
	50	2003	MIT	2DR	4A3AE55H83E057603	\$7,565.10
	51	2007	NIS	4DR	1N4AL21E27N483687	\$7,500.90
	52	2006	CHE	4DR	2G1WB58K469204279	\$7,404.60
	53	2000	BUI	4DR	2G4WS52J8Y1234003	\$7,372.50
	54	1999	MITSUBISHI	SPORT UTIL	JA4MR51R1XJ000573	\$7,372.50
	55	1996	HON	4DR	1HGCD5638TA290228	\$7,372.50
	56	2006	NIS	4DR	1N4AL11D96N310197	\$7,308.30
	57	2002	DOD	4DR	1B3ES46C62D510763	\$7,276.20
	58	1993	HON	2DR	1HGEJ1260PL030829	\$7,244.10
	59	1985	PON	4DR	1G2BT69H7FX208165	\$7,147.80
	60	2002	HON	2DR	1HGCG31752A013119	\$7,147.80
	61	2000	CHR	2DR	4C3AU52N7YE026708	\$7,115 <i>.</i> 70
	62	2001	ACU	4DR	19UUA56641A029165	\$7,083.60
	63	1998	FOR	4DR	1FTZX18W6WNA88369	\$13,553.60
	64	2003	SAT	4DR	5GZCZ33D93S847576	\$6,762.60
	65	1989	FOR	VAN	1FTJE34H1KHC30559	\$13,425.20
	66	2001	FOR	4DR	3FAFP31311R249625	\$6,698.40
	67	2000	FOR	VAN	2FMZA5149YBC35330	\$6,698.40
	68	2001	DOD	4DR	1P3ES46CX1D128958	\$6,698.40
	69	2002	JEE	SUV	1J4GW48S12C331451	\$13,168.40
	70	2000	HON	4DR	2HKRL1871YH612079	\$6,602.10
	71	2003	HON	4DR	2HGES16553H532158	\$6,602.10
	72	2009	KIA	4DR	KNDMB233296317589	\$6,602.10
	73	2004	BUI	4DR	2G4WS52J641316757	\$6,602.10
	74	1997	TOY	4DR	4T1BG22K1VU118441	\$6,602.10
	75	2005	NIS	4DR	3N1CB51DX5L580912	\$6,602.10
	76	2003	HYU	4DR	KMHWF25S93A890846	\$6,216.90
	77	1995	FOR	4DR	2FMDA5141SBA52909	\$6,184.80
	78	2001	NIS	4DR	JN1CA31D51T842476	\$6,152.70
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Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

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 PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4400	ortizh@jcnj.org

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

Contract Purpose

- ☐ The City of Jersey City acquired title to various motor vehicles which were impounded and these vehicles have salvage value.
- ★ The City is offering to sell one hundred and ten (110) motor vehicles.
- ★ The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- ★ N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

Cost (Identify all sources and amounts)	Contract term (include all proposed renewals)
Type of award Auction Resolution	
If "Other Exception", enter type Additional Information	
•	
Certify that all the facts presented herein Signature of Department Director	are accurate.
Signature of Purchasing Director	Date

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RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY UNIFORMED FIRE OFFICERS ASSOCIATION, I.A.F.F. LOCAL 1064, AFL-CIO, CLC.

Initiator

Department/Division	Law Department	Labor & Employment
Name/Title	Jason Watson	First Assistant Corporation Counsel
Phone/email	201-547-4701	jwatson@jcnj.org

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

Resolution Purpose

The Collective Bargaining Agreement between the City of Jersey City Uniformed Fire Officers Association of Jersey City, I.A.FF., Local 1064, AFL-CIO, CLC ("Local 1064") expired on December 31, 2016. After bargaining sessions, the City of Jersey City and Local 1064 have entered into a temporary agreement, which terms are enunciated in the attached Memorandum of Agreement ("MOA"). This resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City of Jersey City, the term of which shall be January be January 1, 2017 through December 31, 2020.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Data

MEMORANDUM OF AGREEMENT

CITY OF JERSEY CITY/IAFF LOCAL 1064

WHEREAS, the City of Jersey City and IAFF Local 1064 are parties to a collective negotiations agreement which expired; and

WHEREAS, the parties negotiated in good faith;

IT IS HEREBY AGREED AS FOLLOWS:

Any language in the contract which expired December 31, 2016 which is not changed by this Memorandum of Agreement shall continue.

- 1. Both negotiating teams agree to recommend ratification by their respective constituency.
- 2. Article 1 Union Recognition amend by deleting "Chief and Chief of Fire Prevention".
- 3. Article 2 Maintenance and Modification of Work Rules. The parties agree to a limited past practice clause, to wit: Past practice may be used by either party for the purposes of interpreting the language of this contract. Past practice shall not be used for the establishment of a term and condition of employment not based upon contractual language.
- 3. Article 2. Maintenance and Modification of Work Rules.

 Paragraph D delete. New Paragraph D: "There shall be no surreptitious recordings of any City employee."
- 4. Article 2. Maintenance and Modification of Work Rules.
 Paragraph E. "The parties shall agree and implement a Social Media Policy."
- 5. Article 2. Maintenance and Modification of Work Rules.
 Paragraph F. "The practice or providing compensatory days for members serving in the Hazmat Unit is eliminated."
- 6. Article 4 Leaves of Absence Add as a new paragraph: "G. In the event that Fire Officers take family leave under the Federal or State law, the Fire Officers shall have the option to use or not use his/her accumulated paid time off."
- 7. Article 4 Leaves of Absence Add as a new paragraph: "H. Any Fire Officer on a leave of absence without pay may continue his/her health benefits in accordance with COBRA."

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- 8. Article 9 Work Week Replace "All other Fire Officers (Detail Personnel) with Staff Fire Officer.
- 9. Article 9 Work Week Delete 72 hour notice; requirement that work schedule lasts 8 weeks.
- 10. Article 9 Work Week Clarify that line Fire Officers get overtime before Staff Fire Officers for line Fire Officers work.
- 11. Article 10 Vacations Vacation shall be drawn by seniority.
- 12. Article 10 Vacations Change vacation blocks from 10 blocks of 4 to 20 blocks of 2 in first period, 5 blocks of 4 to 10 blocks of 2 in second period and 6 blocks of 4 to 12 blocks of 2 in third period.
- 13. Article 10 Vacations Staff Fire Officers shall receive the same number of vacation hours as line Fire Officers.
- 14. Article 10 Vacations If military leave and vacation coincide, the vacation will be rescheduled.
- 15. Article 10 Vacations Upon retirement, Fire Officers shall only be paid for a maximum of 2 years vacation.
- 16. Article 10 Vacations Reduce conversion to 2 summer days. Delete 2 terminal days. Delete conversion of 2 spring days.
- 17. Article 10 Vacations Include right to surrender 50% of vacation for cash (effective 1/1/18).
 - 18. Article 11 Insurance and Benefits Change:
 - A, Hospital language to reflect current plan.
 - B. Out of network 70% of fair health rate.
 - C. Prescription Co-pays
 - (i) Generic \$5

Preferred Brand \$25

Non-Preferred Brand \$35

Mail Order stays at 2x the amount of a 30 day retail supply

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(ii) The three-tier system shall include the National Preferred Formulary and does not cover compound medication unless, upon appeal exercised by the fire officer, it is determined that the compound prescription is medically necessary and there is no other alternative prescription. Human growth hormone (HGH) or similar drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing are excluded from coverage, unless upon appeal exercised by the firefighter, it is determined that to be medically necessary and no alternative prescription is available.

(iii) Quantity management to be implemented

- (iv) Mandatory Generic prior to the implementation of mandatory generic the City will provide each Fire Officer with a list of currently taken brand name drugs that will be subject to mandatory generic. A procedure will be established for those who wish to continue with brand versus generic drugs. Mandatory generic shall be effective 10/1/17, permitting members time to review and submit medical documentation of the medical necessity for other than a generic drug.
- d. The City and the Local shall meet to discuss any and all health insurance issues.
- e. Emergency Room co-pay \$100; doctor visit co-pay \$20; out-of-network deductible \$250 for individual and \$500 for family.
 - f. Eliminate Paragraph E. as duplicative of 12.A. and B.

19. Article 11 - Retirees Benefits

- A. Retirees and those Fire Officers with 20 years of service as of June 28, 2011 shall not contribute to the cost of retiree health benefits.
- B. Fire Officers with 20 years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension.
- C. Future retirees who do not meet the criteria of paragraphs A and B above shall contribute to the cost of retiree health insurance pursuant to Chapter 78.
- D. If an active Fire Officer dies who had 25 years of service, the dependents shall receive retiree health benefits.

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E. In the event that an active Fire Officer dies with less than 25 years of service, the dependents of the Fire Officer shall receive health benefits for 1 year.

20. Article 11 Uniforms

Change to provide 2 sets of protective equipment. Add gear bag and bell cap. Bell caps shall be purchased for newly promoted Captains with the City bearing the cost. Bell caps shall be considered part of the work station uniform.

21. Article 11 Use of personal vehicles

City will provide liability coverage if a Fire Officer is required to use their personal vehicle.

22. Article 11 Legal Advice -Firefighters will be provided with a defense consistent with N.J.S.A. 40A:14-28. The City will pay any civil judgment against the firefighter for compensatory damages only so long as the acts committed by the firefighter upon which the action is based were within the scope of his/her employment and do not constitute actual fraud, malice, willful misconduct or an intentional wrong.

23. Article 12 Injury and Sick Leave

- A. In calculating the 1 year of paid leave while injured, the City shall not include the period of time that the Fire Officer is on light duty.
- B. A Fire Officer will be dispatched to coordinate in the event of injuries to Firefighters or Fire Officers.
- C. If a Fire Officer is on sick leave during a scheduled vacation, the vacation will not be rescheduled.
 - D. Change paragraph E from 6 months to 3 months.
- E. Modify paragraph D: "In accordance with procedures established by General Order 2107-___, the City reserves the right to amend this General Order, Local 1064 reserves the right to grieve if the changes are to terms and conditions of employment."

24. Article 14 - Mutual Exchange of Tours of Duty

- A. Fire Officers can do a mutual for ten, fourteen or twenty-four hours.
 - B. There shall be no limit on the number of mutuals.

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25. Article 17 - Funeral Leave

- A. A Fire Officer may delay the start of bereavement leave due to the delay in burial services.
- B. Add stepchildren, stepparents, stepbrother and stepsister.

26. Article 20 - Holidays

Staff Fire Officers shall earn 4 hours of compensatory time for each month worked in a staff position to be utilized to take time off with pay on the 7 listed holidays.

27. Article 20 - Comp Time

A Fire Officer who is working the 10 hour day tour may request the 14 hour night tour off which will be granted if a slot is available.

Compensatory time will be granted to 1 Deputy Chief, 1 Battalion Chief and 3 Captains by tour. On the following holidays, the number of Captains on compensatory time shall increase to 6. Delete current contract language regarding use of compensatory time during summer vacation. Thanksgiving Day and Night, Easter Day and Night, Christmas Eve, Christmas Day and Night, New Year's Eve, New Year's Day and Night, Labor Day Weekend(Sat/Sun) and Memorial Day Weekend(Sat/Sun).

28. Article 21 - Salaries

The following increases shall be to the top step only.

Effective June 1, 2017 1.5%

Effective January 1, 2018 1.5%

Effective January 1, 2019 1.5%

Effective January 1, 2020 1.95%.

29. Article 21 - Longevity

All Fire Officers who are hired as firefighters after January 1, 2017, shall receive the following longevity.

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10 years \$1,000

15 years \$2,000

20 years \$3,000

25 years \$4,000

30. Article 21 - Hazmat Pay

Any Fire Officer assigned as a Captain of a Hazmat unit shall receive a stipend of \$2,000 payable in November of each year. The Hazmat Coordinator shall also be entitled to the above mentioned stipend.

31. Article 24 - Grievance Procedure

Only the City or Local 1064 can demand arbitration.

32. Article 26 - Terminal Leave

The Fire Officer shall receive a mandatory cash payment upon approval by PFRS of the retirement application of the Fire Officer. All Fire Officers shall receive mandatory cash payment for all unused compensatory time and all unused vacation time when that Fire Officer stops working for the Fire Department.

33. Article 30 - Discipline and Discharge

- a. Change "Director of Fire" to "Director of Public Safety" throughout Article.
- b. Modify paragraph G.2. to state that Formal hearings will be conducted when the penalty sought in the charges preferred against the fire officer is major discipline, and Informal hearings will be conducted when the penalty sought in the charges preferred against the fire officer is minor discipline, consistent with how major and minor discipline are defined by the Civil Service Commission.
- c. Modify paragraph G.5. to state that the written reprimand must be served on the officer within 14 days of the Director receiving notice of the occurrence.

34. Article 31 - City Property

35. Article 33 - Acting Appointments

Revise existing language to reflect practice when filling Acting Battalion Chief and Acting Deputy Chief.

Acting Captain matrix shall be OT/AC/OT/AC/OT/AC

36. Article 35 - Emergency Medical Services

If the City decides to provide basic life support or related transportation for the duration of the fire, the City shall immediately notify the Union of its intent and negotiate the terms and conditions of such added responsibility of Fire Officers.

37. Article 37 - Contract Agreements

The contract will be for the period of January 1, 2017 through December 31, 2020. Upon the expiration of the contract, salary guide steps and longevity steps shall not be paid until a new contract is negotiated.

38. Article 41 - Specialty Licenses and Certifications

CBRNE vessel licenses and costs associated with maintaining said licenses will be paid for by the City.

Emergency Medical Technician certification and recertification costs will be paid for by the City.

CITY OF JERSEY CITY

James R. Shea

Director of Public Safety

LOCAL 1064

Peter Nowak, President Local

Jerome A Cala

Asst. Director of Public Safety

Dated:

Dated: 6/27/17

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RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY,
DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION, TO ENTER INTO
A MEMORANDUM OF AGREEMENT (MOA) WITH THE UNITED STATES COAST GUARD
(USCG)

Initiator

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Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	•

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

Resolution Purpose

- 1. The City of Jersey City, Department of Public Safety, Fire Division to sign an MOA with the United States Coast Guard.
- 2. The MOA will state that the Jersey City Department of Public Safety, Fire Division, will provide aid to the United States Coast Guard during maritime distress incidents.

I certify that all the facts presented herein are accurate.

Signature of Department Director

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MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK AND CITY OF JERSEY CITY FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

- 1. **PARTIES**: The parties to this Memorandum of Agreement (MOA) are the United States Coast Guard (USCG) and The City of Jersey City.
- 2. **AUTHORITY**: This Agreement is authorized under the provisions of:
 - a. United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, May 2000.
 - b. 14 U.S.C. § 141(b) authorizes the USCG to avail itself of state officers as may be helpful in the performance of its duties.
 - c. 14 U.S.C. § 826(a) authorizes the USCG to utilize for any purpose to carry out its functions and duties any motorboat placed at its disposition by any state or political subdivision thereof.
 - d. U.S. Coast Guard Addendum to the United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, COMDTINST M16130.2F.
- 3. <u>PURPOSE</u>: A common goal of the USCG and the City of Jersey City is to ensure the timely and thorough notification of all confirmed maritime distress incidents to all potential response agencies. Due to the increase in popularity of wireless communications in the United States maritime environment, many mariners now use cellular telephones as a primary or secondary means of communication on the water. Although the Coast Guard discourages use of cellular telephones as a primary means of distress alerting, it is expected this problem will persist. In maritime incidents involving vessels, it is probable that distress alerting will be attempted via cellular or landline telephone and that the distress calls will be directed to the 911 emergency response systems.

The general purpose of this Memorandum of Agreement (MOA) is to formalize the Parties' expectations relative to the communication of confirmed maritime distress incidents between the USCG's Sector New York's Command Center (SECNY) and the City of Jersey City. Specifically, this MOA seeks to formalize the mechanism to be used and process to be implemented when a confirmed maritime distress call is received by either SECNY or the Jersey City Fire Department

4. RESPONSIBILITIES:

a. The United States Coast Guard will:

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK AND CITY OF JERSEY CITY

ITY OF JERSEY CITY FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

- 1) Provide annual training to the Jersey City Fire Department on the Other Government Agency Search and Rescue (SAR) Checksheet (Encl.1) to ensure understanding of vital information that should be gathered during any maritime distress call into the City of Jersey City.
- 2) Provide annual training to the Jersey City Fire Department on basic SAR Systems and Organization; Drift Theory; Search Plan Variables; Search Patterns; SAR Communications; On-Scene Coordinator (OSC) Duties; Search and Rescue Unit (SRU) Duties; General SAR Policies; SAR Response Incidents; and Surface and Aviation Resources.
- 3) In the event that the Jersey City Fire Department utilizes the Other Government Agency Search and Rescue (SAR) Checksheet (Encl.1) and sends the information to SECNY, SECNY will acknowledgement receipt through email and/or telephone as described in paragraph 5 below.
- 4) In the event a distress call originates with SECNY, SECNY will notify Jersey City Fire Department as soon as reasonably possible.
- 5) In the event of a confirmed maritime distress case, SECNY may make requests for specific Jersey City Fire Department units and assets through the Jersey City Fire Department.
- 6) SECNY will communicate with the Jersey City Fire Department, as practical, throughout the case when requested including, but not limited to, passing pertinent details about the case, deconflicting and coordinating response actions, and as needed to stop active searching via VHF-FM Channel 22A.

b. The City of Jersey City will:

- 1) Ensure as many Jersey City Fire Department dispatchers, as reasonably possible, attend SECNY's annual training and forward any pertinent information or training to those dispatchers who were unable to attend.
- 2) In the event that an initial maritime distress call originates at the Jersey City Fire Department, the Jersey City Fire Department will follow the Other Government Agency SAR Checksheet (Encl.1) and fill it out to the best of their ability. As soon as reasonably possible, the Jersey City Fire Department will communicate

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK AND CITY OF JERSEY CITY FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

the information to SECNY through email, fax and/or telephone as described in paragraph 5 below.

- 3) In the event SECNY informs the Jersey City Fire Department of a maritime distress case, City of Jersey City will validate the case is within their area of responsibility (AOR) and inform SECNY if outside its AOR. If in their AOR, dispatch assets per SECNY's request as appropriate to the location of a confirmed maritime distress and inform response units to check in with local USCG response unit via VHF-FM Channel 22A.
- 4) Regardless of which agency received the initial call, use the mutual aid code "Coast Guard Assist" versus "Water Rescue" when communicating a possible maritime distress or associated calls via Jersey City Fire Department's electronic system.
- 5) The Jersey City Fire Department will communicate with SECNY, as practical, throughout the case when requested including, but not limited Jersey City Fire Department to, passing pertinent details about the case to include: launch time, on-scene time, target located time, depart time, sortie end time; deconflicting and coordinating response actions; and as needed to stop active searching.

5. **POINTS OF CONTACT**:

U. S. Coast Guard Sector New York (scc) 212 Coast Guard Drive Staten Island, NY 10305 (718) 354-4122 sccnewyork@uscg.mil

Jersey City Fire Department Chief, Steven J. McGill 465 Marin Blvd. Jersey City, N.J. 07302 201-547-4247 SJMcGill@njjcps.org

6. CIVIL LIABILITY AND AGENCY. No agency relationship is created by this MOA. The City of Jersey City officers and employees shall not be deemed Federal officers, agents, or employees of the Federal government, as defined and provided for in Title 5, United States Code, for any purposes. No employee of The City of Jersey City shall be deemed to be a Federal employee for the purposes of any law or regulation administered by the Federal Office of Personnel Management, nor shall any such officer or employee be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK AND CITY OF JERSEY CITY FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

MOA creates any employment status or requires the United States to provide any employment or disability benefits to any City of Jersey City employee.

7. The Jersey City Fire Department understands that a USCG request for assistance does not confer any privileges or immunities to the Jersey City Fire Department or its officers under Federal law. Jersey City Fire Department officers and employees are viewed as assisting the USCG pursuant to their own organic authority under state law or local ordinance. As such, state law or local ordinances shall govern any causes of action, immunities, or remedies based upon the actions of Jersey City Fire Department officers, unless, at the election of the United States, such action is removed to Federal court upon proper motion. However, at its option and with the consent of the individual, the United States may elect to provide representation for Jersey City Fire Department officers and employees when necessary or when, in the judgment of the USCG, such representation is in the best interests of the Federal government. USDOJ is the final authority for making such determinations on behalf of the United States. The Office of the Attorney General of the State of New Jersey is the final authority for making such determinations on behalf of the State of New Jersey. During the pendency of any federal representation determination, Jersey City Fire Department officers and employees may be afforded representation by the New Jersey Office f the Attorney General or other counsel, at their discretion. Such representation by the New Jersey Office of the Attorney General or other counsel shall not prejudice the Federal government's determination as to whether federal representation is appropriate and will be offered.

In keeping with 31 U.S.C. § 1341, the USCG does not agree to indemnify the City of Jersey City, its officers, or its employees for any matter arising out of activities related to this MOA.

- 8. **CONFLICT OF LAW:** Nothing in this MOA is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security or the participating agencies. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.
- 9. **EFFECTIVE DATE**: The terms of this MOA will become effective upon execution of this memorandum and should be reviewed, revised if necessary, and renewed on an annual basis.
- 10. **MODIFICATION**: This MOA may be modified upon the mutual written consent of the parties.

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK AND

CITY OF JERSEY CITY FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

11. **TERMINATION**: The terms of this MOA, as modified with the consent of both parties, will remain in effect for two years from date of signature. Either party, upon 30 days written notice to the other party, may terminate this agreement.

CITY OF JERSEY CIT	Y		
Robert Kakoleski			
Business Administrator Date:			
UNITED STATES OF A			
		SECURITY	
UNITED STATES OF A DEPARTMENT OF HOU.S. COAST GUARD Michael H. Day	MELAND S	SECURITY	
UNITED STATES OF A DEPARTMENT OF HO U.S. COAST GUARD	MELAND S	SECURITY	

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

City Clerk File No	Res. 17-608				ERC	
Agenda No	10.Y					7
Approved:	JUL 1 9 2017				1414	
TITLE:				0		
				Corro	RATE SED	

RESOLUTION AUTHORIZING AN AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET. SEQ. PERMITTING THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS FACILITY

COUNCIL

offered and moved adoption of the

following resolution:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a school district to provide services performed by a municipality; and

WHEREAS, the Board of Education of the School District of Jersey City (School District) desires to fuel its motor vehicles at the City of Jersey City (City) Department of Public Works Facility; and

WHEREAS, the School District agrees to pay the City at cost plus a 5% of cost administrative fee; and

WHEREAS, the City and the School District desire to memorialize this agreement to provide these services;

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

- 1. The Mayor or Business Administrator is hereby authorized to execute an agreement with the Board of Education of the School District of Jersey City relating to the fueling of its motor vehicles at the City's Public Works Facility subject to' the following minimum terms and conditions:
 - A. The term of the Agreement shall be for three (3) years effective as of October 9, 2017 and ending on October 8, 2020.
 - B. The School District agrees to reimburse the City for the fuel dispensed to its vehicles at the cost to the City plus a 5% of cost administrative fee.
- 2. The agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems necessary or appropriate.

Continuation of Reso	lution	
City Clerk File No.	Res.	17-608
Agenda No	10.Y	JUL 1 9 2017
TITLE:		

RESOLUTION AUTHORIZING AN AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET. SEQ. PERMITTING THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS FACILITY

Pg.# _

- 3. A copy of the agreement shall be available for public inspection at the office of the City Clerk.
- 4. A copy of the agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

APPROVED:		- (/	Adminis	Eugenau Jose Variator	7	<u> </u>	AS T	Corporation Counsel			R.B.
			,		Not F	Require	ed	APPROVED	9-0		
			RECO	RD OF COUNCIL V	OTE C	N FIN	AL PA	SSAGE 7-19	.17		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	V			YUN	1			RIVERA	1		
GADSDEN	1			OSBORNE	1/			WATTERMAN	1		

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

BOGGIANO

✓ Indicates Vote

ROBINSON

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, Cjty/Clerk

N.V.-Not Voting (Abstain)

LAVARRO, PRES

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 PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET. SEQ. PERMITTING THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS FACILITY

Project Manager		
Department/Division	1 Administration	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@JCNJ.ORG
Note: Project Manag	er must be available by phone durin	ng agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.
		or vehicles from the Board of Education. rd of Education on a quarterly basis.
Cost (Identify all so	urces and amounts)	Contract term (include all proposed renew
None		The term of the agreement is three years
		from Oct. 9, 2017 – Oct. 8, 2020.
Type of award		
If "Other Exception	", enter type	
Additional Informa	ion	
	•	
Gertify that all the		ccurate, 06/21/17. Date
Signature of Purcha	sing Director	Date

SHARED SERVICES AGREEMENT TO OBTAIN FUEL AT THE DEPARTMENT OF PUBLIC WORKS FACILITY

This Agreement dated as of the	day of	, 2017,	by and	between
the CITY OF JERSEY CITY (CITY), a	a Municipal	Corporation of th	ie State	of New
Jersey, having offices at City Hall, 280	Grove Street	, Jersey City, NJ	07302,	and the
BOARD OF EDUCATION OF THE SCI	HOOL DIST	RICT OF JERSE	Y CITY	(School
District), an agency of the State of New	Jersey, with	offices at 346 Cla	remont	Avenue,
Jersey City, NJ.				•

WITNESSETH:

WHEREAS, the City and School District desire to enter into this Agreement wherein the City will permit School District to fuel its motor vehicles at the City's Department of Public Works Facility; and

WHEREAS, School District will reimburse the City for the cost of the fuel it obtains at the Public Works Facility;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for the City to permit the School District to obtain gasoline and diesel fuel for its vehicles at the City's Public Works facility located 13–15 Linden Avenue East, Jersey City 07305.

ARTICLE II Contract Term

This Agreement is effective as of October 9, 2017 and shall expire three (3) years later on October 8, 2020.

ARTICLE III Terms and Conditions

- 1. Gas or diesel fuel may be obtained at any time, excepting that the drivers or passengers of School District vehicles may not pump their own gas. If the City's pumps are unattended, School District vehicle must wait for the City attendant.
 - 2. If the City determines to eliminate gasoline and diesel fuel pumps from its

Public Works Facility, the City may terminate this Agreement in accordance with the provisions of Article V.

- 3. All School District vehicles obtaining fuel at the City's Public Works Facility shall have automobile liability coverage in an amount to be determined by the City's Risk Manager.
- 4. School District shall have Workmen's Compensation insurance coverage for all operators of vehicles obtaining fuel at the Public Works Facility.

ARTICLE IV Compensation and Payment

1. Reimbursement will be made to the City at the actual cost to the City for the fuel (gasoline and diesel), plus a 5% of cost administration fee. The payments shall be paid on a quarterly basis. Payments shall be due on the first day of the month following the end of a calendar quarter.

ARTICLE V Termination

The City may terminate this Agreement at its convenience by providing 30 days' prior written notice of its intent to terminate by certified mail, return receipt requested.

ARTICLE VI Assignment

Neither party to this Agreement shall make an assignment or transfer this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE VII Amendments

The parties hereto reserve the right subject to mutual assent to amend the terms and conditions as herein contained, is as necessary and is evidenced by a written formally executed addendum to the Agreement.

ARTICLE VIII Entire Agreement

This Agreement constitutes the entire agreement between the City and School District. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than 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 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 X Notice

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

City Business Administrator City Hall, 280 Grove Street Jersey City, NJ 07302 School District Business Administrator 346 Claremont Avenue Jersey City, NJ 07305 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CIT	Y OF JERSEY CITY	STATE OPERATED SCHOOL DISTRICT OF JERSEY CITY
Ву:		Ву:
	Robert Kakoleski Business Administrator	Dr. Marcia V. Lyles State District Superintendent
Witn	ness:	Witness:
Ву:	· · ·	By:
	Robert Byrne City Clerk	

SM 6/12/17

				J	9	, – –	sey City,			
City Clerk File No	Res.	17-6	09				2	() I	RS	
Agenda No.	10.2						(5.1)		ZEI SEE	
Approved:							(EEC)	The same of the sa		
TITLE:							(OF OR	ATE S	
EXECUTE A	DISCH	ARGE	ZING THE I OF MORTG OT 65 F/K/A BL	AGE A	FFE	CTING	NISTRATOR T G 66.5 BELMOI 4.A	ro NT		
COUNCIL		offere	d and moved ad	option o	of the	follow	ing resolution:			
WHEREAS, of favor of the Cimade under the	ty of Jerse	y City	(City) to secure	on (Bor the City	rower) 's loar	execu to he	uted a Mortgage ar r in the amount of	nd Not \$6,000	e in 0.00	
WHEREAS, 1 Hudson Count				ok 8425	at Paş	ge 087	of the Register of	Deeds	for	
WHEREAS, shall be forgiv	the Mortg en in its er	age pro ntirety;	ovides that upon and	conclu	sion o	f the t	five year term the	Mortg	age	
WHEREAS, 65, f/k/a Block				own as	66.5 B	Belmor	nt Avenue, Block	16803,	Lot	
WHEREAS, of Mortgage to	the five ye remove t	ar tem he mor	n has expired an tgage from the p	d so the	City i	is obli	gated to execute a	Discha	arge	
execute a Dis	charge of	Mortg	RESOLVED, age in the sum, Lot 65, f/k/a Bl	of \$6,0	00.00	affect	dministrator is auting property locat	thorize ed at (d to 66.5	
JL/he 7/12/17										
APPROVED:		_ /	<i>,</i>	APPE	ROVED) AS T	O LEGAL FORM			
	Andrews Control of the Control of th)//L	22				·			
APPROVED:	Business	ministr	ator				Corporation Counsel			
				/						
		1		Coloris	Soction	Doggi	red D			
)		Certi	īcation	Requi	ired 🗆			
)			ication Require		ired APPROVED	9-0		-
	2) ECORI	O OF COUNCIL	Not F	Require	ed	□ APPROVED SSAGE 7.19	.17		
COUNCILPERSON A	2	ECORI N.V.	COUNCILPERSON	Not F	Require	ed	APPROVED SSAGE 7.19 COUNCILPERSON	- P	NAY	N.V.
COUNCILPERSON A GAJEWSKI	R		COUNCILPERSON YUN	Not F	Require	d AL PA	APPROVED SSAGE 7.19 COUNCILPERSON RIVERA	.17	NAY	N.V.
COUNCILPERSON A	R		COUNCILPERSON	Not F	Require	d AL PA	APPROVED SSAGE 7.19 COUNCILPERSON	.17	NAY	N.V.

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

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

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 real property located at: 66 ½ Belmont Avenue, Jersey City, NJ 07304

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:									
Property Address: 66 1/2 Belmont Avenue, Jersey City, NJ 07304									
Flock: 1919 Lot: 64.A									
HORP/SHRP Mortgage Amount: \$6,000.00									
Execution Date of HORP/SHRP Mortgage: October 3, 2001 Recording Date of HORP/SHRP Mortgage: November 8, 2001 Book: 8425 Page: 087									
Basis for Discharge of Mortgage:									
X Maturity of HORP/SHRP Mortgage: October 3, 2006 Maturity Date									
Satisfaction of HORP/SHRP Mortgage: Payoff Amount Date Payoff Received									

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

City Clerk File No.	Res.17-610	E JERSE
Agenda No.	10.Z.1	The state of the s
	JUL 1 9 2017	
TITLE:		CORPORATE SELT
EXE SAD	CUTE A DISCH	RIZING THE BUSINESS ADMINISTRATOR TO CARGE OF MORTGAGE AFFECTING 1 C, A/K/A BLOCK 11501, LOT 29, F/K/A BLOCK
COUNCIL		offered and moved adoption of the following resolution:
favor of the	e City of Jersey City	Iris M. Rosario (Borrower) executed a Note and Mortgage in (City) to secure the City's loan to her in the amount of Owner Rehabilitation Program (HORP); and
	S the Second Mortgage Judson County on Marc	was recorded in Book 17505 at Page 00925 of the Register of h 25, 2010; and
	S, the loan self-amortized does not sell the proper	es over five (5) years provided the homeowner resides in the erty; and
		s property known as 1 Saddlewood Court, Jersey City, also a Block 208, Lot 54; and
		l its maturity date on March 25, 2015 and the City is obligated to remove the mortgage from the public record.
execute a D	ischarge of Mortgage ir	ESOLVED, that the Business Administrator is authorized to a the sum of \$20,900.00 affecting 1 Saddlewood Court, Jersey Lot 29, f/k/a Block 208, Lot 54.
JML/he 6/28/17		
	1	
	/ 6	APPROVED AS TO LEGAL FORM
APPROVED:		
	Buşiness Administrator	Corporation Counsel
APPROVED: APPROVED:	Business Administrator	Corporation Counsel Certification Required

									, .		
		F	RECOR	D OF COUNCIL V	OTE C	N FIN	IAL PA	SSAGE 7.19	1.17		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN	1			RIVERA	/		
GADSDEN	1/			OSBORNE	1			WATTERMAN			
BOGGIANO	1			ROBINSON	1			LAVARRO, PRES	1/		
✓ Indicates Vote									V.VNot	Votina (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 real property located at: 1 Saddlewood Court, Jersey City, NJ 07302

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose
Discharge of HORP/SHRP Mortgage affecting real property located at:
Property Address: 1 Saddlewood Court, Jersey City, NJ 07302
Block: <u>208</u> Lot: <u>54</u>
HORP/SHRP Mortgage Amount: \$20,900.00
Execution Date of HORP/SHRP Mortgage: March 25, 2010
Recording Date of HORP/SHRP Mortgage: March 25, 2010 Book: 17505 Page: 925
Basis for Discharge of Mortgage:
X Maturity of HORP/SHRP Mortgage: March 25, 2015 Maturity Date
Satisfaction of HORP/SHRP Mortgage: Payoff Amount Date Payoff Received

I certify that all the facts presented her	zin are accurate.
Signature of Department Director	Date

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

City Clerk File No	Res. 17-611	 -	-	TERSEN
Agenda No.	10.Z.2			A CITY OFFICE OF
Approved:	JUL 1 9 2017			E DELLE
TITLE:				OR PORATE SHA

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 86A VIRGINIA AVENUE, A/K/A BLOCK 21101, LOT 56, F/K/A BLOCK 1978, LOT 42

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on August 22, 2001, Vance and Loretta Miller (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 8336 at Page 00061 of the Register of Deeds for Hudson County on October 1, 2001; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 86A Virginia Avenue, Jersey City, also known as Block 21101, Lot 56, f/k/a Block 1978, Lot 42; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 86A Virginia Avenue, Jersey City, also known as Block 21101, Lot 56, f/k/a Block 1978, Lot 42.

JML/he 07/07/17

APPROVED: _		APPROVED AS TO LE	GAL FORM
APPROVED:			No. 100-100-100-100-100-100-100-100-100-100
74 11(47==1	Business Administrator	Co	rporation Counsel
		Certification Required	
		No.4 Downstoned	П

Not Required ☐ APPROVED 9-0

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COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN	1			RIVERA	1		
GADSDEN	1			OSBORNE	/			WATTERMAN	/		
BOGGIANO	17			ROBINSON	1			LAVARRO, PRES	1		
/ Indicator Vote		-							N.VNot	Vofina ((Abstain)

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

Rolarido R. Lavarro, Jr., President of Council Robert Byrn

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 real property located at: 86 A Virginia Avenue, Jersey City, NJ 07304

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property	located at:							
Property Address: 86 A Virginia Avenue, Jersey City, NJ 07304	<u> </u>							
Block: <u>1978</u> Lot: <u>42</u>								
HORP/SHRP Mortgage Amount: \$6,000.00								
Execution Date of HORP/SHRP Mortgage: August 22, 2001_								
Recording Date of HORP/SHRP Mortgage: October 01, 2001	Book: <u>8336</u> Page: <u>061</u>							
Basis for Discharge of Mortgage:								
X Maturity of HORP/SHRP Mortgage: August 22, 2006 Maturity Date	5							
Satisfaction of HORP/SHRP Mortgage: Payoff Amount	Date Payoff Received							

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

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City Clerk File No	Res. 17-612			E JERS	
Agenda No.	10.Z.3			O FEMSER PROSTE	
Approved:	JUL 1 9 2017			Maittan	
TITLE:					//
				PORATE ST	

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 164 VIRGINIA AVENUE, A/K/A BLOCK 21001, LOT 36, F/K/A BLOCK 1792, LOT 13.A

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on May 25, 2007, Norma Beckman (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$14,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16097 at Page 00193 of the Register of Deeds for Hudson County on July 26, 2007; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 164 Virginia Avenue, Jersey City, also known as Block 21001, Lot 36, f/k/a Block 1792, Lot 13.A; and

WHEREAS, the Mortgage reached its maturity date on May 25, 2017 and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$14,000.00 affecting 164 Virginia Avenue, Jersey City, also known as Block 21001, Lot 36, f/k/a Block 1792, Lot 13.A.

JML/he 6/28/17

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 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N,V.
GAJEWSKI	1			YUN	1			RIVERA	1		
GADSDEN	1			OSBORNE	1			WATTERMAN	1		
BOGGIANO	1			ROBINSON	1			LAVARRO, PRES	1		
✓ 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 real property located at: 164 Virginia Avenue

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Disch	arge of HORP/SHRP Mortgage affecting real property located at:
Proper	ty Address: 164 Virginia Avenue
Block	: <u>1792</u> Lot: <u>113.A</u>
HORF	P/SHRP Mortgage Amount: \$14,000.00
Execu	tion Date of HORP/SHRP Mortgage: May 25, 2007
Recor	ding Date of HORP/SHRP Mortgage: July 26, 2007 Book: 16097 Page: 00193
Basis	for Discharge of Mortgage:
<u>X</u> _	Maturity of HORP/SHRP Mortgage: May 25, 2017 Maturity Date
	Satisfaction of HORP/SHRP Mortgage: Payoff Amount Date Payoff Received

I certify that all the facts presented herein	are accurate.
(Liet a X	
Signature of Department Director	Date

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

City Clerk File No	Res. 17-613
Agenda No.	10.7.4
Approved:	JUL 1 9 2017
TITLE:	



RESOLUTION AUTHORIZING THE AWARD OF A COMPETATIVELY BID CONTRACT TO MULTIMEDIA SOLUTIONS CORPORATION TO DEVELOP THE #HEALTHIERJC WEBSITE

WHEREAS, the City of Jersey City's ("City") Department of Health and Human Services ("Department") wishes to develop a #HealthierJC website; and

WHEREAS, Resolution 17.086, approved by the Municipal Council on February 8, 2017, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for website development; and

WHEREAS, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Limit Pay-to-Play Law, N.J.S.A 19:44A-20.4 et seq.; and

WHEREAS, a Request for Proposals for website development was advertised; and

WHEREAS, the City received proposals from eight vendors; and

WHEREAS, a committee appointed by the Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to Multimedia Solutions Corporation located at 935 River Road Edgewater, NJ 07020; and

WHEREAS, Multimedia Solutions Corporation will develop and maintain a comprehensive website for #HealthierJC for a total contract amount of \$65,000.00; and

WHEREAS, funds in the amount of \$18,500 are available in Account No. 02-213-40-554-312;

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

- 1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to develop a #HealthierJC website is awarded to Multimedia Solutions Corporation;
- 2. The total contract amount is \$65,000.00 and the contract term is six (6) months. The City shall have options to renew the contract for up to three (3) additional one (1) year terms and the total contract amount for each renewal is \$31,188.00;
- 3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
- 4. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;
- The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;

Continuation of Re	eolution							i	⊃g. #	2
Continuation of ReCity Clerk File No.	R	es.	17-6	13						
City Clerk File No. Agenda No.	· 1	0.Z.	4 J	UL 1 9 2017						
TITLE:										
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				JTHORIZING TH LY BID CONTRA						
				RPORATION TO					•	
	WEBS	ITE								
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			o the av	vailability and appro	opriatio	on of f	unds ii	n the 2017 permane	nt budg	et;
	and	II.								
7.	Th	e awa	ard of	this contract shall	be su	ıbject	to the	condition that M	Iultime	dia
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	RECORD OF COUNCIL VOTE ON FINAL PASSAGE /-19-1/										
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
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BOGGIANO	1		_	ROBINSON	1			LAVARRO, PRES.	1		
/ Indianton Vota				<u> </u>			•		N.VNot	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

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 COMPETATIVELY BID CONTRACT TO MULTIMEDIA SOLUTIONS CORPORATION TO DEVELOP THE #HEALTHIERJC WEBSITE Initiator Department/Division | Health and Human Services Director's Office Director Stacey Flanagan Name/Title sflanagan@jcnj.org 201-547-6800 Phone/email Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.) Resolution Purpose Jersey City Health and Human Services wishes to develop a website for #HealthierJC. The committee has selected Multimedia Solutions Corporation to perform website development and maintenance. Contract term (include all proposed renewals) Cost (identify all sources and amounts) term of six (6) months with options to total contract amount of \$65,000; renew for three (3) additional one (1) year Type of award If "Other Exception, enter type

I certify	that all t	he fa	ets p	resente	d herein ar	e accurate.
1/1) 0	170	,	0.	C -	,

1 for Director Stacey flanagan 6/23/17
of Department Director Signature of Department Director

Additional Information

<u>STATEMENT OF OWNERSHIP DISCLOSURE</u> <u>N.J.S.A.</u> 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

	e of Organization: MUlhite	ledia Solutions							
Orga		RRD ElgeWATER, NJ 07020							
		s the type of business organization:							
□s	ole Proprietorship (skip Parts II and	d III, execute certification in Part IV)							
120		and III, execute certification in Part IV)							
	For-Profit Corporation (any type)								
Personal		rship Limited Liability Partnership (LLP)							
По	ther (be specific):								
Part	TT .								
F-11.2	_								
	own 10 percent or more of its sto who own a 10 percent or greater	nes and addresses of all stockholders in the corporation who took, of any class, or of all individual partners in the partnersher interest therein, or of all members in the limited liability tor greater interest therein, as the case may be. (COMPLET) (CTION)							
	OR								
	individual partner in the partners	pration owns 10 percent or more of its stock, of any class, or r ship owns a 10 percent or greater interest therein, or no ompany owns a 10 percent or greater interest therein, as the	no						
	case may be. (SKIP TO PART I								
(Pleas		IV)							
	case may be. (SKIP TO PART I	e is needed):							
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Nam	case may be. (SKIP TO PART I se allach additional sheets if more space of Individual or Business Entity - Yi Ug ZALEON	IV) e is needed): Home Address (for Individuals) or Business Address 935 River Rd Edgewater, NT 07030							
Nam	case may be. (SKIP TO PART I se allach additional sheets if more space of Individual or Business Entity - Yi Ug ZALEON	IV) e is needed): Home Address (for Individuals) or Business Address							
Nam	case may be. (SKIP TO PART I se allach additional sheets if more space of Individual or Business Entity - Yi Ug ZALEON	IV) e is needed): Home Address (for Individuals) or Business Address 935 River Rd Edgewater, NT 07030							

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filling, ownership disclosure can be met by providing links to the website(s) containing the last annual filling(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filling(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign aguivalent) filing	Page #'s
	-

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address		
Yu-ying Zaleon	935 River Rd EdgeWATER, NT 07000		
Steven M. Zaleon	937 River RD-EdgeWATER, DT 07020		

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Stevent ZAleon	Title:	CEO
Signature:	The Market	Date:	4/21/17
			•

	CITY O	F JERSEY CITY, NEW JERSEY 07307
	DISCLOS	BURE OF INVESTMENT ACTIVITIES IN IRAN
OMP	any name:	
-	BIDDERS <u>MUST</u> FAILURE TO CHECK ONE OF 1	PART 1: CERTIFICATION COMPLETE PART 1 BY CHECKING <u>EITHER BOX</u> . THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.
contra subside in tran must mon-r inv lav	uct must complete the certification below to derice, or affiliates, is identified on the Depa n. The Chapter 25 list is found on the Divi- review his list prior to completing the belomenants. If the Division of finite a passes of	or entity that submits a bid or proposal or otherwise proposes to enter into or renew of attest, under penalty of perjusy, that natifier the person or entity, nor any of its parents attment of Treasury's Chapter 25 tist as a person or entity engaging in investment activities islon's website at http://www.state.nl.us/neasury/purchase/additichanter251.lst.pdf ; Bidder ow certification. Fallure to complete the certification will render a bidder's proposar entity to be in violation of law, sine shall take action as may be appropriate and provide to, imposing senctions, seaking compliance, recovering damages, declaring the party in the party.
EAS	IE CHECK THE APPROPRIATE BOX:	
$ \sqrt{} $	subsidiaries, or affiliates is <u>listed</u> on the	12, c. 25, that neither the bidder listed above nor any of the bidder's parent e N.J. Department of the Treesury's list of entities determined to be engaged in prohibite 26 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an office and am authorized to make this certification on its behalf. I will skip Part 2 and algn an
	the Department's Chapter 25 list. I will	e the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed of provide a detailed, accurate and precise description of the activities in Part 2 belo on below. Fellure to provide such will result in the proposal being rendared as not and/or sanctions will be assessed as provided by law.
	You must provide a detail of the bidding person/ent	HER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN ed, accurate and precise description of the activities tity, or one of its parents, subsidiaries or afiliates, at activities in Iran outlined above by completing the
Ne	· em	Relationship to Bidder/Offeror
De	ecription of Activities	
	indien of Engagement	Anticipated Cessation Date
Bit	dder/Offeror Contact Name	Contact Phone Number
سيسما		general transfer of the second

Certification: I, being duly swom upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my innewledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-references person of unity. I subsociately that it has State of New Jensey is relying on the information contained herein and thereby acknowledge that I am under a continuing of the state to this certification through the completion of any contracts with the State to notify the State in writing of any changes to the conserver of information contained herein. I acknowledge that I am expressed that I is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(a) with the State of New Jensey and that the State at its option may declare any contract(a) restling from this certification void and unantercoscible.

Full Name (Print):	Steven	M. Zaleon	Signature	MuM Bat	<u> </u>
Title:	CEO	,	Date:	6/29/19	1
				Y	

(REVISED 4/13)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

p. 35

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.ni.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 falls 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): £2\colored \text{P} \ Mark \text{No.} \ \text{P} \ Representative's Signature: \frac{\text{Ellass}}{\text{No.}} \ \text{Most of Company:} \ \text{No.} \text{His Missing} \ \text{No.} \ \text{Policy of Policy ## APPENDIX A AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

ertevance procedure. If any section of sectional function of the ADA which has been brought pursuant to six grievance procedure, the contractor shall entisty and discharge the same at its own expense.
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The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with Arli 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 expeditionally 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, project, and save hamiless 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.

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Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name:	Multimelia !	<u> </u>	LNI	2/10/20	747	
Address :	935 River			•		07370
Telephone No. :	201-969-	•	•			
Contact Name:	Ed Moskou	n:tz				
Piease check applicab	le category :	/				•
Minority Own	ed Business (MBE)	+	•	r& Womai s(MWBE)		
Woman Own	ed 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.

Asiau: 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

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

Minority/Woman Business Enterprise (MWBE Questionnaire for Bidders

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

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

Business Name:	Multiredu Sol	whim Companies	••
Address:	. 935 River N	6. Elsevila N:	J:07020:
Telephone No. :	201-969-0	161 x . 235	
Contact Name:	. El Markowt	· 2	
· . Please check applic	cable category:		
Minority	Owned Business (MBE)	Minority& W Business (M	Voman Owned WBE)
)wned business (WBE)	Neither	•
Definitions Minority Business En	nterprise		
Minority Business Bau 51% of which is owned Indian or Alaskau nath	erprise means a business which is d and controlled by persons who a ve, defined as follows:	a sole proprietorship, partners re African American, Hispanic	hîp or corporation at least- ; Asian American, Americ
African Amei	rican: a person having origins i	u any of the plack taciej Bronb	s of Africa
Hispanic:	a person of Mexican, Puerto Ricar	, Central or South American (or other non-European Spa

culture or origin regardless of race.

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Form Duplicate Cert. Rev. 3/10





STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

Important-failure to properly complete the entire form and submit the required \$75.00 fee (Non-refundable)

May delay issuance of your dufficate certificate of employee infoemation report.

	•	SECTION A - COMPANY IDE	NTIFICATION	•
l fil holorson	TALBECURITY . 1	ASSIGNED CERTIFICATION NUMBER	issue date	expiration date
	[•		
-	<u></u>			<u> </u>
M W H	medio Tol	Aur Corp	•	-
935 K	ive RD El	grante NJ 0	55.20	ZIP CODE
S. REASON FOR RE	EQUEST OF DUPLICATE CEE		·	.) .
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• •		: New 1	I time.	romest
		SECTION B-SIGNATURE AND IDENTIFICAT		
Edwa	d Moskow	To Committee	EVP	DATE MO DAY YEAR 4 17
7. ADDRESS NO. 8	STREET CITY	COUNTY 51X	re . Zip code 2801	r (area code, no. extension
Lendifu that the	Information on this Form	İstrue and cornet		4
	surplimated pur curi f with	SECTION C-OFFICIAL USE DIVLY		
RECEIVED DATE		CHVISION OF REVENUE DLN 91	•	

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership."

TIEM 2 - Enler the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (If evallable).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company, include Oily, County, State and Zip Code,

MEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6-Print or type the name of the person completing the form, include the signature, Bile and date.

ITEM 7 - Enlarthe physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF STEAD ON NORM-Refered beat payable to "The Treasures, State of New Jersey". To:

'NJ Department of the Treasury
- Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

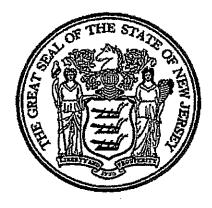
PLEASE ALLOW 19 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTHICATE

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STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY FILING CERTIFICATION (CERTIFIED COPY)

MULTIMEDIA SOLUTIONS CORP. 0100535072

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department a Certificate of Incorporation on November 23rd, 1992 and that the attached is a true copy of this document as the same is taken from and compared with the original(s) filed in this office and now remaining on file and of record.



Certificate Number: 120800238

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 21st day of June, 2011

D. ~. ~)

Andrew P Sidamon-Eristoff
State Treasurer

Certification 31872

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to cartify that the contractor listed below has submitted an Employee Information Report pursuant to Inis is to ceruly that the contractor issee belowing submitted as approved said report. This approval will remain in 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 15-031-2017

MULTIMEDIA SOLUTIONS CORPOR

935 RIVER ROAD

EDGEWATER

ил 0702

FORD M. SCUDDER State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

MULTIMEDIA SOLUTIONS CORP

Trade Name:

Address:

935 RIVER ROAD

EDGEWATER, NJ 07020-2234

Certificate Number:

0601571

Effective Date:

May 10, 1993

Date of Issuance:

June 29, 2017

For Office Use Only:

20170629175501523

AGREEMENT

AGREEMENT made this ____ day of ______, 2017 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and MULTIMEDIA SOLUTIONS CORPORATION ("Multimedia" or "Contractor"), 935 River Road, Edgewater, New Jersey 07020

WHEREAS, the City's Department of Health and Human Services ("Department") wishes to develop a #HealthierJC website; and

WHEREAS, Resolution 17.086, approved by the Municipal Council on February 8, 2017, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for website development; and

WHEREAS, a Request for Proposals for website development was advertised and the City received proposals from eight vendors; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to Multimedia; and

WHEREAS, Resolution approved on authorized this Agreement between the City and Multimedia.

,2017

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City with website development services for the Department.

ARTICLE II Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents are

intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.

- 2. The contract term is six (6) months effective as of the execution date of this Agreement by City Officials. The City shall have options to renew the contract for up to three (3) additional one (1) year terms. The cost of each renewal is \$31,188.00.
- 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 Contractor. Any modifications which increase the compensation of the Contractor shall require the prior authorization of the City.

ARTICLE III Contractual Relationship

- 1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
- 2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV_ Compensation and Payment

In exchange for performing the services described in Article II herein, the Contractor shall receive a total contract amount not to exceed \$65,000.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Division. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor 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. Contractor shall purchase and maintain the following insurance during the terms of this Contract:
- A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages covering as insured Contractor with not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.
- B. Professional Liability Insurance: covering as insured the Contractor with not less than two million dollars (\$2,000,000). Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.
- C. Automobile Liability Coverage: covering as insured Contractor 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: New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000
- E. Error and Omissions Liability in the amount of \$2,000,000 per occurrence and in aggregate.
- 2. Contractor 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.

Contractor shall furnish the City certificates of insurance upon execution of this Agreement.

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 term of the contract.

ARTICLE VI Termination

This Agreement may be terminated by the City pursuant to the provisions set forth in Section 10.9 of the RFP.

ARTICLE VII Indemnity

1. Contractor agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents. Should Contractor retain any subcontractors, such subcontractors shall also agree to the aforementioned indemnification language.

ARTICLE VIII Entire Agreement

- 1. This Agreement constitutes the entire agreement among the Cities and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
- 2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE IX Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE X Notice

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

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

ARTICLE XI Compliance with Affirmative Action Plan

- (a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- (b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:
- 1. A supplemental Affirmative Action Agreement pursuant to <u>N.J.S.A.</u> 10:5-31 <u>et seq.</u> (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.
- 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00.

ARTICLE XII 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.) of 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 XIII City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

ARTICLE XIV Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of this Agreement after the expenditure of funds encumbered in the 2017 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year budget.

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

Attest:	City of Jersey City		
Robert Byrne, City Clerk	Robert Kakoleski, Acting Business Administrator		
Attest:	Multimedia Solutions Corporation		
RR 6-28-17			

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

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City Clerk File No	Res. 17-614			IERS
Agenda No	10.Z.5			O TERSET PROSPER
Approved:	JUL 1 9 2017			EVERTE
TITLE:				
				OR PORTURE STATE

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN SHARE OUR STRENGTH (SOS) AND THE CITY OF JERSEY CITY, DEPARTMENT OF HEALTH AND HUMAN SERVICES, REGARDING THE COOKING MATTERS PROGRAM

COUNCIL AS A WHOLE OFFERED AND MOVED ON THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City Department of Health and Human Services ("the Department') operates nutrition programs for senior citizens, school-aged children, expectant mothers, and new mothers with young children to ensure proper nutrition among various populations living within Jersey City; and

WHEREAS, there exists a need to address issues associated with proper nutrition, diet and eating habits among lower income families and residents in Jersey City; and

WHEREAS, a disproportionate number of those families do not enjoy proper nutrition and eating habits which have historically been a source of illness and other associated health and social problems; and

WHEREAS, this program perfectly fulfills one of five promises, a healthy start, which can lead to long term benefits like better attendance in school and higher graduation rates; and

WHEREAS, SOS seeks to empower families and caregivers of low income children to purchase and prepare healthy food on a budget through Cooking Matters; and

WHEREAS, SOS will continue to make available the Cooking Matters program and curriculum to the Department from July 1, 2017 through June 30, 2018.

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

1) The City is authorized to run the Share Our Strength Cooking Matters Program through the Department of Health and Human Services as per the attached agreement.

2)	Subject to such modifications as may be deemed necessary or appropriate by Corporation
	Counsel, the Mayor or Business Administrator is authorized to execute Agreement, and
/	any other documents necessary to effectuate the purpose of this resolution.
. >	ADDROVED AS TO LECAL FORM

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7 19 17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN				RIVERA	/		
GADSDEN	1			OSBORNE	1			WATTERMAN	20		
BOGGIANO	V			ROBINSON	v/			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.

lando 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 AN AGREEMENT BETWEEN SHARE OUR STRENGTH (SOS) AND THE CITY OF JERSEY CITY, DEPARTMENT OF HEALTH AND HUMAN SERVICES, REGARDING THE COOKING MATTERS PROGRAM

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Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

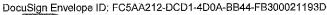
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Authorizing Jersey City Department of Health and Human Services to partner with Share Our Strengths to offer a healthy eating course to residents through the cooking matters program.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date





Share Our Strength's Cooking Matters® Program Agreement

This **AGREEMENT** (the "Agreement") is by and between **Share Our Strength**, a nonprofit 501(c)(3) organization, and <u>Jersev City HHS</u> ("Partner").

This Agreement authorizes the Partner to run Share Our Strength's Cooking Matters® program (the "Program", "Cooking Matters") from the later of July 1, 2017 or the date of Agreement execution through June 30, 2018 under the following terms and conditions:

Section 1: Partner Responsibilities

The Partner agrees to run the Program in accordance with the standards outlined in the Cooking Matters Implementation Standards (the "Standards") and incorporated hereto by reference.

As detailed in the Standards, Partners ensure that all Cooking Matters course and tour participants, guests, instructors, facilitators and volunteers complete a Share Our Strength-provided liability waiver. Share Our Strength provides the liability waiver template to Partner in English and Spanish. Such liability waiver releases Share Our Strength, its agents, representatives, employees, volunteers and any sponsors of Cooking Matters from any and all damages, causes of action, claims and liability that might arise from Program participation. Partners must retain this documentation in hard or electronic copy for a period of three or more years.

Section 2: Share Our Strength Responsibilities

Share Our Strength agrees to provide supports to Partner to run the Program, including but not limited to Cooking Matters curricula and materials ("Program Materials"), training and technical assistance, etc., as outlined in the *Standards* and incorporated hereto by reference.

Section 3: Program Promotion

Cooking Matters® is a national program wholly owned by Share Our Strength®. Partner agrees to describe the Program as a program of Share Our Strength® and/or as part of the No Kid Hungry® campaign on all Program related promotional materials, including but not limited to media interviews, newsletters, fact sheets, annual reports, brochures, press kits, advertisements, publicity material and press releases and on the Partner's website(s).

The Partner's website(s) shall include a hotlink to the Cooking Matters section of the Share Our Strength website (CookingMatters.org). Share Our Strength will provide a hotlink to Partner's Program website from the Cooking Matters section of the Share Our Strength web site.

Section 4: Sponsorship

Walmart is the national sponsor of Share Our Strength's Cooking Matters. All materials produced by Share Our Strength will recognize Walmart's sponsorship. Any changes in national sponsors will be communicated to Partners. No other sponsor may be integrated into the Cooking Matters logo.



Share Our Strength's Cooking Matters® Program Agreement

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. In the event of termination by either party, Partner will return any unused Program Materials to Share Our Strength within fifteen (15) days of termination of this Agreement.

Section 8: Non-exclusivity

Partner acknowledges and agrees that the relationship with Share Our Strength's Cooking Matters is non-exclusive and Share Our Strength may be in partnership with as many additional partners as Share Our Strength so desires. Share Our Strength, when possible, and in its sole discretion, will direct newly interested organizations to established Partners in a given local.

Section 9: Confidentiality

Both parties acknowledge that during the course of this Agreement, one party may disclose confidential or proprietary information whether or not marked confidential ("Confidential Material") to the other party. Both parties agree not to disclose Confidential Material to other party is obligated to disclose Confidential Material to the other party unless reasonably necessary to perform its obligations under this Agreement.

The parties' obligations under the preceding paragraph do not apply to any Confidential Material which: a) is or becomes publicly known under circumstances involving no breach of this Agreement; or b) was generally known by a party prior to receipt of the Confidential Material as can be demonstrated by written records; or c) was or is approved for release by written authorization of an authorized representative of the other party.

Upon expiration or termination of this Agreement, upon request, each party shall return or destroy all confidential documents and materials that are the property of the other party or its licensees, licensors, or affiliates.

Section 10: Indemnity, Insurance, Representations and Warranties

Share Our Strength shall defend, indemnify and hold harmless Partner and its respective representatives, servants, agents, directors, officers, shareholders, employees, attorneys, successors, and assigns, from and against any and all liabilities, claims, causes of action, suits, proceedings, judgments, costs, damages, and expenses (including attorney's fees and expenses) by reason of any claim, suit or judgment arising or alleged to arise from, or relating to any grossly negligent acts or willful misconduct of Share Our Strength or Share Our Strength employees with respect to this Agreement.

Partner shall defend, indemnify and hold harmless Share Our Strength and its respective representatives, servants, agents, directors, officers, shareholders, employees, attorneys, successors, and assigns, from and against any and all liabilities, claims, causes of action, suits, proceedings, judgments, costs, damages, and expenses (including attorney's fees and expenses) by reason of any claim, suit or judgment arising or alleged to arise from, or relating to any grossly negligent acts or willful misconduct of Partner or Partner employees with respect to this Agreement.



Share Our Strength's Cooking Matters® Program Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

Share Our Strength

Billy Shore

Founder and CEO

PARTNER

NAME Diane Jennings

TITLE

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Partners to offer quality programming to more low-income families than if any individual organization worked alone.

- Partners provide program support and materials including staff time, food and supplies like cooking equipment. Details in Addendum.
- Collaborators can provide participant recruitment, physical space, funding, supplies, and/or instructors
- The following types of organizations, agencies and programs often collaborate to bring Cooking Matters to their clients:
 - Head Start and other center- and home-based childcare providers
 - Community health centers
 - Community centers
 - Housing programs
 - Work and economic opportunity programs
 - Food banks and pantries
 - SNAP offices and SNAP-Ed implementing agencies
 - · Afterschool and summer meals programs
 - Culinary and other food and nutrition-focused schools and trade organizations
 - Grocers
 - Universities and community colleges
 - Faith-based organizations
 - Volunteer sources
 - Other organizations and programs that serve low-income families

PARTNER NETWORK MODEL



PROGRAM YEAR AND PARTNER ASSESSMENT

- The Cooking Matters Implementation Standards are current as of the version date set forth above and shall remain in effect until or unless they are superseded by a version with a later version date. Share Our Strength may update or modify these Standards at its discretion. Partner must comply with these Standards as well as the Cooking Matters Program Agreement in order to be a Cooking Matters Partner.
- > Program year is the annual term of the partnership, from the later of July 1 or the date of Cooking Matters Program Agreement execution through June 30.
- Partners in their first year of Program delivery are Pilot Partners.
- > Partnership continuation assessment occurs yearly, aligning with the program year. Active Partners are assessed on adherence to the Cooking Matters Program Agreement and Cooking Matters Implementation Standards; any breach to adherence may result in partnership deactivation. Partnership deactivation may also occur if a Partner does not host programming in a program year. Deactivated Partners may reapply for partnership at a future time.

PROGRAM QUALITY

Evaluation and reporting are vital for continual Program improvement, tracking progress, quantifying success and communicating impact with stakeholders to secure funding and support for the work.

- Partners provide and meet annual participant count projections. Accurate participant projections help the network to be good stewards of program resources and for Share Our Strength to provide appropriate support to the network.
- > Partners maintain an annual course graduation rate of at least 85 percent.

Partici	pation & Graduation Ra	te Targets by Curricula	& Tour Implementation	Model
		Guided In-Store Tours	Pop-Up Tours	Pop-Up or Station Tour Events
# of Participants	8-16, serving at least 10 participants on average	4-8, serving at least 5 participants on average	5-30 participants	As many participants as appropriate; no
			•	maximum
Graduation Rate	At least 85%	N/A	N/A	N/A

Participant & Graduate Definitions

- > A Cooking Matters course participant is an individual who attends at least one class in the six-session course (or attends at least two of the total 10 hours of training offered for Cooking Matters for Child Care Professionals).
- A Cooking Matters course graduate is a participant who attends at least four classes of a six-session course (or attends at least eight of the total 10 hours of training offered for Cooking Matters for Child Care Professionals).
- > There is no difference between a tour participant and graduate.

EDUCATION DELIVERY

Education Model and Teaching Techniques

- > Cooking Matters uses a learner-centered education model that focuses on the participants' concerns and involves them in making decisions and solving problems.
- All programming uses the key teaching techniques of the learner-centered education model; each curricula's Instructor Guide supports the use of this model.

	ed Education Teaching Techniques
Learner-Centered Teaching Technique	Goal
Hands-On	Avoids demonstration-style activities. Instead, offers opportunities for
	participation centered on the learner.
Facilitated Dialogue	Facilitated Dialogue involves active participation of both the instructor
	and participant with a goal creating a safe environment for learners to
	consider changing behaviors.

Cooking Matters Curricula and Educational Tools

- > Are evidence-based, experience-tested, and efficiently conveyed.
- Use the Dietary Guidelines for Americans and MyPlate as the foundation for basic nutrition guidelines.
- Reflect current research in the nutrition education field and align with the primary drivers of food decisions made by the target audience.
- > Are updated as there are changes in the field. Share Our Strength provides research support documentation.
- > Are used exclusively in Cooking Matters programming.
- Are used and implemented in accordance to the *Standards* and without any substantial abridgements (unless prior approval from Share Our Strength).
- > Are at no cost to Partners through Share Our Strength-supported online systems. Course and tour curricula should be ordered as programming is scheduled, and not in excess.

Educational Tools

- Provide hands-on instruction to help kids and families develop a love of cooking and the skills to make healthy food choices wherever they go.
- Aid Partners in offering one-time or longer-term programming to participants, and are available to share with collaborative partners and other organizations offering nutrition and food skills education.
- Are downloadable PDFs via cookingmatters.org.

Cooking Matters at the Store for Adults & Cooking Matters at the Store for WIC Parents Tour Aspects							
Implementation Model	Location & Format	Recommended Length	\$10 Challenge Activity				
Guided in-Store Tour	Takes place at a grocery store AND involves a group of participants following the tour facilitator(s) through the store.	90 minutes	Recommended				
Station Event	Takes place at a grocery store AND participants visit different stations where tour facilitators teach the key objectives, rather than guided through the event by the tour facilitator(s).	Varies – participants cycle though stations at their pace and can complete in 30 minutes. Event typically hosted over a 4-hour period.	Recommended				
Pop-Up Tour	Takes place at a location that is NOT a grocery store (e.g. community site like a food bank, WIC office, etc. or a food retailer that is not a grocery store like a farmers market, corner store, etc.) AND involves a group of participants following the tour facilitator(s) through a tour (rather than stations).	1 hour	N/A				
Pop-Up Event	Takes place at a location that is NOT a grocery store AND is formatted station style (i.e. participants visit different stations where tour facilitators teach the key objectives, rather than guided through the event by the tour facilitator(s)).	Varies – participants cycle though stations at their pace and can complete in 30 minutes. Event typically hosted over a 4-hour period.	N/A				

PROGRAM MANAGEMENT

PARTNER STAFFING

- Partners designate one employee who is the representative for the Program within the Partner organization and who serves as the primary contact with Share Our Strength. This person is the primary administrator for Cooking Matters programming and communicates with Share Our Strength.
- > Partners designate an individual (or individuals) who act as Coordinator(s) for the Program. This individual may be the representative for the Program or a different person.
 - This individual(s) is responsible for running courses and/or tours which includes community
 outreach and partnership maintenance; purchase and transport of groceries, equipment and
 supplies; procurement of materials through Share Our Strength's online systems; recruitment,
 maintenance of relationships with and training of instructors and tour facilitators; maintenance of
 data management and other logistical tasks as needed; evaluation and reporting efforts.
- > The amount of staff time needed to support programming corresponds with the amount of programming delivered. As Partners serve more participants, additional staff time is required.
 - For example, a part-time or part-time equivalent employee is recommended for Partners hosting
 fewer than approximately 25 courses in a program year or 150 tours and four tour events in a
 program year and a full-time or full-time equivalent (FTE) employee is strongly encouraged for
 Partners hosting additional programming.
- > Staff responsible for Cooking Matters programming adhere to Cooking Matters *Standards*, and ensure that those representing Cooking Matters have an understanding of and adhere to the *Standards*.
- > To ensure communication continuity, Partners are responsible for updating Share Our Strength when there is a change in the primary contact and staff with access to Cooking Matters online resources.

SUPPORT, TRAINING AND TECHNICAL ASSISTANCE

- Share Our Strength provides ongoing training and technical assistance to support Partner efforts to implement high-quality programming.
- Partners are responsible for attending and actively participating in Cooking Matters training and collaboration opportunities including, but not limited to:

Cooking Matters Network

- Share Our Strength supports and promotes active collaboration among Cooking Matters
 Partners through online file sharing and discussion platforms, and interactive web-conference
 trainings. These opportunities ensure Cooking Matters Partners are able to network and learn
 from one another.
- As another means of peer-to-peer learning, Partners are encouraged to visit each other's programs when possible.

Cooking Matters Program Management Tools and Resources

Share Our Strength maintains on-line information sources so that Partners have easy
access to tools and resources useful in program management. Many of those tools and
resources are referenced in these Standards.

Online Training

- Program implementation training is available to Partners through an on-demand online training platform and via periodic web-conferences.
- New staff are required to participate in training prior to Program delivery.
- At least one staff from each Partner attends each required web conference.

Technical Assistance and Support

- Share Our Strength supports Partners in program management and delivery with a suite of technical assistance tools, including electronic guideline resources.
- Partners are encouraged to collaborate with one another and to contact Share Our Strength when additional support is needed.
- The Cooking Matters Help Desk is the Partner's main channel for technical support. Partners
 use the Help Desk at <u>Help.cookingmatters.org</u> as the primary way of seeking information about
 Cooking Matters and contacting Share Our Strength.
- Share Our Strength may make information requests of Partners. Timely responses from both parties ensure the maintenance of a mutually productive and respectful relationship.

In-Person Training and Support

Share Our Strength values in-person communications whenever possible and makes in-person
Partner visits as feasible or as needed. If Partner staff are traveling in Washington, D.C., they
are encouraged to visit Share Our Strength's office and meet with Cooking Matters and Share
Our Strength staff.

Other

Partners may be given the opportunity to participate in curricula and other program-specific
pilots; participate in peer visits; or provide feedback on curricula, materials, resources, training,
and technical assistance provided by Share Our Strength.

BRAND MANAGEMENT AND MESSAGING

- Share Our Strength and Cooking Matters Partners communicate with a wide audience comprised of both internal and external stakeholders. It is important to use a consistent voice and message that resonates with our core audiences and is easily recognizable as an expression of our brand personality.
- Share Our Strength provides brand management and messaging resources¹ including specific language for communicating with:
 - Media interviews (inform Share Our Strength in advance if possible)
 - · Press releases and publications

¹ There will be updates to Cooking Matters brand guidelines in FY18

ADDENDUM

		стан	ing Matters Progr	amming Compar	ison		
	Access	Recommended Facilitators, Instructors & Assistants	Mandatory Components	Cost Estimates**	Optional Components	Cost Estimates**	Evaluation Component
Cooking Matters App*	Open Access Via cell phone https://cookingmatters .org/app	N/A	N/A	N/A	N/A	N/A	N/A
Cooking Matters Educational Tools	Open Access Tools downloaded at no charge from https://cookingmatters_org/educational-tools	At least one person	Food for food preparation demonstrations Portable culinary equipment & serve ware (& storage if needed) for food prep demonstrations	Depends on recipe(s) & audience size Depends on type, but start-up cost estimated at less than ~\$300	N/A	N/A	N/A
Cooking Matters at the Store Tour Curricula	Partnership Required Partners order free Cooking Matters at the Store curricula via on online ordering site. Those interested in delivery of tours using the Pop-Up Tour model download & print the Pop-Up Tookit via Cooking Matters online Resource Center.	Appropriate number of facilitators to deliver tour, based on tour implementation model & participation level	N/A		Food for food prep demonstrations Portable culinary equipment & serve ware (& storage if needed) for food prep demonstrations Challenge activity incentive Production of Pop-Up Toolkit if using this delivery model	Depends on recipe(s) & audience size Depends on type, but start-tup cost estimated at less than ~\$200 \$10/participant ~\$250/toolkit	Required: Implementation of electronically- processed Post-Tour Survey for measuring participant intent to change behavior

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

City Clerk File No	Res. 17-615	
Agenda No.	10.Z.6	
Approved:	JUL 1 9 2017	

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF COMMUNICATIONS & TECHNOLOGY COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)

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

WHEREAS, the need for constant and reliable communications for the safety of the citizens of Jersey City exists; and

WHEREAS, the success of the Jersey City Department of Public Safety Computer Aided Dispatch ("CAD") System is dependent upon the support and enhancement of its software; and

WHEREAS, the services required are special in nature based upon the unique hardware/software environment utilized in the Jersey City Department of Public Safety; and

WHEREAS, ASTRA Software Corporation, 19421C Liverpool Parkway, Cornelius, North Carolina 28031 has agreed to provide these services for one year in the manner specified by the Jersey City Department of Public Safety for the amount of Twenty Five Thousand Nine Hundred Seventy Five dollars; and

WHEREAS, this contract will be effective June 1, 2017 through May 31, 2018; and

WHEREAS, the amount of Twenty Two Thousand Five Hundred dollars (\$22,500.00) is available in the 2017 budget Account 01-201-25-271-314.

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5 (1)(dd)) allows for this contract without public bidding because this contract provides for the support and maintenance of proprietary computer software presently in place; and

WHEREAS, the City of Jersey ("City") and its governing body find approval of such proposal to be in the best interest of the City.

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

WHEREAS, the Public Safety Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

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

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

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

Relando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF COMMUNICATIONS & TECHNOLOGY COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)

Initiator

IIIItiator		
Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njjcps.org

Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njjcps.org
Note: Initiator mu	ıst be available by phone during	g agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)
Resolution Purpo	se	•
		re CAD & RMS software. Re-negotiated contract at a reduced
costs, thus delay		
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THE RESIDENCE OF THE PARTY		

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committee; or political party committee representing the elected officials of the <math displaying of elected officials at
defined parents to NILS.A. 1944A-3(a), (d) and (c)</pre>

Lavario for Counciliana

Steven Helop for Mayor 2017

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Required Pursuant To NJ S.A. 19:44A-2012

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

PARTI-Vendor Assumation

The undersigned, being aufi	nonized and knowledgeable of the circumstances, does hereby certify that
contributions in the **one.	vear period meneding
A PARTICULAR TRANSPORT TO A TOTAL	orm Ordinance 08-128 (attached hereto) and that would bar the award this that during the term of the contract
favorers at a nontrepo etters), 561	If not make any reportable contributions in violation of Ordinance 08-
128,	
PART II - Signature and Aire	astation:
The undersigned is fully awa	re that if I have misrepresented in whole or part this silimistion and
certification, I and/or the busi	mass entity, will be liable for any penalty permitted under law.
Name of Business Entity: /7	STRA SOFTWARE CORP
Signed Mark U.S.	Tille: PRESIDENT
Print Name MARK W	The William Control of the Control o
Subscribed and swom before a this 16th day of 10th, 20th	The state of the s
My Commission expires:	LAMBOUR PLANT A CHAMBER WATER IN THE
	Print name & title of affiant) (Corporate Seal)
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	09/29/201
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**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 (Continucation)

The contractor of subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited (d, employment agencies, placement burenus, 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 of 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 statotes and court decisions of the State of New Jersey and as established by applicable Federal court decisions.

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

The confractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following this encuments:

Letter of Federal Afternative 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 <u>www.state.nl.us/tronsurvicontract_compliance</u>

The contractor and its subcentractors 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 comy 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.&.C. 17:27.

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

EXHIPTYA

N.J.S.A. 1015-31 and N.J.J.C. 17427

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Alandatory Aftermative Action Language)

The andresigned residur further agrees to furnish the required forms of evidence and

ot X.J.S.A. 10:3-31 and X.I	A.C. 17:27	Assistant Control					i pë urrën et sedin. E	alian maintain
Representative's Name/Titl	o (Print): (III)	RK	NEL	ナノロ	RES	DEN	7	· .
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NEW JERSEY FACILITY

STATE OF NEW JERSEY

Divides of Control Compiliants in Equal Employment Departurily

EMPLOYEE INFORMATION REPORT

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Certification \$6577

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed selevithas submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has engroved sale veport. This approval will remain in -XPA-2018 effect for the period of 15

ASTRA SOFTWARE CORPORATEC 18127 W. CATAWBA AVE.

CORNELIUS -

Andrew P. Sidamon-Eristoff State Treasurer

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

The contractor and the , (liercellor "owner") do hereby agree for the provisions of TNIs 11 of the Americans With Dissibilities Act of 1990 (the "Act") (\$2 C.S.C. S121 01 of seq.), which probiblis discrimination on the basis of dirability by public antilies in all services, programs, and notivities provided or made evaluable by public entitles, and the rules and regulations promutgated pursuant there unto, are minde a part of tinic contract. In providing any sid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in scrict compliance with the Aot. In this event that the contractor, in agents, asrvants, employees, of subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner lit ony action or administrative proceeding dominensed pursuant to this Act. The contractor shall integrably, protect, and seven criticise the owner, its agents, sorvents, and employees from and against any end all suits. olaime, losses, demande, or damages, of whalever kind or nature arming out of or plained to eties out of the effect violation. The confinctor shall, at he own expanse, appear, defone, and pay any and all charges for legal services and any and all costs and other or pensor crising from such action or administrative proceeding or incurred in connection therewith. In any and all complains brought pursuant to the owner's province procedure, the contractor agrees to duide by my decision of the evener which is rendered pursuant to raid grievance procedure. It any action of administrative proceeding results in an eward of damages against the owies, or if the sweet mouse my expense to chee a plotation of the ADA which has been proughly pursuant to its griovance procedure, the contractor shall satisfy and discharge the school its own expense.

The owner shall, as soon as practicable after a claim has been under account it, give verities notice thereof to the contractor along wills full and complete particulars of the claim. If any action or administrative proposeding is brought accins the owner of 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 philosococi their any approval by the owner of the services provided by the contractor pursuant to this contract with the fact contractor of the obligation to comply with the fact and to defend, independing protect, and save knowless the owner pursuant to this paragraph.

It is further agreed and undersized that the owner assumes no obligation to incomnist or save har places the contractor, its agents, servents, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agreed that the provisions of this lademnification clause shell in no way finds the contractor a obligations assumed in this Agreement, nor shell they be construed to relieve the contractor from any findship, nor preclude the cavner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's	Verme/Title i	wint): MAK	K: WEL	T/PRES	1DENT
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Cel No.: 791/87	6-3505	XIOG	Dater	4126/17	

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 procuement 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:	ASTRA SOFTWARE CORP.	
Address	18127 W. CATOWBA AVE, CORNELIUS, NCA	<i>8</i> 43
Telephone No. :	704/876-3505 X106	
Contact Name:	MARK WEZT	•
Please check appli	cable category:	
Minority	Ówned Búsiness (MBE) Minority& Woman Owned Business (MWBE)	
Woman C	Wined business (WBE) Neither	
	성 수 한다는 일 날이면 참가려면 하는 것이 되었다. 사람들이 살아 보는 것이 되었다. 발표 하고 하고 보고 있습니다. 그는 것이 되었다. 그는 것이 되었다. 그는 것이 되었다.	

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

Fispanic: 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 Par East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Nativer—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 solo proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

SEQUENCE NUMBER ISSUANCE DATE 09/14/05 ASTRA SOFTWARE CORP 18127 W CATAWBA AVE CORNELIUS NG 28031 EFFECTIVE DATE:

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

City Clerk File No	Res. 17-616	 •	EJERSE
Agenda No	10.Z.7		
Approved:	JUL 1 9 2017		(5(V))
TITLE:			CORPORATE SEL

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADVANCED FURNACE & AIR DUCT CLEANING, INC. FOR THE CLEANING AND SANITATION OF THE DUCT WORK AND AIR HANDLERS AT JERSEY CITY MUNICIPAL COURT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the duct work and air handlers at Municipal Court need to be cleaned and sanitized; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited two quotes, including from Advanced Furnace & Air Duct Cleaning, Inc., 409 Cumberland Avenue, Bayville, New Jersey 08721 in the total amount of twenty four thousand, one hundred ninety two dollars (\$24,192.00); and

WHEREAS, the Purchasing Director believes the proposal of Advanced Furnace & Air Duct Cleaning, Inc., attached hereto, to be the most advantageous, price and other factors considered; and

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

WHEREAS, the Director of the Division of Buildings and Street Maintenance 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 \$24,192.00 are available in the Operating Account.

Total Contract PO# Account 01-201-26-290-314 125602 \$24,192.00

(Continue on page 2)

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	OLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADVANCED NACE & AIR DUCT CLEANING, INC. FOR THE CLEANING AND SANITATION OF	
	DUCT WORK AND AIR HANDLERS AT JERSEY CITY MUNICIPAL COURT	
NOV City t	V, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey that:	
1.	A contract in the amount of \$24,192.00, for the cleaning and sanitation of air ducts and air handlers, is awarded to Advanced Furnace & Air Duct Cleaning, Inc.	
2.	The term of the contract will be completed upon the delivery of the goods and services.	
3.	Upon certification by an official or employee of the City authorized to administer the contract, that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.	
4.	The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.	
	I Donna Mauer Chief Financial Officer, hereby fy that funds in the amount of \$24,192,00 are available in the Operating Account.	
42.0	I Donna Mauer Chief Financial Officer, hereby fy that funds in the amount of \$24,192.00 are available in the Operating Account.	
certii	ry that runds in the amount of \$24,192.00 are available in the Operating Account.	
	Account PO # Total Contract	
	01-201-26-290-314 125602 \$24,192.00	
Аррі	roved by: July 7, 2017 Director of Purchasing, QPA, RPPO Date	
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PROVED:	APPROVED AS TO LEGAL FORM	R. 1-1
	The same	
PROVED: _	/Business Administrator Corporation Counsel	
	Gertification Required	
	Not Required ☐ APPROVED 9-0	
	RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7, 19, 17	
OUNCILPERSO		V.
AJEWSKI	YUN / RIVERA /	
ADSDEN	OSBORNE / WATTERMAN /	
OGGIANO	ROBINSON LAVARRO, PRES	
Indicates Vote	N.VNot Voting (Absta	ain
donted at a	meeting of the Municipal Council of the City of Jersey City N.J.	
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(Bola)	hdo R. Lavarro, Jr., President of Council Robert/Byrne, City Clerk	

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADVANCED FURNACE & AIR DUCT CLEANING, INC. FOR THE CLEANING AND SANITATION THE DUCT WORK AND AIR HANDLERS AT JERSEY CITY MUNICIPAL COURT.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Douglas Carlucci	Buildings Director
Phone/email	201-547-4423	dearlucei@jenj.org

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

Contract Purpose

- ♣ There is a need to clean and sanitize the ductwork and air handlers at Municipal Court.
- ♣ All lines will be blown out using a truck mounted air compressor.
- Ductwork will be sprayed with oxine, which is an EPA registered, anti fungal, anti bacterial wash for thorough sanitization.

wash for morough samuzation. ★ Vendor will provide technicians, equipment of the provide technicians and the provide technicians are the provided technicians.	pment and materials.				
Cost (Identify all sources and amounts)	Contract term (include all proposed renewals)				
01-201-26-290-314 (Buildings Operating) Total Contract =\$24,192.00	One time repair.				
Type of award Non Fair and Open					
If "Other Exception", enter type Additional Information					
Two Quotes Received: 1. Clean Air Technologies for \$28,200.00 2. Advanced Furnace and Air Duct for \$24,192	2.00				
I certify that all the facts presented herein are accu	urate.				
Signature of Department Director Da No. Marchasing Director Director Director Director	(1) 1 7 17 17 nte				

DETERMINATION OF VALUE CERTIFICATION

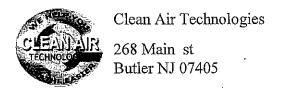
I, Patrick G. Stamato, of full age, hereby certify the following:

- 1. I am the Director for the Department of Public Works.
- 2. There exists a need for Air Duct cleaning at the Municipal Court location.
- 3. The City informally solicited quotations for such services.
- 4. The Department's recommendation is to award a contract to Advanced Furnace.
- 5. The cost of the Contract exceeds \$17,500.00.
- 6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
- 7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

7/6/17.

Date

Patrick G. Stamato, DPW Director



Estimate

Date	Estimate #
7/6/2017	7950

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Name / Add							Terms	
City of Jersey C 1 Journal Squar	llty re Plaza						Net 30	
1 Journal Squar Jersey City NJ (07306	Gustomer		Customer Alt. Pl	hone	Custor	Customer Phone	
		dearlucci@	jenj.org			201-	547-6594	
Item		Description	19 (1944—194—1956) (1941) (1946) (1946)		Qty	Cost	Total	
Commercial	For cleaning, sanitizing and dec	odorizing 5 HVAC sy	ystems in Munici	ipal Court building		28,200.00	28,200.00	
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		•						
				Total			\$28,200.00	

Phone # 973-283-2221

	Fax#	
97:	3-283-6611	

E-mail	
cleanairnj@gmail.com	

Customer Signature

Web Site	
www.CleanAirTechnologiesNJ.com	





Air Purification - Duct Cleaning - Exhaust Systems - Dryer Vents

www.AdvancedAirductCleaning.com • Serving New Jersey Since 1964

June 29, 2017

City of Jersey City Municipal Court 365 Summit Avenue Jersey City, NJ 07306 Attn: Douglas Carlucci

Dear Mr. Carlucci:

Advanced Furnace & Air Duct Cleaning has been cleaning ductwork for over 50 years. Our experienced and knowledgeable staff has made us the number one duct cleaner in our field. We will provide all technicians, equipment, and materials to complete the proposed project.

The following are the procedures, areas and price for the cleaning and sanitizing of the ductwork and air handlers inspected on May 18, 2017:

- 1. Each system will have an 8" pipe run to the main trunk line from our commercial vacuum truck which has 15,855 c.f.m. of suction.
- 2. All lines will be blown out using a truck mounted air compressor (200 p.s.i and 220 c.f.m.).
- 3. All vent covers will be removed and cleaned using an appropriate solvent.
- 4. All trunk lines will be brushed and blown out using our patented dislodger system to guarantee removal of all dirt and contaminates from trunk lines regardless of duct shape.
- 5. The blower section will be vacuumed out.
- 6. All ductwork will be accessed by removing any access doors and end caps, as well as cutting access holes as necessary.
- 7. All openings cut into ductwork during the cleaning process will be sealed with 16 ga. galvanized sheet metal that will be siliconed and screwed into place to guarantee an air tight seal.
- 8. During cleaning, all necessary environmental controls will be performed to prevent contaminants from migrating to other areas of the structure.
- 9. All ductwork will be sprayed with Oxine, which is an EPA registered, anti-fungal, anti-bacterial wash for thorough sanitization.
- 10. Total source removal procedures comply with requirements set by NADCA (National Air Duct Cleaners Association) ARC 2006 Standards.







Air Purification • Duct Cleaning • Exhaust Systems • Dryer Vents

WWW.ADVANCEDAIRDUCTCLEANING.COM • SERVING NEW JERSEY SINCE 1964

The following areas are recommended for cleaning and the only areas included in the quoted price. Advanced Furnace & Air Duct Cleaning, Inc. is not responsible for the cleaning of any areas not included in the following breakdown.

AREA	SUPPLIES	RETURNS
intrance Lobby (extremely dirty)	3	0
Security	4	1
	1	1
Conference Room #1		1
Conference Room #2	1	
Court Room #2 Plenum Ceiling	4	2
Conference Room 131	1	• 1
Conference Room #4	1	1
Court Room #3 Plenum Ceiling	6	2
Men's Room 2 exhaust fans	1	0
Ladies Room 2 exhaust fans	1	0
Room 118 (locked)	1	1
Waiting area by 118	1	1
Hallway in front of 113	1	1
Outer area by 113	5	2
Room 112	, 1	1
111 Lunchroom	2	1
114	8	2
Waiting Room outside of 114	1	1
Hallway outside of 114	· o	1
Room 138	12	3

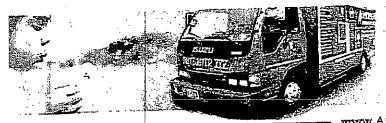




Air Purification • Duct Cleaning • Exhaust Systems • Dryer Vents

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137A	1	0
2 nd Floor waiting area	5	1
Corridor	1	1
Court #4	* 6	2
Court#5	6	2
Court#6	6	2
231 Electrical Room	1	0
Hallway Unit above hallway	1	0
Men's Room 2 exhaust fans	1	0
Ladles Room 2 exhaust fans	1	0
205 Common area	4	2
Men's Room	1	0
Ladies Room	1	0
201	1	1
202	1	1
203 Library	1	1
206 Conference Room 14' Ceiling	2	1
Hallway	3	1
Office 208	. 2	1
Office 209	2	1
Office 224	1	1
Processing Center	1	1
Communication Room 222	4	2





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Server Room 223 2 SANYO UNITS	4	2
210	1	1
211	1	1
225	4	2
Corridor to Prosecutor/Public Def	3	1
219 Waiting Area	1	0
218 Library	1	1
217	1	1
216 Plenum Ceiling	1	1
215	1	1
214	1	1
213 REPLACE CARDBOARD	1	1
212	1	1
Open Office Area	5	2
241 NO ACCESS		
239	1	0
242	1	1
Waiting area outside of 244	1	1
Sitting area outside of 240	3	2
240	1	1
#2	1	1
248	1	1
247	1	1





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Outside of office 246	1	0
246	1	1
243 CARDBOARD COVERING	2	0
Rear Entrance Vestibule Unit ventilator	· 0	0
106	4	2
108	1	1
107	1	1
105	1	1
104 Plenum Ceilings	1	1
Men's Room 1 Exhaust Fan very dirty	1	0
Ladies Room 1 Exhaust Fan is very dirty	1	0
Behind Court Room #2	1	0
Men's Room	1	1
Ladies	1	1
Basement:		
Waiting room between BCI & Property	1	1
L40 No Access		
Telephone Room	1	0
L39 Exhaust Fan only		
Haliway	1	0
L17 Break room	1	1
Men's Room/Lacker Room SLOP SINK	2	3
Supervisor's Locker Room	1	1





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Ladies Room	1	1
L13	1	0
L11	2	1
·	1	0
L10	1	1
L09	1	1
Holding Cell #3	1	1
Holding Cell #4		0
Outside of Celis	2	
#5	1	1
#6	1	1
#7	1	1
Pump Room	1	0
SALLY PORT 1 UNIT VENTILATOR	1	0
BCI Waiting Area	1	0
Reception	1	0
Cell #1	1	1
Cell #2	1	1
Cell#3	1	1
	1	1
ID	4	2
BCI Main Area	4	2
Corridor Outside L29		3
L18 Open Office	7	
BCI	0	1





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L19	1	1
L27	3	2
1.25	1	1
L25A	· 1	1
Storage Area	0	1
124	1	1
L28	2	0
L27A	2	2
Violations Waiting	4	2
Property Room	10	9
5 Roof Top Units		

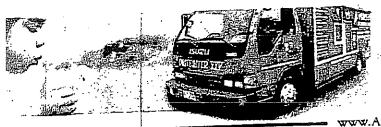
TOTAL: \$24,192.00 TAX EXEMPT

PRICE BASED ON SATURDAY HOURS - WE WILL NEED TWO CONSECUTIVE SATURDAYS TO COMPLETE THIS WORK

If you are tax exempt, please supply your exempt Organization Certificate, Form ST-5.

Please note: Due to rising costs, if you require an insurance certificate listing your company name as an additional assured, we must secure a fee of \$150.00 at time of request for the certificate.





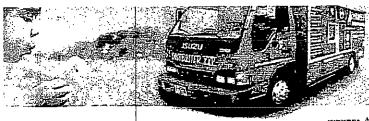


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Please read the following terms and conditions carefully, making note of any exclusions listed in the following acceptance!

satisfactory	ance of Proposal — The above price, specifications and conditions are and are hereby accepted. You are authorized to do the work as specified. Payments as outlined below.
	Date of Acceptance:
	PRICE: \$24,192.00 TAX EXEMPT
WE NEE	TWO CONSECUTIVE SATURDAYS IN ORDER TO COMPLETE THIS WORK
	TERMS: COD
	PAST DUE ACCOUNTS WILL BE SUBJECT TO A FINANCE CHARGE OF 10% AFTER 30 DAYS
	Price is based on Saturday hours
SN	Name: Please print Signature: Title: TOKE DETECTORS MUST BE PLACED IN TEST MODE DURING THE CLEANING PROCESS PLEASE INITIAL
ncluding but not	d acknowledge that if for any reason Advanced technicians are interrupted or halted on-site (for reasons limited to: dangerous conditions, fire/smoke alarm, security etc.), there will be an additional fee of \$150.00 per man, per hour of delay.
B	y signing below I acknowledge that I have been informed of such and agree to these terms.
	Name: (please print)





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IF ACCEPTING THIS BID, PLEASE SIGN AND FAX BACK ENTIRE PROPOSAL.

<u>ALL SMOKE DETECTORS MUST BE PLACED IN TEST MODE DURING THE</u> CLEANING.

Note: This proposal may be withdrawn by us if not accepted within 30 days. Prices quoted do not include NJ State Sales Tax. This proposal is based on non-union labor costs. If this job is found to be prevailing wage rate, we reserve the right to resubmit our proposal at the revised rate.

SUGGESTIONS / COMMENTS: We would recommend that the duct cleaning be done on a regular maintenance schedule every three years.

PARKING WILL BE REQUIRED FOR THE FOLLOWING:

- 5- Commercial Trucks DAY 1
- 4- Commercial Trucks Day 2

All work will be completed in a timely, professional manner. Advanced Furnace & Air Duct Cleaning is fully insured and bondable, in accordance with your needs.

Your concern regarding the air quality of your facility is also our concern. We strictly follow all Occupational Safety and Health Administration (OSHA) standards to insure the safety of all technicians, building occupants and their environment.

Thank you for using **ADVANCED** Furnace & Air Duct Cleaning, Inc. If you have any questions or concerns, please feel free to call our office.

Jusan Mc Louern

Sincerely.

Richard Spano

Commercial Account Coordinator

A CERTIFICATE OF INSURANCE WILL BE SUPPLIED UPON REQUEST. ADVANCED FURNACE & AIR DUCT CLEANING, INC. IS CERTIFIED BY NADCA, MEMBERS OF THE BETTER BUSINESS BUREAU AND THE CHAMBER OF COMMERCE.





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

ADVANCED FURNACE & AIR DUCT CLEANING, INC.

Trade Name:

Address:

409 CUMBERLAND AVENUE

BAYVILLE, NJ 08721-2822

Certificate Number:

0932688

Effective Date:

August 22, 2002

Date of Issuance:

July 07, 2017

For Office Use Only:

20170707141440845

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 undereigned, being authorized and knowled	dgeable of the circumstances, does hereby certify that
relienced therees + Air Duct Clerknam	ie of business entity) has not made any reportable
contributions in the **one-year period precedi	ng 6/29/17 (date City Council
awards contract) that would be deemed to be v	iolations 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	e term of the contract Advanced Furnace +
(name of business entity) will not make any re-	portable contributions in violation of Ordinance 08-
128.	so many opinita and an along of Oralliance (19-
· · · · · · · · · · · · · · · · · · ·	
PART II - Signature and Attestation:	
Tract in Digitalio and Antonioni.	
The undergraned to fully proper that Later	
vertification Tandor the business and a mayor	nisrepresented in whole or part this affirmation and
certification, I and/or the business entity, will b	e hable for any penalty permitted under law.
Name of Business Entity: Advanced	Training Nill Alexander
Laure of Drighess Fullty: 1 10 00 11 16	FUTNACE+ ATT DUCT Cleaning
· Signed Susan Mc Gorer	
· Signed Susan Mc Morelin	-Title: Office Mgr
Print Name Susan McGovern	
Print Name USSON 1 COSONE M	Date: 6 29/17
	Iliano Chied
Subscribed and swom before me	Mulle Acult
this day of w. 217.	(Affiant), A
My Commission expires:	_Ueresa Aeru De
*	(Print name & title of affiant) (Corporate Seal)
The state of the s	
THERESA MACHILLE	,
HOTARY PUBLIC	and the same of th
STATE OF NEW JERSEY	The state of the s
LTY COMMISSION EXPIRES MARCH 23, 2022	* ************************************

**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,

STATEMENT OF OWNERSHIP DISCLOSURE N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal. Name of Organization: Advanced Furnace + Air Duct Cleaning Organization Address: 409 Cumberland Aue - Daysille - 05 - 08721 Part I Check the box that represents the type of business organization: Sole Proprietorship (skip Parts II and III, execute certification in Part IV) Non-Profit Corporation (skip Parts II and III, execute certification in Part IV) For-Profit Corporation (any type) Limited Liability Company (LLC) Limited Partnership

Limited Liability Partnership (LLP) Other (be specific): Part II The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION) OR No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV) (Please attach additional sheets if more space is needed): Home Address (for Individuals) or Business Address Name of Individual or Business Entity 409 Cumberland Ave - Bayville - 15 08721 49 Curberland Ave. Beyville- NJ-0872)

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filling(s) that contain the information on each such person. Attach additional sheets if more space is needed.

	Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
*; ;;		
<u> </u>	N M	
[

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
ψ) φ	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that It is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Susan	McGovern	Title:	office Mgr
)		Mc Hours.	Date:	6/29/17

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	Fornece + Air huch	Mes nuin	· · · · · · · · · · · · · · · · · · ·
Vendor Name: Holanced Address: 409 Curber			
City: Saville	State: NJ Zip: OY72		
Construction of the constr			*
The undersigned being authorized to eccompliance with the provisions of <u>N.J.</u> form.	ertify, hereby certifies that the submission p. S.A. 19:44A-20.26 and as represented by	royided herein repr the Instructions acc	esents ompanying this
Lusen Willouer	Susen McBovern	office	Mgr.
Signature	Printed Name	Title	
political contributions (more than committees of the government ent	to <u>N.J.S.A.</u> 19:44A-20.26 this disclosur \$300 per election cycle) over the 12 mo ities listed on the form provided by the	nths prior to subm	reportable nission to the
Contributor Name	ded in electronic form. Recipient Name	Date	Dollar Amount
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None			
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		<u> </u>	
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			-
Check here if the information	is continuéd on subsequent page(s)	·	

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

EXHIBIT A

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

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

The undersigned vendor further agrees to fartaish the required forms of evidence and

understands that their contract/company/s bid shall be rejected as non-responsive if said contractor falls 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); SUSAN MCG	OVERN OFFICE MANAGER
Representative's Stonature	M. S. January
Name of Company: ADVANCED FURNACE	& AIR DUCT CLEANING
Pel. No.: 732-269-0707	Date: 7-7-17

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

The contractor and the OWNER of ADVANCED FURNACE, SAIR PURTICLE AND Chartho provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 of seq.), which prohibits discrimination on the basis of disability by public outlies 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 contraot, 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 alloged 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 ours 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 end 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, act ants, 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 Remertit's Printy. SUSAN MCGOVERN - OFFICE MANAGER Representative's Signature. Vame of Company: ADVANCED FURNACE & AIR DUCT CLEANING.	₹
Representative's Signature Susun WCKorur	
Vame of Company: ADVANCED FURNACE & AIR DUCT CLEANING	
Cel. No.: 732-269-0707 Date: 7-7-17	

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 eity 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:	ADVANCED FURNACE & AIR DUCT CLEANING
Address:	409 CUMBERLAND AVE - BAYVILLE NJ 08721
Telephone No: _	732-269-0707
Contact Name:	SUSAN MCGOVERN
Please check appl	licable category:
Minority	Owned Business (MBE) Minority & Woman Owned Business (MWBE)
Woman (Owned business (WBE) X Neither
Definitions Minority Business l	Enterprise
51% of which is own	nterprise means a business which is a sole proprietorship, partnership or corporation at least ted and controlled by persons who are African American, Hispanic, Asian American, American tive, defined as follows:
African Amei	rican: a person having origins in any of the black racial groups of Africa
Hispanie:	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 Par East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American In	dian or Alaskan Native: a person having origins in any of the original peoples of North

Woman Business Enterprise

community recognition.

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

ADVANCED FURNACE & AIR DUCT CLEANING, INC.

Trade Name:

Address:

409 CUMBERLAND AVENUE

BAYVILLE, NJ 08721-2822

Certificate Number:

0932688

Effective Date:

August 22, 2002

Date of Issuance:

July 10, 2017

For Office Use Only:

20170710143321570

Robert A. Romano. Acting State Treasurer CERTIFICATE OF EMPLOYEE INFORMATION REPORT This is to certify that the contractor lister IN JACO 17:27: 11 let. seq. and the State effect for the period of ADVANCED EURNACH & ALR 409 CUMBERLAND AVENUR

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

City Clerk File No	Res. 17-617	¥ JERSE
Agenda No	10.7.8	LET WORDER
Approved:	RA: 1.9 2017	E(VELLEY)E
TITLE:		CORPORATE SERVICE

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO MJ HOAG CONTRACTING INC FOR TREE PLANTING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on June 27, 2017 for Tree Planting Citywide for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with the following minimum and maximum quantities specified:

	Minimum	Maximum
		•
Trees	300	700

WHEREAS, MJ Hoag Contracting Inc, submitted the lowest bid with a unit cost of \$360.00 per Tree; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by MJ Hoag Contracting Inc, to be fair and reasonable; and

WHEREAS, the sum of One Hundred Eight Thousand (\$108,000.00) Dollars is available in Capital Accounts #04-215-55-935-990 and #04-215-55-898-990; and

WHEREAS, the sum One Hundred Eight Thousand (\$108,000.00) Dollars, will be budgeted for in the 2017 budget; 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:

- The Mayor or Business Administrator is authorized to execute an agreement with MJ Hoag Contracting Inc for the planting of Trees Citywide;
- This contract is awarded as a one-year (1) open-end contract with a unit cost of \$360.00 per
 Tree and the City reserves the right to extend the contract for up to two (2) additional one
 year terms pursuant to specifications and bids thereon;
- The minimum quantity of Trees under the contract shall be 300 and maximum quantities shall be 700;
- 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

(continued on page 2)

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		Acct #	P.O #			Amount		
		55-935-990 55-898-990	125538 125539	Capital Acet Capital Acet		\$76,070. <u>\$31,930.</u>		
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APPROVED:)	D OF COUNC	Certification Not Require	on Required	Corporation Counsel APPROYED AGE 7.1	9-0 9-17	
APPROVED:)	D OF COUNC	Certification Not Require	on Required ired INAL PASS	Corporation Counsel APPROYED AGE 7.1 OUNCILPERSON	9-0	
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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 AN OPEN END CONTRACT TO MJ HOAG FOR TREE PLANTING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Parks Director
Phone/email	201-547-4449	socasio@jcnj.org

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

Contract Purpose

- ♣ There is a need for tree planting citywide.
- ♣ Size is 2 ½ inch by 3 inch.
- ♣ Open end contract.
- ★ The City spent about \$75,000.00 in 2016.

Cost (Identify all sources and amounts)

- 1. ()4-215-55-935-990 for \$76,070.00 (Parks Capital)
- 2. 04-215-55-898-990 for \$31,930.00 (Parks Capital)

Total Contract amount =\$108,000.00

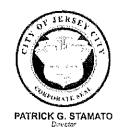
Contract term (include all proposed renewals)

Contract is valid from 07/20/17 to 06/19/18. The City has the options to renew the contract for up to two (2) additional one (1) year terms.

Type of award	Public Bid		
If "Other Excep Additional Info	tion", enter type		
One Bidder MJ Hoag for \$1	08,000.00		
I certify that alf	the fights prosented horein	are accurate.	
Signature of De	partment Director	Date	
Laguel Los	do PPS chasing Director	7 10 17 Date	



CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS



13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305 P: 201 547 4400 | F: 201 547 4803

Date:

June 28, 2017

To:

Peter Folgado, Purchasing Director

From:

Patrick Stamato, DPW Director

Subject:

Recommendation Letter (Tree Planting Citywide)

Please be advised, after a careful and thorough review of bids received on June 27th, 2017 for Tree Planting Citywide, I recommend that the contract be awarded to the vendor listed below:

MJ HOAG CONTRACTING, INC., PO BOX 202 KENILWORTH, NJ 07033

VENDOR NAME	REQUISTION #	ACCOUNT #	CONTRACT AMOUNT	<u>TOTAL</u> <u>CONTRACT</u> AMOUNT
MJ Hoag	0178733	04-215-55-935-990	\$76,070.00	\$76,070.00
	0179662	04-215-55-898-990	\$31,930.00	\$31,930.00
				<u>\$108,000,00</u>

Please proceed and utilize the following requisitions listed above. Kindly draft the awarding resolution for the <u>July 19th, 2017 Council meeting</u>.

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.

Patrick Stamato, Director

Thanks and have a great day!!!!!!!!

PS/sb

C:

Raquel Tosado, Contracts Manager

Hector Ortiz, Asst. DPW Director

Sammy Ocasio, Parks Director

Steve Miller, Confidential Assistant

Ryan Metz, Forester

Eileen McCabe, Sr. Adm Analyst

Zakia Gregory, Asst. Spvr Accounts Elizabeth Harley, Asst. Spvr Accounts

Paola Campbell, Purchasing Division

The Bidder agrees to perform all labor necessary and provide all materials, equipment and vehicles required to complete all work as described in these specifications for unit cost.

Minimum amount of trees to be planted 300 (Three Hundred) Trees

Maximum amount of trees to be planted (Seven Hundred) Trees

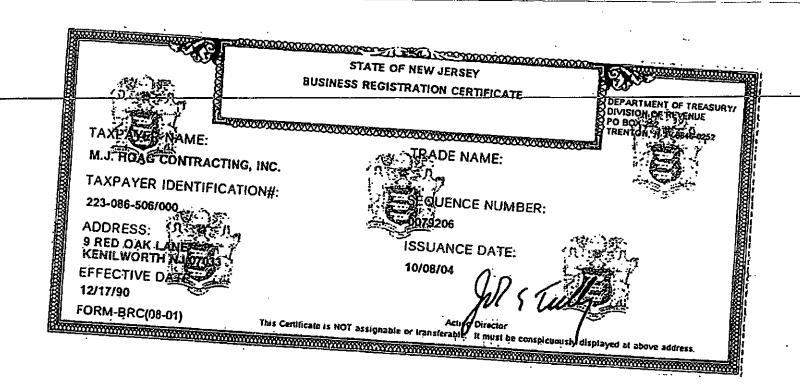
All quotes should be based on these numbers

All quotes must be based on unit cost per tree

The amount of the Performance Bond will be based upon the minimum of 300 (Three Hundred) Trees

The size should be 2 1/2" x 3" Caliber

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(In figures)
One hundred eight thou sand
(In Writing)
All quotations must be typewritten or written in ink. Pencil quotations will automatically render bid
All quotations must be typewritten or written in min.
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The contract will awarded as an open-end contract. The minimum and maximum quantities that the City will
The contract will awarded as an open-one contract
order are set forth above.
Date: 10 2717
Signature:
/ /





New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0079206 FOR M.J. HOAG CONTRACTING, INC. IS <u>VALID</u>.

VERIFIED PC



Registration Date: 09/20/2015 Expiration Date: 09/19/2017

State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:



Responsible Representative(s):

Michael Hoag, President

Horold & Winths

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

NON TRANSFERABLE

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

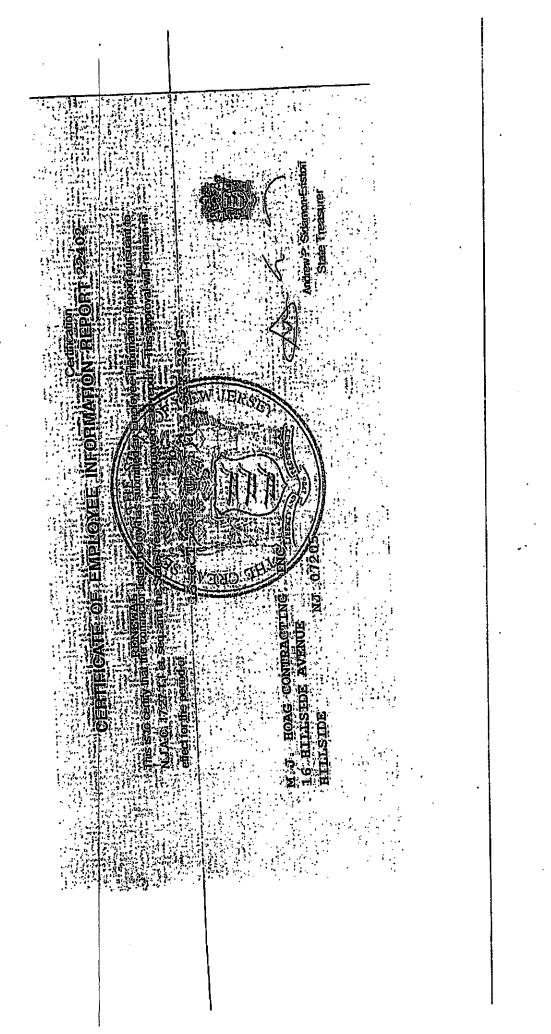


EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction BEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction BEO Monitoring Program as may be requested by the Dept. of LWD, Construction BEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction BEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

N.I.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Construction Contracts

Representative's Signature: Hong Tel, No.: 913-923 Date: 0 2717 Name of Company. M.T. Hong Tel, No.: 913-923 Date: 0 2717	The undersigned vendor further agrees to furnish the required forms of evidence and under contract/company's bid shall be rejected as non-responsive if said contractor fails to comply N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.	
Name of Company M.T. HOAG Tel, No.: 415 905 Date:	Representative's Name/Title (Print):	1012017
Contracting Inc	Name of Company M.T. + toug Tel, No.: 4 5 905 Da	tesVCIII/
	Contracting, Inc	•

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

PERSON LA TE (hereafter "owner") do hereby agree that the . previsions of Title 11 of the Americans Wift Disabilities Act of 1990 (the "Act") (#2 U.S.C. S121 01 et seq.), which probibits 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, of 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 confractor 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 lucure any expense to cure a violation of the ADA which has been brought pursuent to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The ownershall, 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, potice, 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 confractor of the obligation to comply with the Act and to defind, indemnify, protect, and save harmless the owner pursuant to this paragraph,

It is further agreed and understood that the owner assumes no obligation to indomnity 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 agreed that the provisions of this indomnification clause shall in no way limit the contractor's obligations assumed in this provisions of this indemnification clause shall in no way limit the contractor so diligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner Agreement, nor shall they be construed to relieve the contractor from any liability, nor otherwise at law.

Rapscsentative's Name/Title Print):	pychael Hoag - president
Representative's Signatures Vame of Company: Tel No.:	Contracting the 6/27/17.
913-923-093	

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.

you	C I f
Ausi	iness Name: MJ. Hoag Contracting, Inc.
•	11. Hellerde are Hillide 1 to 01005
Add	ress
Tele	phone No.: 973-923-0015
	had been been a
Cont	act Name: Vichael Name:
Pleas	se check applicable category:
	Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
•	Woman Owned business (WBE) Veither
	- • •

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, parmership 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:

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

a person of Mexican, Puerto Rican, Cantral or South American or other **Hispanic**

non-European Spanish culture or origin regardless of race.

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

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 woman.

OFFICE OF EQUAL EMPLOYMENT OPFORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City Department of Administration Office of Equal Opportunity/Affirmative Action

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Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

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Project:

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City

Department of Administration

Office of Equal Opportunity/Affirmative Action

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DIVISION OF PURCHASING COPY

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

City Clerk File No.	Res. 17-618	
Agenda No	10.Z.9	
Approved:	JUL 1 9 2017	
TITLE:		



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised for bids for Sport Lighting and Scoreboards Maintenance at Numerous Ball Fields for the Department of Public Works/Division of Park Maintenance pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City (City) has received (1) Bid, the sole responsible bid being that from Starlite Electric LLC, 260 Main Street, Ste 1, Keansburg, New Jersey 07734 in the total bid amount of One Hundred Fifty Eight Thousand, Five Hundred Ninety Five (\$158,595.00) Dollars; and

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

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional 1 year terms pursuant to the specifications; and

WHEREAS, the sum of Six Thousand (\$6,000.00) Dollars is available in Operating Acct #01-201-28-375-312; and

Department of Public Works/Park Maintenance

Acct No.	P.O. #		Amount
01-201-28-375-312	125493	Temp. Encumb	\$6,000.00
	·	Total Contract	\$158,595.00

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Starlite Electric LLC, be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, <u>N.J.S.A.</u> 40A:5-1 et. seq; and be it further

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Robert Byrne, City/Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Parks Director
Phone/email	201-547-4449	socasio@jenj.org
		Version 1

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

Contract Purpose

- 4 There is a need for sports lighting and scoreboards maintenance at numerous ball fields.
- → Includes Pershing Field, Mary Benson, County Village Little League, Caven Point, Roberto Clemente, Montgomery Gateway, Enos Jones, Westside Little League, Bayside Park, Lincoln Park West, Metro Field, Berry Lane Parks.
- **★** The City spent about \$93,000.00 in 2016.

Cost (Identify all sources and amounts)

01-201-28-375-312 (Parks Operating) Total Contract amount = \$158,595.00 Temporary encumbrancy =\$6,000.00

Contract term (include all proposed renewals)

Contract is valid from 07/20/17 to 06/19/18. The City has the options to renew the contract for up to two (2) additional one (1) year terms.

Type of award	Public Bid		
If "Other Excep Additional Info	otion", enter type		
One Bidder Starlite Electric	e for \$158,595.00		
I certify the fal	his tack presented he	erein are accurate.	
Signature of De	phytylient Director	Date	
Signature of Pu	rchasing Director	7. 7.17 Date	



CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS



13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305 P: 201 547 4400 | F: 201 547 4803

Date:

June 20, 2017

To:

Peter Folgado, Purchasing Director

From:

Patrick Stamato, DPW Director

Subject:

Recommendation Letter (Sports Lighting and Scoreboards at Numerous Ball fields)

Please be advised, after a careful and thorough review of bids received on June 20th, 2017 for sports lighting and scoreboards maintenance at numerous ball fields, I recommend that the contract be awarded to the vendor listed below:

STARLITE ELECTRIC LLC 260 MAIN STREET, STE 1 KEANSBURG, NJ 07734

VENDOR NAME	REQUISTION #	ACCOUNT#	CONTRACT	<u>TEMPORARY</u>
			<u>AMOUNT</u>	ENCUMBRANCY
Starlite Electric	0179241	01-201-28-375-312	\$158,595.00	\$6,000.00

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the July 19th, 2017 Council meeting.

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.

Thanks and have a great day!!!!!!!!

PS/sb

Patrick Stamato, Director

C: Raquel Tosado, Contracts Manager
Hector Ortiz, Asst. DPW Director
Sammy Ocasio, Parks Director
Steve Miller, Confidential Assistant
Eileen McCabe, Sr. Adm Analyst
Zakia Gregory, Asst. Spvr Accounts
Elizabeth Harley, Asst. Spvr Accounts
Paola Campbell, Purchasing Division

BID PROPOSAL (Continued) PROJECT NO. 2017

LIST OF PRICES:

Item No. I - Seasonal Start-Up Service

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

Site		Address	Bid Price for Seasonal Start-UP	
A.	Pershing Field	Central & Manhattan Ave.	\$_350.00	-
B.	Mary Benson Ballfield	Mcrceles St. & Newark Ave.	\$	_(Lights Only)
C.	Country Village Little League	Sycamore Rd. & Colonia Dr.	\$2,395.00	-
D.	Caven Point Recreational Fac.	Caven Point Rd. & Chapel Ave	\$3,000.00	-
E.	Roberto Clemente	6th St. & Manila Avenue	\$100.00	
F.	Montgomery Gateway Recreational Complex	Merceles & Grand Streets	\$6,000.00	(Lights Only)
G	Enos Jones Field	8th St. & Brunswick Ave.	\$7,200.00	
H.	Westside Little League	Westside & Pavonia Ave	\$ 2,100.00	
I.	Bayside Park Fields	480 Garfield Ave	\$	
J.	Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>14,000.00</u>	
K.	Metro Field	179 Westside Avenue	\$3,000.00	
L.	Berry Lane Park	Garfield Ave	\$	
N.	Initial sets of material (three (3 Total cost including mark up.	sets of lamps and ballasts). ThirtyNine Thousand	s 1,000.00	
1	OTAL BID PRICE ITEM #1	Eight Hundred and FortyFive Dollars	\$39,845.00	-
		(In Writing)	(In Figures)	•

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned and rented), etc., including bucket trucks and other lifting equipment.

page 44

BID PROPOSAL (Continued)

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written issuance by the City's Purchasing Agent.

	17 1 1 1 0 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1	lour = \$	68,750.00
A. 250 Hours	Estimated Quantity)Times \$ 275.00 /H]	Extended Cost
	(Estimated Quantity) Times \$ 200 /H	lour =\$	35,000.00
B.175 Hours	Unit Cost Helper		Extended Cost
mamir 5m	One Hundred and Three Thousand PRICE ITEM #2 Seven Hundred and Fifty Dollars \$	103,750.0	0
(A +B)	(In Writing)		(In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING BUCKET TRUCKS AND OTHER LIFTING EQUIPMENT NECESSARY TO PERFORM THE WORK.

Item No. 3 | Parts Allowance

Included in the grand total price will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Fifteen Thousand Dollars (In Writing)	\$ 15,000.00 (In Figures)	
	page 45	

BID PROPOSAL (Continued)

GRAND TOTAL PRICE ITEMS I THROUGH 3

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

INCLUSIVE		
One Hundred and FiftyEight Thousand		
Five Hundred and NintyFive Dollars	S1	58,595.00
(In Writing)	(In Figur	es)

The contract will be awarded on the grand total price for item nos. I through 3 above. However, is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the project, may be for a sum either greater than or less than the Grand Total Price above.

Pursuant to Nil.S.A. 40A:11-15, the City shall have options 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 (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 increases, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring half or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subschitractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EBO Monitoring Program as may be requested by the Dept. of LWD, Construction EBO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction public agencies regulation for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

N.J.S.A. 10:5-31 etseq. (P.L. 1975, C. 137) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrazs to furnish the required forms of evidence and understands that their centracticompany's bid shall be rejected as non-responsive if said contractor falls to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

production of the second	Dennis Lucas, President	
Rebresentatives Mama I tile (Etime	Dennis Lucas, President	
Representative's Signatures	732-495-7	7600 Dafet 6/20/2017
Name of Company: Starlite Ele	ectric, ELC Tel. No.: 732-495-7	

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

of Jersey City (noreafter "owner") do hereby agree that the The contractor and the City . provisions of Title I L 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 folivities 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 compilance 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 englaction or administrative processing commenced pursuant to this Act. The contractor shall indennify, protoct, and save harmless the owner, its agents, servants, and employees from and against any and all suits, olaims, lusses, dentands, or damages, of whatever kind or nature acising out of or cledmed to erise out of the alleged violation. The confractor shall, at its own expense, appear, defend, and pay any and all charges for legal sprices 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 lucurs any expense to ours a violation of the ADA which has been brought pursuent to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The ownershall, as soon as practicable efter a claim has been made against it, give written notice thereof to the confractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its against, servents, and employees, the owner shall expeditionally 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, indomnify, protect, and save humiless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indomnify or save harmless the contractor its agents, servants, employees and subcontractors for any claim which may exist out of their performance of this Agreement. Furthermore, the contractor expressly understands and agreed that the provisions of this indemnification clause shall in no way limit the confractor'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.

:	ifive's Name/Trife Print): Dennis Lucas	,
Representa		
Astre of C	onpany: Starlite Electric 32-495-7600 Dat	e: 6/20/2017
re∟ No.:_4:	32:495-7600	

Minority/Women 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 women owned business, and return this form with your bid proposal.

your b	id proposal.	
Busine	ss Name:	Starlite Electric
Addre	s i	260 Main Street, Keansburg, NJ 07734
1'elepi	one No. : _	732-495-7600
Contac	t Name:	Dennis Lucas
Picasa	check applica	ible category:
	Minority O	wned Business (MBE) Minority & Woman Owned Business (MWBE)
	Women Ow	wned business (WBE) _X Neither SBE
Definitio	ns:	
Minority	Business Enter	rprise
Minority	Business Enterp is owned and cor n native, defined	rise means a business which is a sole proprietorship, partnership of American, American Indian numbed by persons who are African American, Hispanic, Asian American, American Indian to the follows:
OL WIGHT	African Ameri	icony a person having origins in any of the black ramar groups of the
	Hisponic:	a parson of Mexicao, Puerto Rican, Central or South American or other
	Asian:	a person having origins in any of the original peoples of the Far East, South East, Adia Indian subcontinent, Hawaii or the Pacific Islands.
•	American Indi	an 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 B	utinest Enterpr	iss
Woman Bu	siness Enterpris	e mezns a business which is a sole proprietoranip, parameters,
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[D]	RRICE OF PA	A l ma

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City Department of Administration Office of Equal Opportunity/Affirmative Action PF 2017

Project:	Sports Lighting	and Maintenance	#	PF 2017	-(^)
	Shalite.	Tuckie B	id Amt. S	58 59	5:
Contractor:	(Anoccos		.1.1-+ 45	i Avimata value	of the same.
Please list wha	t portions of the work on anticipate sublettin	; if any you intend to s g it to a minority or w	oman owned co	intractor, or u	either.
<u> </u>	Trade	Approx. S Value	Minority or	Woman Own appropriate c	d Business olumn
			Minority	Woman	Neither
Electrica					Х
Dietifica		, , , , , , , , , , , , , , , , , , ,			
<u> </u>					
				Ì	
		- unt constitute accer	ifance by the	City of minor	ity:

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

	Confractor Name & Address	Approx & Value	Rusiness	or Woman Owned	
			Minority	Woman	Neithe
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	Electric				
	Suo Main	54			
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me of Contract Signature se or print na	me/title: Dennis Lucas,	President Date 6/20/2017	, or supplies	,	

STATE OF NEW JERSEY **BUSINESS REGISTRATION CERTIFICATE**

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

TAXPAYER NAME:

TRADE NAME:

STARLITE ELECTRIC LLC

ADDRESS:

29 NATE LANE HOWELL NJ 07731 **EFFECTIVE DATE:**

05/26/04

SEQUENCE NUMBER:

1089595

ISSUANCE DATE:

07/13/05

Direct
This Corlincate is NOT assignable or transferable FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above accross

5 Wells

policement control exists and a control of the cont STATE OF NEW JERSEY Certificate-of Authority

DIVISION OF TAXAT ON TRENTON, N J 08695

Robert K. Thompson

Director, Division of Taxation

Languagy gyay ana ang kalang kalang kalang kalang kalang kalang kalang kalang kalang kalang kalang kalang kalang The purson, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to:N.J.S.A. 54:328-1 ET SEQ.

This authorization is good QNLY for the named person at the location specified herein This authorization is null and void if any change of ownership or address is effected

STARLITE ELECTRIC LLC

29 NATE LANE

HOWELL NJ 07731

Tax Registration No:

Tex Effective Date: 11-05-04

Document Locator No I0000182272

Date Issued: 06-16-04

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

State Of New Jersey New Jersey Office of the Attorney General Division of Consumer Affairs

THIS IS TO GERTIFY THAT THE Board of Exam. of Electrical Contractors

HAS LICENSED

DENNIS J. LUCAS 260 Main Street Suite 1 Keansburg NJ 07734

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

PLEASE DETACH HERE IF YOUR LICENSE/HEGISTRATION/ CENTIFICATE ID CARD IS LOST PLEASE NOTIFY: BOOKE OF ENAME OF SLOUTIGES COME Cleutrical Contrac

PLEASE DETACH HERE

P.O. How 45006 Bowaik, MJ 07101

02/09/2015

TO 03/31/2018

34EI01060600 CICENSEREGISTRATION CERTIFICATION #

ACTING DIRECTOR

Signature of Licensuc Houseast Conficence House

DENNIS J. LUCAS

EXPIRATION DATE 2018 34EI 01060800 .. PLEASE USE ITINALL

YOUR LICENSEREGISTRATION/CERTIFICATE NUMBER IS COARESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS USE THIS SECTION TO REPORT ADDRESS CHANGES YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW

> Beard of Exam. of Electrical Contractors P.O. Box 45008 Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSEREGISTRATION CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC

PRINT YOUR NEW MAILING ADDRESS HELOW YOUR MAKING ADDRESS IS THE ADDRESS THAT WILL BE USED BY THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL CORRESPONDENCE

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BUSINESS !

TELEPHONE INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed. It should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

State Of New Jersey New Jersey Office of the Attorney General **Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE Board of Exam. of Electrical Contractors

HAS LICENSED

STARLITE ELECTRIC LLC DENNIS J LUCAS 260 Main Street Suite 1

Keansburg NJ 07734

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

from Jorship Allico of the Afforsoy General Distrom off, organism Allens N 1

PLEASE DETACH HERE IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:

Board of Exam. of Slontrial Contra

PLEASE DETACH HERE -

P.C. BOX 45056

HOWATK, HJ 07101

VALID

02/17/2015 TO 03/31/2018

Saraturo of Exensee Regulant Certicale Folia-

ACTING DIRECTOR

34EB01060600

LICENSE/REGISTRATION/CERTIFICATION #

STARLITE ELECTRIC LLC

EXPIRATION DATE 2018 YOUR LICENSEREGISTRATION CERTIFICATE NUMBER IS 34EB 01060600 . PLEASE USE IT IN ALL CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS USE THIS SECTION TO REPORT ADDRESS CHANGES YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED

> Board of Exam. of Electrical Contractors P.O. Box 45006 Nawark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE REGISTRATION CERTIFICATE AND IT MAY BE MADE AVAILABLE TO THE PUBLIC

PRINT YOUR NEW MAILING ADDRESS BELOW
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL CORRESPONDENCE

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If the law governing your profession requires the current license registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Certification 40116

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State-Freasurer has approved sald-report. This approval will remain in effect for the period of 15-UN-2014. to 15-UN-2021

STARLITE ELECTRIC, LLC 260 MAIN STREET

KEANSBURG

Andrew P. Sidamon-Erislolf State Treasurer



Registration Date: 04/02/2016 Expiration Date: 04/01/2018

State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s): Dennis Lucas, Vice-President



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

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



New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1069595 FOR STARLITE ELECTRIC LLC IS $\underline{\text{VALID}}$.



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

City Clerk File No.	Res.17-619	VIERSI
Agenda No	10.Z.10	LET ROSPE
Approved:	JUL 1 9 2017	E
TITLE:		

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO JEWEL ELECTRIC SUPPLY COMPANY FOR ELECTRICAL EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, electrical equipment and supplies are needed for the Division of Buildings & Street Maintenance; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Jewel Electric Supply Company, 455 Third Street, Jersey City, New Jersey 07302 is in possession of State Contract A85578, and submitted a proposal in the amount of fifty thousand dollars (\$50,000.00) for the purchase of electrical equipment and supplies; and

WHEREAS, funds are available for this contract in the **Operating Account**;

Acet #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-291-211	125540	A85578	\$50,000.00	\$5,000.00

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

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

- A contract in the amount of \$50,000.00 for electrical equipment and supplies is awarded to Jewel Electric Supply Company.
- 2. The term of the contract shall be effective July 20, 2017 through December 31, 2017.
- 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 administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A., 40A:5-1 et seq.
- 5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

Continuation of Resol	ution			_		Pg. #2	
City Clerk File No	R	es.17-619					
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RESOLUT	ION AUT	THORIZING	AN AWARD	OF CO	NTRACT TO JEV	VEL ELECTRIC	2
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CONTRAC	T FOR T	HE DEPAR	TMENT OF PU	BLICW	ORKS, DIVISION	OFBUILDINGS	6
& STREET	MAINT	ENANCE					-
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1	1	OSBO	RNE /	/	WATTERMAN		
BOGGIANO	<u>, </u>	ROBIN		/	LAVARRO, PF	7	
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Adopted at a meetii	ng of the N	Municipal Co	uncil of the City	of Jers	ey City N.J.		
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Rolando R. La	varro, Jr., Pre	sident of Council	·		Robert Byrne	, City clerk	
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RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO JEWEL ELECTRIC SUPPLY COMPANY FOR ELECTRICAL EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE.

rroject Manage				
Department/Div			Buildings and Street Maintenance	
Name/Title	Douglas Carlucci		Buildings Director	•
Phone/email	201-547-4432		dcarlucci@jcnj.org	
Note: Project M Contract Purpo	fanager must be available by ph	one during agenda meetin	g (Wednesday prior to council meeting @ 4:0	00 p.m.)
The purpose of Provide > Jewel I	f this resolution is to provi- e assorted light bulbs and e Electric is a local Jersey Ci spent about \$40,000.00 in 2	electrical equipment.		
Cost (Identify a	li sources and amounts)	Co	ntract term (include all proposed r	: enewals)
Contract amou	-211 (Buildings Operating) nt = \$50,000.00 cumbrancy =\$5,000.00) Co	ntract is valid until 12/31/17.	
Type of award	State Contract Resolution	n		
If "Other Excep Additional Infor	tion", enter type			
State of Control of Co	Contract # 85578	n are accurate.		
Signature of De	partment Director	<u>C/J9/17</u> Date 6/3 <i>0</i> /19	-	
Signature of Pur	rchasing Director	Date	_	
	7			



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

JEWEL ELECTRIC SUPPLY CO

Trade Name:

Address:

455 3RD STREET

JERSEY CITY, NJ 07302-2299

Certificate Number:

0062178

Effective Date:

July 12, 1927

Date of Issuance:

June 29, 2017

For Office Use Only:

20170629133413831

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.

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Business Name:	JEWEL.	ELEATH	· CCC	· · · · · · · · · · · · · · · · · · ·	11
	445			** / · · · · · · · · · · · · · · · · · ·	
Telephone No: _	361-6	53-16.	areas .		
Contact Name:	#Seb	K. CRUI			
	plicable category : y Owned Busines: Bus	i	Minority&	Woman Owned	
Woman	Owned business	(WBE)	Neither	455 THI	ELECTRIC RD STREET CITY, NJ 1613 07302
Minority Business	s 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

a person of Mexican, Puerto Rican, Central or South American or other Hispanic:

non-European Spanish culture or origin regardless of race.

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

Asian:

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.

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, exced, 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 Aftirmative 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/trensury/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.I.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mendatory 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 falls to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

el. No.: 2.6 16.3 16.3 Date: 75/33/1

JEWEL ELECTRIC 455 THIRD STREET JERSEY CITY. NJ 201-653-1613 07302

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

	O Karana	
provisions of Title 11 of the Ar seq.), which prohibits discriminal and activities provided or made a cover pursuant there unto, are made a cover pursuant to this contract, the Act. In the event that the calloged to have violated the Act in any action or administrative protect, and save harmless the contract, lesses, demands, or damalised violation. The contract legal services and any and allow or incurred in connection there procedure, the contractor agree grievance procedure. If any actions, or if the owner hacus are to its grievance procedure, the contractors, the contractors agree that are procedure, the contractor agree owner, or if the owner hacus are to its grievance procedure, the contractors, the	noticems With Disholication on the basis of continuous publication of this contract. In the contractor, its agents, a during life performance where, its agents, sorvers, its agents, sorvers, of whetever kind of the contractor of whetever kind of the contractor with and all contractor about a with. In any and all contractor about a with contractor about a with contractor about a stronger of the contractor about a performance of the contractor about a part of the contractor about a production of the contractor about a production of the contractor about a production of the contractor about a production of the contractor about a public of the contractor and the contract	(hereafter "owner") do hereby agree that the lities Act of 1990 (the "Act") (42 U.S.C. S121 01 of ilsability by public entities in all services, programs, entities, and the rules and regulations promulgated providing any aid, benefit, or service on behalf of the hat the performance shall be in atrict compliance with servants, employees, of subcontractors violate or are cortists contract, the contractor shall defend the owner i pursuant to this Act. The contractor shall indemely, its, and employees from and against any and all suits, it or nature arising out of or obtained to arise out of the case, appear, defend, and pay any and all charges for arising from such action or administrative proceeding implaints brought pursuant to the owner's gilevance sion of the evener which is rendered pursuant to said receding results in an award of damages against the clation of the ADA which has been brought pursuant and discharge the same at its own expense.
The contractor along with full	dicable after a claim ble control of the control of	as been made against it, give written notice thereof to ulars of the claim, If any notion or administrative

The ownershall, as soon as amoticable 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 notion or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditionally 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 end 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, project, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indomnify or save harmless the contractor, its agents, expents, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Burthermore, the contractor expressly understands and agrees that the provisions of this indomnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to policye 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.

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Representative's Hamel					
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Pel. No.: 3 - 6 33	16.5		Datei	<u> </u>	

JEWEL ELECTRIC 455 THIRD STREET JERSEY CITY, NJ 201-653-1613 07302



State of New Jersey DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

CHRIS CHRISTIE

Lt. Governor

Governor PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. Box 230
KIM GUADAGNO TRENTON, NEW JERSEY 08625-023

Trenton, New Jersey 08625-0230 https://www.njstart.gov FORD M. SCUDDER
State Treasurer

JIGNASA DESAI-MCCLEARY

Directo

Change Order (Contract Amendment) #04 T-0167

Bid Solicitation {RFP} #14-X-22662 Master Blanket Purchase Order (Blanket PO) {Contract} #85578, 85579, 85580, 85581, 85582 and 82283

TO:	Various State Agencies and Cooperative Purchasing Participants
DATE:	December 13, 2016
FROM:	Commodities Unit
SUBJECT:	Electrical Equipment and Supplies - North, Central and South Regions
Blanket PO {Contract}Period:	January 2, 2014 to December 31, 2015
1 st Extension: 2 nd Extension:	January 1, 2016 to December 31, 2016 January 1, 2017 to December 31, 2017

Please be advised that the following Blanket POs {Contracts} have been extended for an additional one (1) year period. This extension period will begin January 1, 2017 and will expire on December 31, 2017.

	Vendor (Contractor)	Blanket PO {Contract} #
	Griffith Electric Supply Co.	A85580
¥.	Jewel Electric Supply Co.	A85578
"	Keer Electrical Supply Co., Inc.	A85583
	Pemberton Electrical Supply Co.	A85579
	United Electric Supply Co.	A85581
	Linden Electric	A85582

All other pricing, terms and conditions will remain the same. Please retain a copy of this Change Order {Contract Amendment} with your Notice of Award for future reference.

State of New Jersey Department of the Treasury	
— Division of Purchase and Property	-

			ernor Kim Guadagno
Search	All of NJ	\vee	
NJ Home Services	A to Z] De	partn	rents/Agencies FAQs

Notice of Award Term Contract(s)

T-0167 **ELECTRICAL EQUIPMENT AND SUPPLIES** NORTH, CENTRAL AND SOUTH REGIONS

Vendor Information	
By Vendor	
RFP Documents	
Email to DOREJCA HOLT	

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

Download All Documents

- Contractors-At-A-Glance Adobe PDF (67 kb)
- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (33 kb)
- Amendment #1 Contract Assignment Adobe PDF (13 kb)
- Amendment #1 Contract Assignment Adobe PDF (13 kb)

 Amendment #2 Contract Extension #1 to 12/31/2016 Adobe
- Amendment #3 Contract Assignment Adobe PDF (23 kb)
- Amendment #4 Contract Extension #2 to 12/31/2017 Adobe PDF (119 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

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

NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-0167
Contract #:	VARIOUS
Contract Period:	FROM: 01/02/14 TO: 12/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22662
Bid Open Date:	09/04/13
CID #:	1040480
Commodity Code:	285-14
Set-Aside:	SMALL BUSINESS CAT 1, 2, & 3

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator PO Box 230 Trenton, NJ 08625 (609) 984-7047

In the event of an emergency, contact the following in the order listed:					
DOREICA HOLT	PROCUREMENT SPECIALIST	609-292-4700			
JACQUELINE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239			
DAVID REINERT ASSISTANT DIRECTOR 609-292-0206					
	PUB DATE:	01/11/17			

455 3RD STREET JERSEY CITY, NJ 07302 Contact Person: ROBERT KILROY Contact Phone: 201-653-1613 Order Fax: 201-653-5470 Contract#: 85578 Expiration Date: 12/31/17 Terms: NONE Delivery: 2 DAYS ARO Small Business Enterprise: YES		VENDOR INFORMATION
Contact Person: WILLIAM GOODWIN Contact Phone: 609-695-6121 Order Fax: 609-695-7608 Contract#: 85580 Expiration Date: 12/31/17 Terms: NONE Delivery: 2 DAYS ARO Small Business Enterprise: NO Women Business Enterprise: NO Cooperative Purchasing *: YES * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? Vendor Name & Address: JEWEL ELECTRIC SUPPLY CO 455 3RD STREET JERSEY CITY, NJ 07302 Contact Person: ROBERT KILROY Contact Phone: 201-653-1613 Order Fax: 201-653-5470 Contract#: 85578 Expiration Date: 12/31/17 Terms: NONE Delivery: 2 DAYS ARO Small Business Enterprise: NO Women Business Enterprise: NO Women Business Enterprise: NO Women Business Enterprise: NO Women Business Enterprise: NO Women Business Enterprise: NO Cooperative Purchasing *: YES * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING	Vendor Name & Address:	5 SECOND STREET
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Minority Business Enterprise: Women Business Enterprise: *WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? Vendor Name & Address: JEWEL ELECTRIC SUPPLY CO 455 3RD STREET JERSEY CITY, NJ 07302 Contact Person: ROBERT KILROY Contact Phone: 201-653-1613 Order Fax: 201-653-5470 Contract#: 85578 Expiration Date: 12/31/17 Terms: NONE Delivery: 2 DAYS ARO Small Business Enterprise: NO Women Business Enterprise: NO Women Business Enterprise: NO Cooperative Purchasing *: * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING		
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	METERS,	l I		i	1
	CIRCUIT BREAKERS				
ľ	TRA-SER COMMODITY GROUP: 3000				
	BRAND: CUTLER-HAMMER				
	NORTH, CENTRAL & SOUTH REGIONS				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	COMM CODE: 285-14-017739 [ELECTRICAL EQUIPMENT AND SUPPLIES,]	1.000	EACH	50.00%	· N/A
	ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: DISTRIBUTION EQUIPMENT INCLUDING SWITCHGEAR, LOAD CENTERS, METERS, CIRCUIT BREAKERS				
	TRA-SER COMMODITY GROUP: 3000				
	BRAND: SIEMENS-ALLIS				
	NORTH, CENTRAL, AND SOUTH REGIONS				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	COMM CODE: 031-40-017773 [AIR CONDITIONING, HEATING, AND]	1,000	EACH	55.00%	N/A
	ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: FANS AND BLOWERS				
	TRA-SER COMMODITY GROUP: 6700				
	BRAND: BROAN		<u> </u>		
	NORTH, CENTRAL, AND SOUTH				
	REGIONS				
	REGIONS	Contract Nu	mber: 8	5578	
	REGIONS : JEWEL ELECTRIC SUPPLY CO	Contract Num	mber: 8	%	UNIT PRICE
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO		I		UNIT PRICE
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND	EST QUANTITY	UNIT	% DISCOUNT	
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES:	EST QUANTITY	UNIT	% DISCOUNT	
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: BOXES & COVERS	EST QUANTITY	UNIT	% DISCOUNT	
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: BOXES & COVERS TRA-SER COMMODITY GROUP: 2700	EST QUANTITY 1,900	UNIT	% DISCOUNT 53.00%	
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: BOXES & COVERS TRA-SER COMMODITY GROUP: 2700 BRAND: APPLETON NORTH AND CENTRAL REGIONS	EST QUANTITY 1,000	UNIT	% DISCOUNT 53.00%	N/A UNIT PRICE
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: BOXES & COVERS TRA-SER COMMODITY GROUP: 2700 BRAND: APPLETON NORTH AND CENTRAL REGIONS	EST QUANTITY 1,900	UNIT	% DISCOUNT 53.00%	N/A
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: BOXES & COVERS TRA-SER COMMODITY GROUP: 2700 BRAND: APPLETON NORTH AND CENTRAL REGIONS DESCRIPTION/MFGR/BRAND COMM CODE: 280-75-066329 [ELECTRICAL CABLE AND WIRE,	EST QUANTITY 1,000	UNIT	% DISCOUNT 53.00%	N/A UNIT PRICE
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: BOXES & COVERS TRA-SER COMMODITY GROUP: 2700 BRAND: APPLETON NORTH AND CENTRAL REGIONS DESCRIPTION/MFGR/BRAND COMM CODE: 280-75-066329 [ELECTRICAL CABLE AND WIRE, NOT] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES:	EST QUANTITY 1,000	UNIT	% DISCOUNT 53.00%	N/A UNIT PRICE
Vendor LINE# 00001	REGIONS : JEWEL ELECTRIC SUPPLY CO DESCRIPTION/MFGR/BRAND COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: BOXES & COVERS TRA-SER COMMODITY GROUP: 2700 BRAND: APPLETON NORTH AND CENTRAL REGIONS DESCRIPTION/MFGR/BRAND COMM CODE: 280-75-066329 [ELECTRICAL CABLE AND WIRE, NOT] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: WIRE, CABLE & CORDS	EST QUANTITY 1,000	UNIT	% DISCOUNT 53.00%	N/A UNIT PRICE

INE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
i	COMM CODE: 280-75-066330 [ELECTRICAL CABLE AND WIRE, NOT]	1.000	EACH	69.00%	N/A
	ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: WIRE, CABLE & CORDS				
	TRA-SER COMMODITY GROUP: 0000				
	BRAND: AMERICAN INSULATED WIRE				
	NORTH AND CENTRAL REGIONS	FOT		%	
.INE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	DISCOUNT	UNIT PRICE
00035	COMM CODE: 285-54-017690 [ELECTRICAL EQUIPMENT AND SUPPLIES,]	1,000	EACH	50.00%	N/A
	ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES:				
	INDOOR LIGHTING FIXTURES, WITHOUT LAMPS; EXCLUDING PORTABLE				
	TRA-SER COMMODITY GROUP: 7200				
	BRAND: GENERAL ELECTRIC				
	NORTH AND CENTRAL REGIONS		<u> </u>	0/	
INE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 285-58-017801 [ELECTRICAL EQUIPMENT AND SUPPLIES,]	1.000	EACH	50.00%	N/A
	ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: EMERGENCY LIGHTING UNITS				
	TRA-SER COMMODITY GROUP: 7260				
	BRAND: DUAL-LITE				
	NORTH AND CENTRAL REGIONS				
Vendo	: KEER ELECTRICAL SUPPLY CO INC	Contract Nu	nber: 8	5583	
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	COMM CODE: 285-64-017727 [ELECTRICAL EQUIPMENT AND SUPPLIES,]	1.000	EACH	32.00%	N/A
	ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES:				
	MOTOR CONTROLS AND ACCESSORIES				
	TRA-SER COMMODITY GROUP: 4000 BRAND: SOUARE D				
	NORTH REGION				
		1			
Vendo INC	: LINDEN ELECTRIC WHOLESALERS	Contract Nu	mber: 8	-	
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 285-58-017801 [ELECTRICAL EQUIPMENT AND SUPPLIES,]	1.000	EACH	50.00%	N/A
	ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES:				

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

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City Clerk File No	Res. 17-620				(6 <u>]</u>]	ERSE
Agenda No.	10.Z.11			-	A CITE	SEE SEE
Approved:	JUL 1 9 2017				E	到
TITLE:						SSI SSI

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EMERGENCY EQUIPMENT SALES LLC FOR VARIOUS PARTS AND REPAIRS TO FIRE TRUCK 76308 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited quotes for the parts and repairs to fire truck 76308; and

WHEREAS, attempts to obtain a minimum of two quotes or proposals were made based on the service criteria and responsiveness; and

WHEREAS, the Purchasing Agent certifies that it is impracticable to solicit additional quotes because Emergency Equipment Sales LLC is the only service dealer in the state of New Jersey; and

WHEREAS, Emergency Equipment Sales LLC, 4 Young Road, Trenton, New Jersey 08619 submitted a quote in the amount of thirty six thousand, six hundred dollars and ninety nine cents (\$36,600.99); and

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

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

WHEREAS, the Director of the Division of Automotive Maintenance 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 are available for this contract in the **Operating Account**;

<u>Account</u>	<u>PO #</u>	Total Contract
01-201-26-292-314	125566	\$36,600.99

(Continued on Page 2)

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1.			mount of \$36,600. ency Equipment Sa		and repairs to fire truc	k 76308 is
2.	The term	of the co	ntract shall be com	pleted upon the	delivery of the goods	or services.
3.	Unon cer	tification	by an official or ex	mnlovee of the (City authorized to rece	ive the
٥,	services ;	pursuant t	to the contract, that	the same has be	een received and that t	he
					contractor shall be m	
	accordan	ce with tr	e provisions of the	Local Fiscal A	ffairs Law, <u>N.J.S.A</u> . 40	υΑ:5-1 <u>et seq</u> .
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4.					r 271 Political Contrib ance with the City's C	
	to-Play R	Reform Or	dinance, and the D	etermination of	Value Certification, a	ttached hereto
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	and inco	rporated h	erein by reference,	, shall be placed	on file with this resolu	unon.
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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 EMERGENCY EQUIPMENT SALES LLC FOR VARIOUS REPAIRS TO FIRE TRUCK 76308 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4400	ortizh@jenj.org

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

Contract Purpose

- ♣ There is need to repair fire truck 76308.
- ♣ Fifth wheel assembly is required.
- ♣ Pivot pin
- ↓ Vendor is the official Seagrave Dealer

· vender is the official ocagiave beater		
Cost (Identify all sources and amounts)	Contract term (include all proposed renewal	
01-201-26-315-314 (Automotive Operating) Total Contract =\$36,600.99	One time repair.	
Type of award Non Fair and Open		
If "Other Exception", enter type Additional Information		
I certify that all the facts presented herein are accu	rate.	
Signature of Department Director Dat	<u>5//)</u>	
Signature of Purchasing Director Da	5/17 te	
2.1		

DETERMINATION OF VALUE CERTIFICATION

- I, Patrick G. Stamato, of full age, hereby certify the following:
- 1. I am the Director for the Department of Public Works.
- 2. There exists a need for repair and to fire truck 76308.
- 3. The City informally solicited quotations for such services.
- 4. The Department's recommendation is to award a contract to Emergency Equipment Sales LLC.
- 5. The cost of the Contract exceeds \$17,500,00.
- 6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
- 7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

Patrick G. Stamato, DPW Director



Emergency Equipment Sales 119 Winterwood Avenue Ewing, NJ 08638-1838

Phone 1-877-337-8885 - Fax (609) 587-8894

SERVICE ESTIMATE

Date	Quote #
5/30/2017	17-0297

Name / Address	·
Jersey City Public Works	

Emergency Equipment Sales is the OFFICIAL SEAGRAVE DEALER serving New Jersey and Eastern PA.

//**/	PPCCT	T	COM
WWW.	EESSL	LC.	CUM

Unit#	MFG	Vin#
TDA	Seagrave	#76308

Description	Qty	Rate	Total
Fifth Wheel Assembly (4-6wk leadtime)	1	28,918.40	28,918.40
Pivot Pin, Tunnion (2-3wk leadtime)	2	622,465	1,244.93
Tunnion Washer (Stock)	2	38.00	76.00
Nut, Trunnion (Stock)	2	216.665	433.33
Bushing, Trunnion (2-3wk leadtime)	2	326.665	653.33
Shipping and handling (Estimated Freight)	ī	250.00	250.00
New Misc Hardware to complete repair - Stainless, steel, nuts, bolts, screws, washers, cable ties, fasteners ect.	1	45.00	45.00
Lubricants, cleaners, solvents, degreasers, and misc supplies to complete the lob.	l	100.00	100.00
New Fifth Wheel upper and lower bolts with washers	80	15.00	1,200.00
Labor for Aerial Device. Disassemble all components to split tractor from traller to replace defective fifth wheel. Replace fifth wheel and reassemble.	1	3,680.00	3,680.00
Truck: #76308 - Jersey City, NJ			
EES IS THE ONLY AUTHORIZED SEAGRAVE DEALER TO PERFORM THIS REPAIR			
*Please provide billing and shipping address	į		
NOTE: We will advise if any hydraulic lines or other components should be replaced during repair. Sales Tax		7.00%	0.00

Please sign, date, and return estimate to place order.

Total \$36,600.99

WE WILL ATTEMPT TO BEAT OR MATCH ANY QUOTE PROVIDED BY ANY OTHER VENDOR. YOUR SATISFACTION IS IMPORTANT TO US!

Signature	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

EMERGENCY EQUIPMENT SALES, LLC

Trade Name:

Address:

119 WINTERWOOD AVE.

EWING, NJ 08638

Certificate Number:

1311783

Effective Date:

March 21, 2007

Date of Issuance:

July 05, 2017

For Office Use Only:

20170705122305588

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: Emergency Equipment Sales, LLLC Address: 119 Winterwood Ave City: | Zip: 08638 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. Robert J. Evans President Printed Name Signature Part II - Contribution Disclosure Disclosure requirement: Pursuant to N.I.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit. Check here if disclosure is provided in electronic form. Contributor Name Recipient Name Date Dollar Amount NONE Check here if the information is continued on subsequent page(s)

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filling, ownership disclosure can be met by providing links to the website(s) containing the last annual filling(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page#e

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Robert J. Evans	3 Kings Ct. Columbus, NJ 08072
Todd C. Fell	11 Spring Dr. Burlington, NJ 08016

Part IV Certification

I, being duly swom upon my path, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer, that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Robert J. Evans	Title:	President
Signature:	Rober LC	Date:	June 22, 2017

STATEMENT OF OWNERSHIP DISCLOSURE N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Namo	of Organization: Emergency	/ Equipment Sales, LLC	
Organ	ization Address: 119 Winterv	wood Ave. Ewing, NJ 08638	
<u>Part</u>	I Check the box that represents t	the type of business organization:	
	ole Proprietorship (skip Perts II and I	II, execute certification in Part IV)	
	on-Profit Corporation (skip Parts II a	nd III, execute certification in Part IV)	
Fc	ir-Profit Corporation (any type)	Limited Liability Company (LLC)	
	irtnership	hip Limited Liability Partnership (LLP)	
	her (be specific):	All College Co	
<u>Part</u>			
The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)			
	OR		
	individual partner in the partnersh	ation owns 10 percent or more of its stock, of any class, or no nip owns a 10 percent or greater interest therein, or no npany owns a 10 percent or greater interest therein, as the V)	
(Pleas	e attach additional sheets if more space		
Nam	e of Individual or Business Entity	Home Address (for Individuals) or Business Address	
Ro	bert J. Evans	3 Kings Ct. Columbus, NJ 08072	
То	dd C. Fell	11 Spring Dr. Burlington, NJ 08016	
	The state of the 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 - Veridor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Emergency Equipment Sales, Liname of business entity) has not made any reportable contributions in the **one-year period preceding June 2017 (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 Emergency Equipment Sales, 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.

this 30 day of June , 2017.
My Commission expires:

DEBRA L'STOTLAND

ID # 2318147 NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires August 11, 2019

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

(Print came & title of afflant)

(Corporate Scal)

CHUPPINGE DREAM to Make or what Continues to Service Ord. IS 120 and

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, succestry, marrial 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 Faderal law and applicable Federal count 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

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 underrigate resider cartifies on their company's receipt, imprising and commisses to comply with:

EXHIBIT A

N.I.S.A. 16:531 and N.I.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Comments
(Mandalony Affirmative Action Lappungs)

The underlighted vendor further agrees to furnish the required forms of evidence and

understands that their contracticompany's bid shall be rejected as non-responder it said contractor falls to comply with the requirement of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.	tat
Representatives Remediate (Friet): Robert J. Evans, President	
Representative's Signature: Rollet 4 C-	
Name of Company: Emergency Equipment Sales, LLC	
THE No.: 609-587-8885 DAME JUDG 22, 2017	

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

Robert J. Evans Emergency Equipment Sales, (hereign country) do hereby agree that the previsions of Title 11 of the Americans With Dissbillties Act of 1990 (the "Act") (42 ILS.C. S121 01 et seq.), which probibite discrimination on the basis of disability by public onlines in all services, progresse, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant liners unto, are made a part of this contract. In providing say ski, 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, his agents, servants, employees, or subcontractors violate or are alloged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced purcuent to this Act. The contractor shall indemnify. protect, and save harmless the owner, its aroute, servants, and counterest from and against any and all sales. claims, losses, demands, or demants, of whatever kind or nature arising out of or claimed to arise out of the allogical violation. The confractor shall, at its own expense, appear, defend, and pay any and all chaiges for local services and any and all costs and other expenses arising from any heating or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grisyance propedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. Hapy action or administrative proceeding results in an award of damages against the cwast, or if the owner incurs any expense to ours a violation of the ADA which has been brought pursuant to its grisvance procedure, the contractor shall esting and discharge the same at he own expense.

The owner shall, as soon as practicable after a clairs 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 it brought against the owner or any of its agants, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, semmons, 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 persuant to this contract will not relieve the contractor of the obligation to comply with the Acc and to defind, indemnify, protect, and now harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to Indemnify or save harriess the contractor, its agents, servants, employees and subcentractors 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 solicies available to it under any other provisions of the Agreement or otherwise at law.

Representativo's Name/Title Representativo's Signatura:	Prince Robert J.	Evans, President
Representativo's Signaturo:	Koon Co	- Treet
Vame of Company: Eme	rgency Equipmen	nt Sales II.C .
rel No. 609-587-8885	i	Date: June 22, 2017

Minority/Woman Business Enterprise (MWBE) Ouestionnaire for Biddlers

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:	Emergency Equipment	Sales, LLC	
Address:	119 Winterwood Ave.	Ewing, NJ 08638	
Telephone No. :	609-587-5027		
Contact Name:	Robert J. Evans		•
Please check appli	cable category:		
Minority	Owned Business (MBE)	Minority& Woman Owned Business (MWBB)	•
Woman (Owned business (WBE)	X Neither	
•	4 -		

Definitions Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorchip, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanio, 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 of origin regardless of race.

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

American Indian or Alaskan Natives 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

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 FURCHASING COPY

Cerposium A 2108

THE RESTREATE OF EMPLOYEE PROPERTY OF THE PR

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

City Clerk File No	Res. 17-621	
Agenda No.	10.2.12	
Approved:	JUL 1 9 2017	



TITLE:

RESOLUTION AUTHORIZING AND RATIFYING A CONSULTING CONTRACT WITH WAGNER HOHNS INGLIS INC. TO ASSIST THE CITY OF JERSEY CITY WITH THE WEST DISTRICT POLICE PRECINCT

COUNCIL

offered and moved adoption of the following

resolution:

WHEREAS, the City of Jersey City (the "City") West District Police Precinct building was delayed in its construction;

WHEREAS, APS CONTRACTING, Inc. (the "Contractor") was terminated and the surety (the "Surety") was called;

WHEREAS, the City requires consultant services to assist in calculation of delays and damages, and to assist in meetings with the Surety;

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City solicited two quotes for experts in construction delay / disruption / loss of productivity analysis, including from Wagner, Hohns, Inglis, Inc., 1300 Route 73, Mount Laurel, NJ 08054, which submitted a proposal in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00); and

WHEREAS, the City believes the proposal of Wagner, Hohns, Inglis, Inc., attached hereto, to be the most advantageous, price and other factors considered; 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, this contract shall expire when the services are complete or within two (2) years, whichever is sooner; and

WHEREAS, funds in the amount of \$15,000 are available in Account No. 17-01-201-20-155-312

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

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

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

WHEREAS, the City and consultant have agreed to the services agreement attached hereto as Exhibit A.

ontinuation of F ity Clerk File No	D 1	l 7 -621				Pg.#	2
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NOW					11 0.1 G	0.1 G!:	
NOW, a	THEREFORE, I	BE IT RESOLVED	by the Munic	ipai Co	uncil of the City	or Jersey Cit	У
1) The Mayor (or Business Adminis	strator is auti	horized	to execute the	contract wit	h
•	Wagner, Hoh	ns, Inglis, Inc.for co	onsulting serv	vices, a			
	necessary to e	ffectuate the purpose	of this resolu	ution.			
2	2) Pursuant to N.	J.A.C. 5:30-5.5(c)2,	the continuati	on of th	ne contract after th	ne expenditur	e
-	of funds encu	mbered in the 2017	calendar year	tempo	rary budget shall	be subject t	0
	the availabili permanent bu	ty and appropriation	n of sufficie	nt fund	ls in the 2017	calendar yea	ır
	permanent ou	uget, and					
3	i) This Resolution	on shall take effect in	nmediately.				
	Mary	W	GI.I.	a 101	1.000		
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dopted at a n	neeting of the Mi	unicipal Council of th	ne City of Jer	sey Ci	ty N.J.	A	
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<u>Z</u> XV	Diam's Land	lost of Council			Robert Byrne, City	My Blerk	
Rolando	R. Lavarro, Jr., Presid	ICHT OF COURTIN			Loneit Dittie' Oit	77	

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	Ordin	ance/	Reso	Intion
T NX	11110	UI.	OI UIII	шиси		ииичи

Signature of Department Director

Full Title of Ord	inance/Resolution	
WAGNER HO		FYING A CONSULTING CONTRACT WITH THE CITY OF JERSEY CITY WITH THE WEST
Duoingt Managar	-	
Project Manage Department/Di		Law
Name/Title	Jason Watson	First Assistant Corporation Counsel
Phone/email	201-547-5229	JWatson@jcnj.org
		ng agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)
Contract Purpos		
the City.		
Cost (Identify al	ll sources and amounts)	Contract term (include all proposed renewals)
City Funds 17-01-201-20-1	55-312	One Year
Гуре of award	Direct/Open	
f "Other Excep	tion", enter type	
Additional Infor	rmation	
I certify that all	the facts presented herein are a	
		7.11.17

Date

CONSULTANT SERVICES AGREEMENT

Agreement made this day of , 2017 ("Agreement") between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 ("City") and Wagner Hohns Inglis, Inc., located at 1300 Route 73, Suite 301, Mt. Laurel, New Jersey 08054 ("Consultant").

WHEREAS, the Consultant submitted a proposal dated May 22, 2017 ("Consultant's Proposal"), in an amount not to exceed fifteen thousand dollars (\$15,000), attached hereto; and

WHEREAS, the City requires construction clams consultant services for the West District Police Precinct Project ("Project") to perform the services described in Consultant's Proposal which includes, but is not limited to, analyzing and determining the number of days the City can assess against APS (Project General Contractor) for liquidated damages due to delays caused by APS; and

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 Consultant services regarding the West District Police Precinct, in particular, to perform the services described in Consultant's Proposal which includes, but is not limited to, analyzing and determining the number of days the City can assess against APS (Project General Contractor) for liquidated damages due to delays caused by APS.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all of the required services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein

by reference. This Agreement and Consultant's 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 Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

- 2. Such described services shall be performed within a period of 90 days after execution of this Agreement.
- 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 produced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant may require the prior authorization of the governing body of the City.

ARTICLE III

Contractual Relationship

- 4. In performing the services under this Agreement and the Consultant's Proposal, 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.
- 5. Consultant shall perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

ARTICLE IV

Compensation and Payment

6. Compensation for the performance of Consultant services described in this Agreement will be in accordance with Consultant's Proposal, with a total contract amount not to

exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Hourly rates shall be in the amount set forth in Consultant's hourly fee schedule and include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements. Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent a specific agreement to an alternative fee arrangement, fees shall be computed by applying the negotiated hourly rate set forth in Consultant's hourly fee schedule to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from is deemed to be a certification by the Consultant and billing partner that all services and disbursements reflected on the bill are reasonable for the matter involved and necessary for the proper provision of services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise questions about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

Acceptable Fees/Charges

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested document(s))
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Office supplies
- Conference room charges

Out-of-pocket costs must be itemized and passed through with no markup

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group or block or disbursements without descriptions.

Prohibited disbursements

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

Copying/scanning

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

Couriers and Overnight Mail

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

Travel Expenses

Travel must be first approved by the Corporation Counsel, ideally as part of the budget. Consultant shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Consultant shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses.

Maintenance of Expense Records

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Travel and meal expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless

requested to do so by the City, Consultant shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

Vendor discounts must be passed through

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

7. Consultant shall submit to City monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

ARTICLE V

Insurance

- 8. Consultant shall purchase and maintain the required insurance during the term of this Agreement. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:
 - 1.) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
 - 2.) Workers Compensation with NJ statutory limits.
 - 3.) Automobile Liability in the amount of \$1,000,000 combined single limit.
 - 4.) Professional Liability in the amount of \$1,000,000 per occurrence and \$1,000,000 in aggregate.
- 9. 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.
- 10. 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.

ARTICLE VI

Personnel of the Consultant

11. Unless Consultant has otherwise received prior written authorization from the City's Corporation Counsel as set forth in 11a, Consultant shall not engage Third Party Vendors.

11a. Before engaging any Third-Party Vendor, Consultant must pre-clear that engagement with the City's Corporation Counsel. The City will not be responsible for Third-Party Vendor fees or costs unless that Third-Party Vendor's engagement was pre-approved by the City. Consultant shall only retain Third-Party vendors that are necessary and qualified based on familiarity with the project. The total cost of Third-Party Vendors shall not exceed 20% of the Consultant's base contract amount.

Consultant will pay all Third-Party Vendors directly and will bill the City for those services through incorporating those invoices into their own monthly bills to the City, including appropriate detail for reasonable review by City personnel. The City will not accept separate invoices from service providers directly to the City for payment. Third-Party Vendor payment arrangements shall be discussed in advance. The City may request Consultant to provide full copies of vendor invoices; Consultant therefore shall retain those invoices in accordance with IRS guidelines.

In addition, all Third-Party Vendors must execute a confidentiality agreement, as necessary. The fee and disbursement policies outlined herein and/or otherwise applicable to this proposal shall be made available to, and followed by Third-Party Vendors. It is Consultant's responsibility to confirm that all third party billings comply with City policies and agreements.

If Consultant receives a discount or rebate from a Third-Party Vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis.

12. 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

13. The Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Monthly Payment Schedule Report (see Section 7, above) 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

- 14. <u>Termination</u>: 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.
- 15. <u>Suspension</u>: 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

- 16. 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.
- 17. 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, Architectural, Traffic and Transportation of the City or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

18. 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

- 19. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).
- 20. 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).

- 21. 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

22. 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 Agreement. The Consultant is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

23. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of Consultant services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable. The Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

ARTICLE XIV

Entire Agreement

- 24. 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.
- 25. 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

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

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

Before final payment on the Agreement 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 Agreement, or shall attest that no subcontractors were used.

For the term of the Agreement, 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

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

Confidentiality

28. In the course of representing the City and working with Corporation Counsel's office, Consultant may gain access to nonpublic and confidential information. The City requires Consultant to maintain the confidentiality of such information both during and after the course of Consultant's work with the City. Consultant should have in place appropriate procedures to ensure the protection of all such information.

IN WITNESS WHEREOF,	the parties	hereto	have du	ly executed	this Agreemen	t on the
date set forth above.						
CITY OF JERSEY CITY						•
•	,				•	
JEREMY FARRELL CORPORATION COUNSEL						
COM ONATION COUNSEL						
Date:	_					
WAGNER HOHNS INGLIS, INC	J.					

RICHARD MERKHOFER EXECUTIVE DIRECTOR

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.I.S.A. 19:44A-3(n). (a) and (t)

for approper of one constant by the governing complete any of the lone	
committee; or political party committee representing the elec-	cted officials of the < name of entity of elected officials > as
defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).	** **
Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman
Part/II – Ownership Disclosure Certification I certify that the list below contains the names and horissued and outstanding stock of the undersigned.	me addresses of all owners holding 10% or more of the
Check the box that represents the type of business er	atity:
Partnership	prietorship Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation	Limited Liability Partnership
Name of Stock or Shareholder	Home Address
Robert M. Kobinson	5474 Riveredge Dr., Titusville, F1 32780
Amon Ackley	802 Aralon Pd., Winter Garden, F1 3478
William Epstein	2706 Treymore Drive, Orlando, FL 3282
·	
Part 3 - Signature and Attestation:	
The undersigned is fully aware that if I have misrepresented	in whole or part this affirmation and certification. Land/or
the business entity, will be liable for any penalty permitted u	
Name of Business Entity: Waner Wohns	halls /nc.
Name of Business Entity: VANEV WINKS Signed: Title:	executive Director
Print Name: KICKAND SMEKKASH, Date:	05-24-17
Time Ivanice / VI DO - I STORY DE STORY	100
Subscribed and sworn before me this A day of June Summer	(Affiant)
My Commission expires: 13123	Fight A S. Mer Chofer - Executive Director - (Corporate Seal)
DARYLE LOUISE	CAMILIAN Corporate sear

ID # 2355224
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 31, 2022

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
Wagher 4thru /69/U /hc (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 Wagner Hohns Inghs hus.
(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: Wagner Anhow Inglis Inc.
MAD
Signed Title: Executive Director
Pull the bill
Print Name Richard - Merkha froate: 05-24-17
Subscribed and sygon before me Lichard & Merthofu Excellence for
this A 4 day of 7 May 2019
My Commission expires: 3 22
(Print name Wille of affiant) (Corporate Seal)
DARYLE LOUISE SAWERS
¶ ID # 2355224
NOTARY PUBLIC STATE OF NEW JERSEY
My Commission Expires January 31, 2022

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name: VAGNE	R. HOHNS IN	GLIS INC	/	
Address: 1300 Novje			- · · · · · · · · · · · · · · · · · · ·	•
City: MTLAURED	State: N T	Zip: 0865	4	
/ he undersigned being authorized to			. ,	,
principle of the provisions of Norm. Signature Part II – Contribution Disclosure requirement: Pursual political contributions (more that committees of the government expression).	Printed Name Osure ot to N.J.S.A. 19:44A- on \$300 per election cy	Jerkhafer 20.26 this disclos	Title Title ure must include nonths prior to su	all reportable
•				<u>-</u>
Check here if disclosure is pro-			٠.	
Check here if disclosure is pro-		pient Name	Date	Dollar Amoun
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			Date	

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

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name:	Wagner Hohas Ingles Inc.	
Address:	1300 ROUTE 73 Mf. Carrel NJ 08054	_
Telephone No: _	609-261-0100	
Contact Name:	Richard J Merkhofer - Executive Dire	och
Please check applie	cable category:	
Minority	Owned Business (MBE) Minority & Woman Owned	
Business(MWBE)		
Woman	Owned business (WBE) Neither	
Definitions Minority Business En	nterprise	
Minority Business Ent 51% of which is owned Indian or Alaskan nativ	terprise means a business which is a sole proprietorship, partnership or corporation at leas d and controlled by persons who are African American, Hispanic, Asian American, America, defined as follows:	t rican
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 Asia, Indian subcontinent, Hawaii or the Pacific Islands.	East
America North affiliation or	an Indian or Alaskan Native: a person having origins in any of the original peoples of America and who maintains cultural identification through trib 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.

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STATE OF NEW JERSEY WAS ASSETTING
BUSINESS REGISTRATION CERTIFICATE DEPARTMENT OF TREASURY OF TREASURY OF THE PROPERTY OF THE P
TAXPAYER NAME: 11 11 11 11 11 11 11 11 11 11 11 11 11
WAGNER-HOHNS-INGLIS, INC-
ADDRESS: 1300 ROUTE 73. SUITE 301 MOUNT LAUREN NU 08054-2217
John Director
New Jersey, Division, of Revenue

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

City Clerk File No	Res. 17-622	
Agenda No.	10.Z.13	
Approved:	JUL 1 9 2017	

TITLE:

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



COUNCIL RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

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

WHEREAS, the City's current contract for the provision of psychological services expired on June 30, 2017; and

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

WHEREAS, New Pathway has agreed to provide counseling services for a one year period effective July 1, 2017 for a fee not to exceed \$39,500.00; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

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

WHEREAS, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

WHEREAS, funds in the amount of \$4,000.00 are available in the 2017 calendar year budget in account No. 01-201-23-220-312 Department of Administration; and

WHEREAS, the remaining contract funds will be made available in the 2017 permanent budget; and

WHEREAS, the continuation of the contract after the expenditure of funds encumbered under this resolution shall be subject to the appropriation of sufficient funds in the 2017 temporary and permanent fiscal year budgets.

Continuation of Resolu	rtion		Pg.# <u>27</u> 2
		7	. g
Agenda No.	Res. 17-622 10.Z.13 JUL 19 2017		
TITLE:			
SEI SEI	RVICES CONTRACT TO RVICES, INC. TO PROVE	THE AWARD OF A PROFESSION NEW PATHWAY COUNSELD DE COUNSELING SERVICES PLOYEE ASSISTANCE PROGRA	NG IN
NOW THERE	FORE, BE IT RESOLVED by	the Municipal Council of the City of	Jersey City that:
Business Adm psychological	inistrator is authorized to execut	n Counsel deems necessary or appropri te the attached agreement with New Pa of one year, effective July 1, 2017 and	thway to provide
<u>N.J.S.A.</u> 40A	:11-5(1) (a) of the Local Public	ve bidding as a "professional service" in a Contracts Law because the contract actice a recognized profession that is not contract.	et is for services
encumbered i	in the 2017 fiscal year tempor	inuation of the contract after the experary budget shall be subject to the scal year permanent budget and in the	availability and
has provided s	services in accordance with the co	oyee of the City authorized to attest the ontract, then; payment to New Pathwaj iscal Affairs Law, N.J.S.A. 40A:5-1	y shall be made in
Certification, and the Deter	Certification of Compliance wit	ation, Chapter 271 Political Contrib h the City's Contractor Pay-to-Play R attached hereto and incorporated her	eform Ordinance
		a newspaper of general circulation in fithe adoption of this resolution.	the City of Jersey
	accordance with the Local Budge	reby certify that funds are made a et Law, N.J.S.A. 40A:4-1 et seq.	vailable for this
, and the		Donna Mauer Chief Financial Office	r
APPROVED:	Business Administrator	APPROVED AS TO LEGAL FORI	7.10"
		Not Required	'ED 9-0
17	RECORD OF COUNCI	L VOTE ON FINAL PASSAGE 7	.19.17

4 Th		F	RECOR	D OF COUNCIL V	OTE C	N FIN	IAL PA	SSAGE 7.19	.17		
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GAJEWSKI	/			YUN	1/			RIVERA	1		
GADSDEN	17			OSBORNE	1			WATTERMAN	/_		
BOGGIANO	1			ROBINSON	1			LAVARRO, PRES.	1		
/ Indicator Vota					•			Λ.	W-Not	Votina (Ahstain

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

Rolando R. Lavarro, Jr., President of Council

DETERMINATION OF VALUE CERTIFICATION

Robert Kakoleski, of full age, hereby certifies as follows:

- 1. As Business Administrator of the City of Jersey City (City), I am the City's chief administrative officer.
- The City requires the services of psychologists and counselors to conduct services provided by an employee assistance program.
- 3. The City is awarding this contract without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- 4. The Administration's recommendation is to award the contract to New Pathway Counseling Services Inc. No other proposals were received for this service.
- 5. The term of the contract is one year effective July 1, 2017.
- 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:

Robert Kakoleski

Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolutio	Fall	l Title	of Ordin	ance/Re	esolutio
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RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC. TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM.

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

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

Contract	Purpose
----------	---------

To provide counseling services for employees and their eligible dependents, as per contractual union agreements.

Quote received from New Pathway Counseling Services: \$39,500.00

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Account: 01-201-23-220-312 \$39,500.00 — one year

One year (July 1, 2017 – June 30, 2018)

Type of award

Professional Service

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director,

7/6/2011 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(a). (c) and (c)

committee; or political party committee representing the el	lected officials of the < name of entity of elected officials > as
defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).	
Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson
Part II — Ownership Disclosure Certification I certify that the list below contains the names and h issued and outstanding stock of the undersigned. Check the box that represents the type of business of the partnership Corporation Sole Proposition	·
Limited Partnership Limited Liability Corporatio	4
Name of Stock or Shareholder	Home Address
FRMK L MATTIACE	39 STUMEY BROWCELD, MONTRILLE, NJ 07045
Name of Business Entity: NEW PATHWAY COUNTIES. Signed: Name: Family: NATHWAY COUNTIES. Print Name: Family: MATTIPSE. Subscribed and sworn before me this 10 day of	ed in whole or part this affirmation and certification, I and/or under law. S. Eling, INC Exac. Diesaral 6/9/17
My Commission expires: 17/13/3030	(Affiant) Jason Polte Assista Manuer (Print name & title of affiant) (Corporate Seal)

JASON J PIERRE
Notary Public - State of New York
NO. 01Pl6351867
Qualities in Kings County
My Commission Expires Dec 12, 2020

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that NEW PATHWAY COMSdiret (M) (name of business entity) has not made any reportable contributions in the **one-year period preceding			
(name of business entity) will not make any report 128.	able contributions in violation of Ordinance 08-		
PART II - Signature and Attestation:	,		
The undersigned is fully aware that if I have misrep certification, I and/or the business entity, will be lia	hio for our manufacture is a second		
Name of Business Entity: NZW DATHU	VAY COUNSELING FUC		
Name of Business Entity: NEW DATHU Signed:	Title: Ext. Dieceror		
Print Name: Famil L MATTIACE	Date: 6/8/17		
Subscribed and sworn before me this day 10 of boe, 2017.	(Affiant)		
My Commission expires: ۲۶/۱۶/১০১০	(Print name & title of affiant) (Corporate Seal)		
Notary Public Siets of Ordinance 08-128, Notary Public Siets of Ordinance 08-128 (Siets of Ordinance 0	, no contributions or solicitation of contributions made eptember 23, 2008) shall be deemed to be a violation of		

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.

no	o later than 10 days prior to the award of the	he contract.	
Part I - Vendor Information	1		
	PATHWAY COUNSELING SERVICES	Th1(
Address: 995 Brok	DWAY DOORSELLES	, 1100	
City: BAYONNE	State: NO Zip: 070	02	
Y			
ompliance with the provisions of	d to certify, hereby certifies that the submission	on provided herein r	epresents
omphance with the provisions of orm.	f N.J.S.A. 19:44A-20.26 and as represented	by the Instructions a	accompanying this
1			
State 1	Frank Matthew Printed Name	Site	ah-
The Malling	War Marsha	13/100	Na .
Signature	Printed Name	Title	
Part II - Contribution Dis	closure		
Disclosure requirement: Purs	uant to N.J.S.A. 19:44A-20.26 this disclos	sure must include:	all reportable
political contributions (more	than \$300 per election cycle) over the 12 i	months prior to su	bmission to the
committees of the governmen	nt entities listed on the form provided by the	ne local unit.	
Check here if disclosure is p	rovided in electronic form.		
Contributor Name	Recipient Name	Date	Dollar Amount
			\$
	·		

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of	f Business: NEW	PATHWAY	COUNSEING	SERVICES, INC
			the names and home anding stock of the	addresses of all stockholders holding undersigned.
	certify that no one undersigned.	stockholder owr	ns 10% or more of th	ne issued and outstanding stock of the
Check t	he box that represe	ents the type of b	usiness organizatio	n:
Part		Corporation	on iability Corporation	Sole Proprietorship Limited Liability Partnership
Sub	chapter S Corporation	on		V
Sign an	d notarize the for	m below, and, if	necessary, comple	te the stockholder list below.
Stockho	lders:			
Name:	FRANK MATT	IACE	Name:	
Home A	ddress: 39 STONEY ONTUILE, NJ	B200K 07045	Home Add	ress:
Name:			Name:	
Home A	Address:		Home Add	ress:
Name:	·		Name:	
	11			
Home A	Adaress:		Home Add	ress:
—· (Notary Pu	and sworn before me the	and day of July	<u></u>	(Affiant) Frank Massiace (Print name & title of affiant) (Corporate Seal)
	Not	Commission # 50 ary Public, State of My Commission December 29	f New Jersey Expirés	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

MINDMATTERS, INC.

Trade Name:

NEW PATHWAY COUNSELING SERVICE

Address:

995 BROADWAY

BAYONNE, NJ 07002

Certificate Number:

1042390

Date of Issuance:

May 24, 2005

For Office Use Only: 20050524092452441

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 Stafe reasurer has approved said teport. This approval will remain in effect for the period of 15-JUN-2012

NEW PATHWAY COUNSELING 995 BROADWAY BAYONNE NJ 07062

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 !	L - Vendo	r Affirma	tion
	T. 141.1145		111111

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of basiness 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 but 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 nursuant to N.J.S.A. 19:44A-3(a) (a) and (b)

for abhanar of the contract by the Sonething was) to stay of the fol	dowing named candidate committee, joint candidates
committee; or political party committee representing the el	ected officials of the <name elected="" entity="" of="" officials=""> as</name>
defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r). Steven Fulop for Mayor 2017	
Lavarro for Councilman	Friends of Chris L. Gadsden
Friends of Joyce Watterman	Friends of Richard Boggiano
Friends of Daniel Rivers	Michael Yun
	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson
<u> </u>	entity: oprietorship
Limited Partnership Limited Liability Corporation	
Name of Stock or Shareholder	Home Address
FRANK L MATTIACE	39 Stoneylonac ld, Montrolle, NT 07045
the business entity, will be liable for any penalty permitted to Name of Business Entity: NEW PATHWAY COURS Signed: Title:	l in whole or part this affirmation and certification, I and/or inder law. Stong TxIC SxCC PARTERIAL 6/14/19
My Commission expires: 12/13/2080	(Affiant) Auguston (Print name & title of affiant) (Corporate Scal)

JASON J PIERRE
Notary Public - State of New York
NO. 01P16351867
Qualified in Kings County
My Commission Expires Dec 12, 2020

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 statistes 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 AA303 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.ni.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 render certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 1935-31 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 hid shall be rejected as non-responsive it said contractor falls 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): FRANK MOTTACE/CEO

Representative's Signsture: FRANK MOTTACE/CEO

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Representative's Signsture: FRANK MOTTACE/CEO

Representative's Signsture: FRANK

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

The continuous and the . (hereafter "owner") do hereby agree that the previsions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees; or subcontractors violate or are alleged to have violated the Aut during the performance of this contract, the contractor shall defend the owner in any soften or administrative procesding commenced pursuant to this Act. The contractor shall indemnify, protoct, and sayo harmless the owner, its agents, servants, and employees from and against any and all sults, olaims, 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 lagel 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 gelevance propedure, 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 ourse 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 Ast 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 indomnify 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 indomnification 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 lew.

Representative's Name/Title Print)	BANK L	MATTIACE	EVER	DIESTON
Representative's Signature:	unch	EUIR CI		OL COOLOR
Vame of Company: New P	ATTHURY	COMSERMI.	Jac	
	*	Dates to	9/17	

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:	NZW PATHWAY COUNSELING
Address	995 BRONDWAY, BAYONNE NJ 07002
Telephone No.:	(201) 436-1022
Contact Name:	JULIE SAUCHER EXT. 102
Please check applicab	le category:
Minority Own	ed Business (MBE) Minority& Woman Owned Business (MWBE)
Woman Owne	ed business (WBE) Neither
Definitions	

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 Indian or Alaskan native, defined as follows:

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

Hispanier a person of Mexican, Fuerto 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 woman.

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:	NEW PATHWAY	COUNSELING.	SERVIUS	īNC
Address:	: 995 BROADWA	My BAYONA	ENT OT	= 002
Telephone No. :	201 436.1			 ;
Confact Name:	. Anothing c	DNKINS	*	4
Please check appli	icable category:	. +	*	-
Minority	Owned Business (MBE)	Minority& Wo Business (MW	men Owned BB)	٠.
Woman (Owned business (WBE)	Neither	•	
Definitions Minority Business Et	utarpriço		*	, •
Minority Business But 51% of which is owner Indian or Alaskan nativ	eiprise means a business which is a sold i and controlled by persons who are Ai ye, defined as follows:	e proprietorship, partnership Nosn American, Hispanic, I	or corporation et les Asian American, Ann	ust srican
African Amer		of the black rapial grows i	rf Africo	**

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 Fer East, South East Asia, Indian subcontinent, Hawali 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 oultural identification through tribal affiliation or community recognition.

Woman Eusliese Enterprise

Woman Business Rotorprise 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

6/6/2017 6:05 AM

State Of New Jersey Business Registration Certificate

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

City Clerk File No	Res. 17-623
Agenda No.	10.Z.14
Approved:	JUL 1 9 2017

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DLB $\mathbb{R}_{A,L}$ ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL-LAW DEPARTMENT (SUITE 301) RENOVATIONS, PROJECT NO. 2016-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 16.489, approved on July 13, 2016, authorized a professional services agreement with DLB Associates to provide mechanical, electrical and plumbing (MEP) services in connection with the renovations to the Law Department - Suite 301 in City Hall; and

WHEREAS, due to the local historic relevance of City Hall, the project is experiencing delays due to the necessity of a thorough review by the JC Historic Preservation Office; and

WHEREAS, the City of Jersey City Department of Administration desires to move forward with this project and it is necessary to extend the contract term by an additional twelve (12) months to allow for historic review, revisions, and completion of bid and construction documents to be publicly bid and construction administration services thereafter; and

WHEREAS, this contract extension is authorized pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, no additional funds are needed as funding is encumbered under P.O. No. 121544.

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

- 1. a. The contract with DLB Associates is amended to extend the contract term by an additional twelve (12) months effective as of July 25, 2017 and the Mayor or Business Administrator is authorized to execute the First Amendment to the professional services agreement attached hereto;
 - b. All other terms and conditions of the agreement shall remain in full force and effect; and
 - c. 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.

RR/ab June 27, 201	17										RI
APPROVED:	<u> </u>		/ /		APPI	ROVE	D AS T	O LEGAL FORM			6-20
APPROVED:	В	usiness	Adminis	trator	Certi	Fication	n Regu	Corporation Counsel			
						Require		APPROVED	9-0)	
		F	RECOF	D OF COUNCIL V	OTE C	N FIN	IAL PA	SSAGE 7.19			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	V			YUN	/			RIVERA	1		
GADSDEN	1			OSBORNE	1			WATTERMAN	1		
BOGGIANO	1			ROBINSON	17			LAVARRO, PRES.	17		
✓ Indicates Vote	•							i	V.VNot	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

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH TO DLB ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - LAW DEPARTMENT (SUITE 301) RENOVATIONS, PRO-JECT NO. 2016-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jcnj.org

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

Contract Purpose

The services of a Professional Architectural Consultant are needed to provide electrical HVAC, IT infrastructure design to current code, drawings and specifications, and construction administration for the City Hall - Law Department (Suite 301) - Renovations project. These documents will work in conjunction with plans and specifications prepared by the Division of Architecture for public bid.

Professional design services to be included in this Contract will encompass the following disciplines:

- 1. Pre-design and Schematic;
- 2. Contract Documents;
- 3. Bidding and Construction Administration (includes preconstruction and punchlist); and
- Site Meetings (8) visits.

Cost (Identify all sources and amounts)		Contract term (include all proposed renewa		
N/A		The term will be for twelve (12) months after award of the contract.		
Type of award	Fair and Open			
If "Other Excep	tion", enter type			

Additional Information

Resolution 16.489, approved on July 13, 2016, authorized a professional services agreement with DLB Associates to provide mechanical, electrical and plumbing (MEP) services in connection with the renovations to the Law Department - Suite 301 in City Hall.

Due to the local historic relevance of City Hall, the project is experiencing delays due to the necessity of a thorough review by the JC Historic Preservation Office.

Professional Services Agreement is due to expire on July 25, 2017. This resolution is to extend the term for an additional twelve months to July 25, 2018.

I certify that all the facts presented herein are accurate.

Signature of Division Director



CITY OF JERSEY CITY DEPARTMENT OF ADMINISTRATION DIVISION OF ARCHITECTURE

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305 P: 201 547 5900 | F: 201 547 5806



MEMORANDUM

DATE

June 28, 2017

TO

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

Council

FROM

Brian F. Weller, L.L.A., Director, Division of Architecture

SUBJECT

City Hall - Law Department (Suite 301) Renovations

Project No. 2016-007 **DLB** Associates Re:

Attached for your consideration is the Resolution authorizing an amendment to a contract with DLB Associates in connection with mechanical, electrical and plumbing (MEP) consulting services for the City Hall - Law Department (Suite 301) Renovation project. DLB Associates services are as follows:

- 1. Pre-design and Schematic;
- 2. Contract Documents;
- 3. Bidding and Construction Administration (includes preconstruction and punchlist);
- 4. Site Meetings (8) visits.

The Professional Services Agreement is due to expire on July 25, 2017. This resolution is to extend the term for an additional twelve months to July 25, 2018. Due to the local historic relevance of City Hall, the project is experiencing delays due to the necessity of a thorough review by the JC Historic Preservation Office.

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

ab

c:

Peter Folgado, RPPO, QPA, Purchasing Agent

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

City Clerk File No	Res. 16.489	
Agenda No.	10.Z.3	
Approved:	JUL 1 3 2016	

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONALS SERVICES CONTRACT TO DLB ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - LAW DEPARTMENT (SUITE 301) RENOVATIONS, PROJECT NO. 2016-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a consulting engineering firm in connection with mechanical, electrical, and plumbing (MEP) architectural services for the City Hall - Law Department Suite 301 Renovations; and

WHEREAS, the City has solicited and received quotes from the following firms:

DLB Associates Associated Technology, Inc. Arcadis-US, Inc. \$20,400.00 \$28,500.00 Did Not Submit

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 City's Director of Architecture has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

WHEREAS, DLB Associates, 265 Industrial Way West, Eatontown, New Jersey 07724 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated June 17, 2016, which the Division of Architecture considers reasonable; and

WHEREAS, DLB 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, DLB Associates has completed and submitted a Business Entity Disclosure Certification which certified that DLB Associates 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 DLB Associates from making any reportable contributions during the term of the contract; and

WHEREAS, DLB Associates submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, these funds are available for this expenditure from <u>Various City Buildings</u> - <u>Capital Account</u>:

-04-215-55-210-990-

-\$20,400.00-

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

COPY

	uation of Resolu				•	(Pg. #	2		
	erk File No	Res. 16.4	189 JUL 13 2016			•				
Ągenda	a No	10.Z.3	JUL 13 ZUIU					•		
TITLE:					•				•	
	SERV ELEC SERV RENC	ICES CONTR TRICAL DE ICES FOR T VATIONS, P	THORIZING RACT TO DLE ESIGN AND HE CITY HA ROJECT NO. N, DIVISION	ASSOCIAT CONSTRUC LL - LAW I 2016-007 FC	ES IN CO CTION A DEPARTI OR THE	ONNECTION ADMINISTR MENT (SUII DEPARTME	WITH ATION TE 301)			
	NOW, THER	EFORE, BE I	IT RESOLVE	D by the Muni	icipal Cou	ncil of the Cit	y of Jersey Cit	y ·		,
		The Mayor or	Business Admir	nistrator is autl	iorized to	execute a profe	ssional service	.s		
	,	agreement in s	substantially the un fee not to e ARS (\$20,400.	e form of the at exceed TWEN	ttached wi TY-THO	th the firm of I USAND FOU	DLB Associate JR HUNDREI	s		
	2.	This agreement unc	nt is awarded w der the Local Pi	vithout compet ublic Contract	titive bidd s Law, <u>N.</u>	ing as a profe I <u>.S.A.</u> 40A:11	ssional service ·1 <u>et seq</u> .;	S		
	3.	A notice of thi the municipal	is action shall be ity within ten (1	e published in a 10) days of the	newspap approval	er of general ci of this Resolu	rculation withi tion;	n		
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		able for this exp	penditure in Acc	count No. 04-2	15-55-210	0-990 for paym	ent of the abov	re		*
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FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH DLB ASSOCIATES FOR ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL – LAW DEPARTMENT (SUITE 301) RENOVATIONS

This First Amendment of Agreement is made this day of, 2017 between
the City of Jersey City (City) and DLB Associates.
WHEREAS, Resolution 16.489, approved on July 13, 2016 authorized a professional services
agreement with DLB Associates in connection with electrical design and construction administration
services for City Hall - Law Department (Suite 301) - Renovations (Project); and
WHEREAS, Resolution 16.489 authorized a professional services contract in an amount not to
exceed \$20,400.00 and for a term of 12 months; and
WHEREAS, the drawing and specifications prepared by DLB Associates are complete and are
awaiting review by the JC Historic Preservation Commission (HPC); and
WHEREAS, the term of the contract needs to be extended because the construction specifications
may need to be revised after review by the HPC; and
WHEREAS, DLB Associates, will be providing the City with construction administration services
after the City awards the Project contract to a contractor, and
WHEREAS, it is necessary to extend of DLB Associates' contract effective as of July 25, 2017 and
continuing through July 25, 2018; and

WHEREAS no increase to the contract amount is necessary;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The term of the contract is extended effective as of July 25, 2017 through July 25, 2018.



2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with DLB Associates dated July 25, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and DLB Associates have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

CITY OF JERSEY CITY
ROBERT KAKOLESKI Business Administrator
DLB ASSOCIATES

CERTIFICATION OF COMPLIANCE WITH THE CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCI ON SEPTEMBER 3, 2008

ERSEY CITY .28 ADOPTED

PART I - Vendor Affirmation

STATE OF NEW JERSEY MY COMMISSION EXPIRES MAR. 3, 2022

i ne undersigned, being authorized and kno	iwleageable of the circums! ies, does hereby centry that
DLB Associates ((name of business entity) as not made any reportable
contributions in the **one-year period pre	ceding(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	e 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that durin	ig the term of the contract DLB Associates
	ny reportable contributions in violation of Ordinance 08-
128.	
PART II - Signature and Attestation:	
	eve 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: DLB Associa	tes.
Signed Mashin	Title: Controller
Bigiliu	Zaras
Print Name Terry Cashin	Date:fune 21, 2017
	La Langue
Subscribed and sworn before me	Comment of the contract of the
this 31 day of June, 2017	Debra Freeller
My Commission expires:	(Print name & title of affiant) (Corporate Seel)
	7
DEBRA KNOELLER	

**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

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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, for appraval 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

pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t). Steven Fulop for Mayor 2017 Hallanan for Council Lavarro for Councilman Friends of Richard Boggiano Friends of Joyce Watterman Michael Yun Osbome for Council Friends of Daniel Rivera Priends of Councilwoman Diane Coleman Gajewski for Council Part II - Ownership Disclosure Certification LI 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 Sole Proprietorship Subchapter S Corporation Corporation Limited Partnership Limited Liability Corporation Limited Liability Partnership Home Address Name of Stock or Shareholder Donald Beaty 21 Vista Place, Red Bank, NJ Part 3 - Signature and Attestation: The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law. Name of Business Entity: DLB Associates Mussu Title: Controller Signed: Print Name: Terry Cashin Date: June 21, 2017 Subscribed and swom before me this 21 day of JULY 2017 DEBRA KNOELLER NOTARY PUBLIC some le My Commission expires: STATE OF NEW JERSEY MY COMMISSION EXPIRES MAR. 3, 2022 (Print name & ride of affant)

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 submitt ter than 10 days prior to the award of th	ed to the local unit	
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art I - Vendor Information	•	,	
endor Name: DLB Associate:	S *		······
ddress: 265 Industrial Way	West ·		4
Sity: Eatontown	State: NJ Zip: 07724	-	
e undersigned being authorized to apliance with the provisions of <u>N.</u> m.	certify, hereby certifies that the submissio J.S.A. 19:44A-20.26 and as represented	n provided herein re by the Instructions a	presents ecompanying thi
2 mcashin	Terry Cashin	. Controller	
ignature	Printed Name	Title	· · · · · · · · · · · · · · · · · · ·
art II – Contribution Discio	osure		
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07/26/11

Taxpayer Identification#

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

Director

New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE DIVISION OF REVENUE RADE NAME: TAXPAYER NAME: DLB ASSOCIATES CONSULTING ENGINEERS, P SEQUENCE NUMBER: ADDRESS: 265 INDUSTRIAL WAY WEST 0081999 EATONTOWN NJ 0772 ISSUANCE DATE: EFFECTIVE DATES 07/26/11 09/20/93 New Jersey Division of Revenue This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Certification

4810

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 Stale Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2017 to 15-JUN-2020

DLB ASSOCIATES
265 INDUSTRIAL WAY WEST
EATONTOWN NJ 07724

FORD M. SCUDDER State Treasurer

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuani@jcnj.org

(REVISED 4/13)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

EXHIBIT A

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and undersigned vendor further agrees to furnish the requirements of NJSA. 10:5-31 and NJA.C. 17:27.

Representative's Name/Title (Print): Terry Cashin

Representative's Signature: Mame of Company: DLB Associates

Tet. No.: 732-774-2000 Date: June 21, 2017

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

The contractor and the Cilly of Terses City (hereafter "owner") do hereby agree that the . previsions of Title 11 of the Arbertones With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 of seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public colities, 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 compilance with the Act. In the event that the contractor, its agents, servants, employees, of subcontractors violate or are alloged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuent to this Act. The contractor shall indamnify, protect, and save harmless the owner, its agents, servings, and employees from and egainst any and all suits, ciaims, losses, domands, or demages, of whelever kind or nature arising out of or ciaimed to arise out of the alleged violation. The confinctor shall, at its own expanse, appear, defend, and pay any and all charges for ·legal sarvices 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 ourse violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall eatisfy 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 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 agains, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summers, 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, indomnify, 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 subconfinetors 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):_T	ern/Cashin	
Representativo's Name/Title Print): <u> </u>	ani cash	Ú.
Vame of Company: DIR Associates		
rel. No.: 732-774-2000		Dates June 21, 2017
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Minority/Woman Business Enterprise (MWBE) Ouestionnaire 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 :	DLB Associates		
Address :	265 Industrial Wa	y West, Eatontown, NJ	,
Telephone No. :	732-774-2000		}
Contact Name:	Terry Cashin		
Please check applicat	ble category : ned Business (MBE)	Minority& Woman Owned Business(MWBE)	
Woman Own	ned business (WBE)	× Neither	
•			

Definitions Minority Business Enterprise

Minerity 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 pativa, defined as follows:

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

Hispanie: a person of Mexican, Puerto Rican, Central or South American or other non-Buropean 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:	DLB Associates :	·	··································
Address:	265 Industrial Way West;	Eatontown, NJ 07724	:
Telephone No. :	732-774-2000		•
Contact Name:	Terry Cashin		
Please check app	licable category:		• .
Minorit	y Owned Business (MBE)	Minority& Woman Owned Business (MWBE)	•
Woman	Owned business (WBE)	× Neither	
51% of which is own	nterniss means a business Which is a	iole proprietorship, partnership or corporation African American, Hispanic, Asian American	at least American
African Am	erican: a parson having origins in	my of the black racial groups of Africa	
Hispanie:	a person of Maxican, Puerto Rican, culture or origin regardless of race.	Central or South American or other non-Europ	pean Spanki
Asion: .	s person having origins in any of the subcontinent, Hawali or the Pacific	original peoples of the Par East, South East A Islands.	isia, Indian
. American I	ndian or Alaskan Native: a person America and who maintains cultural recognition.	a having origins in any of the original peoples identification through tribal affiliation or com	of North munity
Waman Briolpace Ki	ntarmrica	•	

DIVISION OF PURCHASING COPY

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.

STATEMENT OF OWNERSHIP DISCLOSURE N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: DLB Associates Consulting Engineers.PC dba DLB Associates

Organization Address: 265 Industrial Way West, Eatontown, NJ 07724
Part I Check the box that represents the type of business organization:
□ Sole Proprietorship (skip Parts II and III, execute certification in Part IV) □ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV) x□ For-Profit Corporation (any type) □ Limited Liability Company (LLC) □ Partnership □ Limited Partnership □ Limited Liability Partnership (LLP)
Part II
X The list below contains the names and addresses of all stockholders in the corporation who own 10 perce or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or great interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therei as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)
OR No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individu partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liabili company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)
(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Donald L. Beaty	21 Vista Place, Red Bank, NJ

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing		

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Terry Cashin			Controller		
Signature:	Imcaslu	<u>~</u>	Date:	June 21, 2017		
SIGNATURE:	Levra Breace	u ₁				
SUBSCRIBED AND SV BEFORE ME THIS DA	y June	32 OF 20 17				
(TYPE OR PRINT NAM	ME OF AFFIANT UNDER S	GIGNATURE) Debra	Kno	eller		
NOTARY PUBLIC OF MY COMMISSION EX		DEBRA KNOELLER NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES MAR				

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OFS NUMBER:	Proposer:	DLB Associates Consulting
Engineers, PC dba DLB Associates Pursuant to Public Law 2012, c.25 any person or entity that submerenew a contract must complete the certification below to attest, nor any of its parents, subsidiaries, or affiliates (any parent, sucunder common ownership or control with, any entity), is identified person or entity engaging in investment activities in Iran. To Department of Treasury, Division of http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf	under penalty cessor, subun fied on the Do	y of perjury, that neither the person or entity, it, direct or indirect subsidiary, or any entity epartment of Treasury=s Chapter 25 list as a
Bidders must review this list prior to completing the below certification bidder=s proposal non-responsive. If the Authority finds a person as may be appropriate and provided by law, rule or contract, compliance, recovering damages, declaring the party in default a	son or entity to including but	be in violation of law, s/he shall take action not limited to, imposing sanctions, seeking
PLEASE CHECK THE APPROPRIATE BOX: X I certify, pursuant to Public Law 2012 c. 25, that neither subsidiaries, or affiliates is listed on the N.J. Department in prohibited activities in Iran pursuant to P.L. 2012 c. 25 listed above, or I am an officer or representative of certification on its behalf. I will ship Part 2 and sign at OR I am unable to certify as above because the bidder and	of the Treasure (AChapter 25) the entity list of complete the	ry=s list of entities determined to be engaged List@). I further certify that I am the person ted above and am authorized to make this he Certificate below.
listed on the Department=s Chapter 25 list. I will practivities in Part 2 below and sign and complete the Cerproposal being rendered non-responsive and appropri provide by law.	tification belo	w. Failure to provide such will result in the
PART 2 You must provide a detailed, accurate and precise description its parents, subsidiaries or affiliates, engaging in the investment below.	on of the activent activities	vities of the bidder person/entity, or one of in Iran outlines able by completed the box
Name: Relationship to Propos Description of Activities:	er:	
· · · · · · · · · · · · · · · · · · ·	2.000	
Duration of Engagement:A	nticipated Cessa	ation Date:
Proposer Contact Name:Co	ontact Phone N	umber:
Certification: I, being duly sworn upon my oath, hereby represent thereto to the best of my knowledge are true and complete. I atte of the above-referenced person or entity. I acknowledge that the thereby acknowledge that I am under a continuing obligation from contracts with the Authority to notify the Authority in writing of I acknowledge that I am aware that it is a criminal offense to mak and if I do so, I recognize that I am subject to criminal prosecut breach of any agreement(s) with the Authority and the Authority certification void and unenforceable.	est that I am at Authority is re in the date of t any changes to e a false statention under the at its option m	athorized to execute this certification on behalf elying on the information contained herein and his certification through the completion of any of the answers or information contained herein nent or misrepresentation in this certifications, law and that it will also constitute a material may declare any contract(s) resulting from this
Full Name (Print): Terry Cashin Sig	nature: <u>W</u>	ncashin
Title: Controller		Date: June 21, 2017

CERTIFICATE OF LIABILITY INSURANCE

DLBAS-1

OP ID: SR

DATE (MM/DD/YYYY) 05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	ne terms and conditions of the policy, ertificate holder in lieu of such endors									
PRO	DUCER				CONTAC NAME:	न —				
маг 900	quis Agency A&E Practice⊡ Route 9 North, Suite 503□			•	PHONE (A/C, No.	Ext): 800-272	2-6771	FAX (A/C, No):	732-6	34-5379
Woo Nati	odbridge, NJ 07095□ ional Account Team				E-MAIL ADDRES					
	,							ING COVERAGE		NAIC#
					INSURE	RA: RLI Insu	rance Con	npany		13056
INSU	IRED DLB Associates Consulti	ng□			INSURE	₹В:				
	Engineers, P.C.□ 265 Industrial Way West⊡	1			INSURE	RC:				ļ
	Eatontown, NJ 07724				INSURE	RD:				
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co	VERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
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	POLICY X PRO- LOC							PRODUCTS - COMPIOP AGG	\$	2,000,000
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	OTHER: AUTOMOBILE LIABILITY		-					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO	li		PSA0001854		08/01/2016	08/01/2017	BODILY INJURY (Per person)	\$	
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Α	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE T			PSW0002730		08/01/2016	08/01/2017	E.L. EACH ACCIDENT	\$	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandafory in NH)	N/A						E.L. DISEASE EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE POLICY LIMIT	\$	1,000,000
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	Division of Architecture	!		•	AUTHO	RIZED REPRESE	NTATIVE			
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	Jersey City, NJ 07305				grows thegetyp					

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

City Clerk File No	Res. 17-624	
Agenda No	10.7.15	
Approved:	JUL 1 9 2017	

TITLE:

RR/ab

BOGGIANO

✓ Indicates Vote

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DEBIASSE & SEMINARA ARCHITECTS, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE AND CONSTRUCTION ADMINISTRATION FOR THE ENGINE CO. #15-RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 16.405, approved on June 15, 2016, authorized a professional services agreement with DeBiasse & Seminara Architects, PC to provide services in connection with the renovations to Engine Co. #15 - 200 Sip Avenue, Jersey City; and

WHEREAS, due to the local historic relevance of the Engine Co. #15 building, the project is experiencing delays due to the necessity of a thorough review by the JC Historic Preservation Office; and

WHEREAS, the Fire Department desires that Engine Co. #15 remain operational until emergency repairs are completed at Engine Co. #10 - 283 Halladay Street; and

WHEREAS, the City of Jersey City Department of Administration and the Fire Department desire to move forward with this project and it is necessary to extend the contract term for an additional twenty-four (24) months to allow for historic review, revisions, completion of bid documents to be publicly bid and construction administration services thereafter; and

WHEREAS, this contract extension is authorized pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, no additional funds are needed as funding is encumbered under P.O. No. 121266.

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

- a. The contract with DeBiasse & Seminara is amended to extend the contract term by an
 additional twenty-four (24) months effective as of July 18, 2017 and the Mayor or Business
 Administrator is authorized to execute the First Amendment to the professional services
 agreement attached hereto;
 - b. All other terms and conditions of the agreement shall remain in full force and effect; and
 - c. This contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the <u>Law Against</u> <u>Discrimination</u>, N.J.S.A. 10:5-31 et seq.

June 27, 2017 APPROVED AS TO LEGAL FORM APPROVED APPROVED: ess Administrator Corporation Counsel Certification Required Not Required APPROVED 9-0 RECORD OF COUNCIL VOTE ON FINAL PASSAGE COUNCILPERSON COUNCILPERSON AYE | NAY | N.V. COUNCILPERSON AYE NAY N.V. AYE NAY N.V. YUN RIVERA **GAJEWSKI** WATTERMAN OSBORNE GADSDEN

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

ndo R. Lavarro, Jr., President of Council

ROBINSON

Robert Byrne, City Clerk

LAVARRO, PRES

N.V.-Not Voting (Abstain)

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DEBIASSE & SEMINARA ARCHITECTS, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE AND CONSTRUCTION ADMINISTRATION FOR THE ENGINE CO. #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@jcnj.org

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

Contract Purpose

The services of a Professional Architectural Consultant is needed for Architectural Programming, Planning and Construction Administration services for the renovations to Engine Co. #15 - 200 Sip Avenue, Jersey City.

Professional design services to be included in this Contract will encompass the following disciplines:

- 1. Architectural/Mechanical/Electrical/Plumbing Life Safety Design;
- 2. Construction Drawings and Specifications;
- 3. Construction Administration and Submittal Review; and
- 4. Closeout, Post Occupancy and MEP Site Visits.

Cost (Identify a	· sources and amounts)	Contract term (mende an proposed renewals
N/A		The term of this will be twenty-four (24) months which is authorized pursuant to N.J.S.A. 40A:11-15 (9) after award of the contract.
Type of award	Fair and Open	
If "Other Excep	otion", enter type	

Additional Information

Cost (Identify all sources and amounts)

Resolution 16.405, approved on June 15, 2016, authorized a professional services agreement with DeBiasse & Seminara Architects, PC to provide services in connection with the renovations to Engine Co. #15 - 200 Sip Avenue, Jersey City.

Due to the local historic relevance of the Engine Co. #15 building, the project is experiencing delays due to the necessity of a thorough review by the JC Historic Preservation Office.

The Fire Department desires that Engine Co. #15 remain operational until emergency repairs are completed at Engine Co. #10 - 283 Halladay Street.

Professional Services Agreement is due to expire on July 18, 2017. This resolution is to extend the term for an additional twenty-four months to July 18, 2019.

I certify that all the facts presented herein are accurate.

Signature of Division Director

6.28.17 Date

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

hy Clerk File No	Res. 16.405	_	, .	• .	(8)
genda No.	·10.Z.1		•		
pproved:	JUN 1 5 2016	_			HIC
TILE:					

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES' CONTRACT TO DEBIASSE & SEMINARA ARCHITECTS, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE AND CONSTRUCTION ADMINISTRATION FOR THE ENGINE CO. #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City at its January 28, 2009, meeting did authorize the award of a Professional Service Agreement in the amount of \$123,000.00 between the City of Jersey City (City) and DeBiasse & Seminara Architects, PC to provide architectural and engineering services in connection with the renovations to Engine Co. #15, 200 Sip Avenue, Jersey City, New Jersey (Res. 09-057); and

WHEREAS, the construction project was put on hold due to lack of funding in 2012. The contract with DeBiasse and Seminara expired and the remaining funds under PO 95076 in the amount of \$46,500.00 were dropped; and

WHEREAS, the City now wishes to proceed with the renovation of Engine Co. #15 and it is in the best interest of the City to complete this renovation with the same architect; and

WHEREAS, the Division of Architecture has solicited a proposal from DeBiasse & Seminara to review the plans and specifications which were 100% complete under the previous contract; for compliance, updates and to resume the project under a new contract; and

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

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

WHEREAS, DeBiasse & Seminara Architects, PC, 1955 Washington Valley Road, Martinsville, New Jersey 08836 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated June 2, 2016 to provide services for a sum not to exceed \$73,000.00; and

WHEREAS, DeBiasse & Seminara Architects, PC have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 98-128 adopted on September 3, 2008; and

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

WHEREAS, DeBiasse & Seminara Architects, PC submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, these funds are available for this expanditure from Various City Building - Capital Account

04-215-55-854-991

P.O. No. 12/266

\$73,000.00



TILE: RESOLUTION AUTHORISHONEZING THE AWARD OF A PROPESSIONAL SERVICES CONTRACT TO DEBMASSIA & SERUMANA ARCHITECTS, POIN CONNECTION WITH COMPLIANCE REVIEW, WEDATH AND CONSTRUCTION ADMINISTRATION FOR THE ENGINE CO. 1625 - RENOVATIONS, PROJECT NO. 2015-218 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE WHEREAS, pursuant to the Local Public Contracts Law (N.I.S.A. 40A:11-1 gigen) these services are professional services, which may be awarded without public bidding; and WHEREAS, the Resolution authorizing the sward and the agreement lizelif must be available for public impection. 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 standard with the firm of DeBlassa & Seminara Architects, 70°C for a tump sum feonot to exceed SEVENTY-THERST THOUSAND 00/100 DOLLARS (73, 300.00) for the contants privil of thewelve (12) months; 2. This agreement is swarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, NISSA, 40A:11-1 giges; 4. A notice of this action shall be published in a newspaper of general circulation, width the municipality within then (19) days of the approve of this Resolution; 4. The Businese Hally Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Confidencies on the Deblasse and Seminara Architects, provide astathactory cridence of of this Resolution; 5. The revert of this contract shall be published in a program of the above Pays Reform Ordinarce, and the Deblasse and Seminara Architects and the Deblasse and Seminara Architects and the Deblasse and Seminara Architects and the Deblasse and Seminara Architects and the Deblasse and Seminara Architects and the Deblasse and Seminara Architects and the Deblasse and Seminara Architects and the Deblasse and Seminara Architects and the Deblasse and Seminara Architects and the Deblasse an	· .	No		Kes.	16.	4U5			•				
RESOLUTION AUTHORIZANG THE AWARD OF A PROPESSIONAL SERVICES CONTRACT TO DEBIASES & SERVINAL ARCEPTECTS, PC IN CONNECTION WITH COMPLIANCE ENVIEW UPDATE AND CONSTRUCTION ADMINISTRA- TION FOR THE ENGINE CO. M.S. LENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE WHEREAS, pursuant to the Local Public Contracts Law (N.I.S.A. 40A:11-1 giggs) there services are professional services, which may be sewarded without public hiddings and WHEREAS, the Resolution authorizing the sward and the agreement liteal must be preliable for public inspection. NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that: 1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the standard with the firm of Deblasse & Sembane Architects, PC for a lump sum fee not to exceed SEVENTY-THERE TECOUSAND 400/100 DOLLARS (873,000.00) for the contract period of twoive (12) months; 2. This agreement is swarded without compositive biddings as a professional services agreement under the Local Public Contracts Law, N.I.S.A. 40A:11-1 gt gen; 3. A notice of this action skall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution; 4. The Susiness Builty Disclosure-Certification, Gaspier-77.1 Political Contribution Disclosure Certification, Certification of Complience with the City's Contractor Pey to Play Reform Ordinance, and the Determination of Valoe Certification, standard hards and Seminary Architects provide astistactory evidence of compliance with the Affirmative Action Amendments to the Law Assistant Plansimilation, N.E.S.A. 10-5-31 gi-sag. 1	senda No												
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CORTRACT TO DESIGN SESS & SEMINARA ARCHITECTS, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE AND CONSTRUCTION ADMINISTRA- TION FOR THE ENGINE CO. 115. PEROVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE WHEREAS, pursuanto the Local Public Centracts Law (N.I.S.A. 40A:11-1 eigen) these services are professional services, which may be awarded without public bidding and WHEREAS, the Resolution authorizing the sward and the agreement liteoff must be swallable for public importion. NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City than: 1. The Mayor of Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of Deblases & Seminess Architects, Pc for a lump sum fee not to expect divide the firm of Deblases & Seminess Architects, Pc for a lump sum fee not to expect divide (12) months; 2. This agreement is substantially the form of the attached with the firm of Deblases & Seminess Architects, Pc for a lump sum fee not to expect divide (12) months; 2. This agreement is substantially the form of the attached vide (12) months; 3. A notice of this earlost shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution; 4. The Business Buttly Disclosure Cartification, Capter 27.1 Polliteal Cantribution Disclosure Cartification, Certification of Compliance with the City's Centractor Pry to Play Reform Ordinance, and the Debtamination of Valor Continuing attached herein and incorporated herein by reference shall be placed on file with this resolution; 2. The sward of this contract shall be subject to the condition that Deblases and Seminara Architects provide sessificatory oridence of compliance with the Altimative Action Amendments to the Law Ageinst Disclosure for the condition that Deblases and Seminara Architects provide assi	1-11-1-1 1 2 1-1-1 T		<u>-</u>	10.	<u>Z.1</u>	1044 2 Z010						,	
CONTRACT TO DEBILSES & SERBINAR ARCHITECTS, POIN CONNECTION WITH COMPLIANCE REVIEW, WEDATE AND CONSTRUCTION ADMINISTRA- TION FOR THE ENGINE CO. MS. PEROVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE WHEREAS, pursuant to the Local Public Contracts Law (N.I.S.A. 40A:11-1 et seg.) there services are professional services, which may be awarded without public briding and WHEREAS, the Resolution authorizing the sward and the agreement liteoff must be gwaliable for public impection. NOW, THEREFORE, HE IT RESOLVED by the Musicipal Council of the City of Jersey City that: 1. The Mayor of Business Administrator is astructived to execute a professional services agreement in substantially the form of the stracked with the firm of Deblasse & Seminara Architects, PC for a lump sum for not to exceed BeVENTY-THERE THOUSAND 00/100 DOLLARS (\$73,000.00) for the contract period of twolves (12) months; 2. This agreement is avareded without compeditive bidding as a professional services agreement under the Local Public Contracts Lew, N.I.S.A. 40A:11-1 et seg.4 3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution; 4. The Business Entity Disclosure Cartification, Carter 271 Political Contribution Disclosure Cartification, Cartification of Compliance with the City's Contractor Pay to Pay Reform Ordinance, and the Deblasse shall be placed on file with this resolution; 5. The award of this contract shall be placed on file with this resolution. Amendments to the Law Against Discontractation, N.L.S.A. 10:5-31 g-tess. 1. When Mayor and Macrol, as Chief Financial Officer, hereby cortifies that these funds are available for finis expenditure in Account No. 04:215-55-854-991 for payment of the above Resolution. P.P.2.U. Contribution Payor Payor Payor Payor Payor Payor	TLE;											,	
WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection. NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that: 1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attacked with the firm of DaBlasse & Sconinara Architects, PC for a lump sum fee not to exceed SBYENTY-THREET TEOUSAND: 00/100 DOLLARS (873,000.00) for the contract period of twelve (12) months; 2. This agreement is awarded without compective bidding as a professional services agreement under the Local Public Contracts Law, N.I.S.A. 40A:11-1 et agg. 3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution; 4. The Business Builty Disclosure Certification, Chapter 271 Political Contribution Disclosure Cartification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Yolne Cartification attacked hereto and incorporated herein by reference shall be placed on file with this resolution; 5. The award of this contract shall be subject to the condition that DeBiasse and Saminara Architects provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Disclomination, N.I.S.A. 105-31 e-222. 1. When Donna Manor), as Chief Pinancial Offices, hereby certifies that these finds are available for this expenditure in Account No. 04-215-55-854-991 for payment of the above Resolution. IAAAN Not Required APPROVED: RECORD OF COUNCIL FORE ON FINAL PASSAGE 5.15-16 COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON	,	CON WIT TION FOR	TRA HCO N FO L TE	CI'TO MPLL R THE IE D	DEBI ANCE ENG EPAR	asse & seminal review, updat ine co. #15 - re	NOVA NOVA	CONSTION	CIS,I TRUC S, PRQ	PC IN CONNEC TION ADMINIS DIECT NO. 201	TION FTRA- L5-018		
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under the Local Public Contracts Law, NISA 40A:13-1 et seq.; 3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution; 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Phy Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; 5. The award of this contract shall be subject to the condition that DeBlasse and Seminare Architects provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.I.S.A. 10:5-31 et-seq. 1. John Minuth, as Chief Pinancial Officer, hereby certifies that these funds are evaluable for this expenditure in Account No. 04-215-55-854-991 for payment of the above Resolution. /A/4// June 2, 2016 RR/ab PPROVED: APPROVED AS TO LEGAL FORM PPROVED: APPROVED AS TO LEGAL FORM PPROVED: APPROVED AS TO LEGAL FORM APPROVED 4- OR FINAL PASSAGE 6, 15, 16 COUNCIL PERSON AYE NAY N.V. (COUNCIL PERSON AYE NAY N.V.) SALEWSKI / YUN RWERA JIALLANAN / COSSORNE / WATTERNAN / WATTERNAN / LAVARRO, PRES.		1.	ge Ar	reemen chitect	t in sul s, PC fe	estantially the form or a lump sum fee no	of the at to exce	tacked sed SB	with th YENT?	re firm of DeBias Y-THREE THOU	se & Sem	inara.	
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Rolando R. Leverro, Jr., President of Council



CITY OF JERSEY CITY DEPARTMENT OF ADMINISTRATION DIVISION OF ARCHITECTURE

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305 P: 201 547 5900 | F: 201 547 5806



MEMORANDUM

DATE

June 28, 2017

TO

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

Council

FROM

Brian F. Weller, L.L.A., Director, Division of Architecture

SUBJECT

Engine Co. #15 - Renovations

Project No. 2015-018

DeBiasse & Seminara Architects, PC Re:

Attached for your consideration is the Resolution authorizing an amendment to a contract with DeBiasse & Seminara Architects, PC in connection the renovation to Engine Co. #15, 200 Sip Avenue, Jersey City, New Jersey. DeBiasse & Seminara Architect's services include the following:

- Architectural/Mechanical/Electrical/Plumbing Life Safety Design; 1.
- Construction Drawings and Specifications; 2.
- Construction Administration and Submittal Review; and 3.
- Closeout, Post Occupancy and MEP Site Visits 4.

The Professional Services Agreement is due to expire on July 18, 2017. This resolution is to extend the term for an additional twenty-four months to July 18, 2019. The Fire Department desires that Engine Co. #15 remain operational until the emergency repairs at Engine Co. #10 are completed.

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

ab

c:

Peter Folgado, RPPO, QPA, Purchasing Agent

FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH DEBIASSE & SEMINARA ARCHITCTS, PC FOR COMPLIANCE REVIEW, UPDATE AND CONSTRUCTION ADMINISTRATION FOR THE ENGINE CO. #15 – RENOVATIONS PROJECT

This First Amendr	nent of Agreement is made this	day of	, 2017 between
the City of Jersey	City (City) and DeBiasse & Seminara	Architects, PC.	
WHEREAS, Res	olution 16.405, approved on June 15	, 2016 authorize	ed a professional services
agreement with De	eBiasse & Seminara Architects PC (I	DeBiasse & Sem	inara) in connection with
compliance review	w, update and construction admini	stration services	s for Engine Co. #15 -
Renovations (Proj	ect); and		
WHEREAS, Reso	olution 16.405 authorized a profession	nal services com	tract in an amount not to
exceed \$73,000.00	and for a term of 12 months; and		
WHEREAS, the F	ire Department desires that Engine Co	o. #15 remain op	erational until emergency
repairs are comple	te at Engine Co. #10 – 283 Halladay S	Street; and	
WHEREAS, the d	rawing and specifications prepared by	DeBiasse and S	eminara are complete and
are awaiting review	w by the JC Historic Preservation Con	nmission (HPC)	; and
WHEREAS, the te	erm of the contract needs to be extend	ed because the c	onstruction specifications
may need to be rev	vised after review by the HPC; and		
WHEREAS, DeB	iasse & Seminara will be providing	the City with co	nstruction administration
services after the (City awards the Project contract to a co	ontractor; and	
WHEREAS, the C	ity of Jersey City Department of Admi	nistration and the	e Fire Department desire to
move forward with	h this Project: and		



WHEREAS, it is necessary to extend DeBiasse & Seminara's contract effective as of July 18, 2017 and continuing through July 18, 2019; and

WHEREAS no increase to the contract amount is necessary;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

- 1. The term of the contract is extended effective as of July 18, 2017 through July 18, 2019.
- 2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with DeBiasse and Seminara dated July 18, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and DeBiasse and Seminara have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

ATTEST:	CITY OF JERSEY CITY
ROBERT BYRNE	ROBERT KAKOLESKI
City Clerk	Business Administrator
ATTEST:	DeBiasse & Seminara Architects, PC

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

Det	The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that butter from the first form 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 DEDISSE SEANN ALL (Contract DEDISSE) and the award of this contract DEDISSE SEANN ALL (Contract DEDISSE) and the award of the contract DEDISSE SEANN ALL (Contract DEDISSE) and the award of this contract DEDISSE SEANN ALL (Contract DEDISSE) and the award of this contract DEDISSE SEANN ALL (Contract DEDISSE) and the award of this contract DEDISSE SEANN ALL (Contract DEDISSE) and the award of this contract DEDISSE SEANN ALL (Contract DEDISSE) and the award of this contract DEDISSE SEANN ALL (CONTRACT DEDISSE) and the award of this contract DEDISSE SEANN ALL (CONTRACT DEDISSE) and the award of this contract DEDISSE SEANN ALL (CONTRACT DEDISSE) and the award of this contract DEDISSE SEANN ALL (CONTRACT DEDISE SEANN ALL (CONTRACT DED	ARCHITER 1
	(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: Delia St. St.	
	Name of Bysiness Entity:	
	Signed / / / Dehr Title: VICE PRESIDENT	
	Print Name MICHAEL DEBIASSEDate: 21 JUNE 2017	
	M_{i} M_{i} M_{i} M_{i} M_{i} M_{i} M_{i}	
	Subscribed and sworn before me	•
	this 2) day of JUNE, 2017. ANCHARL TO BLASSE VICE PR	ESOENT
	wy Commission expires.	
	(Print name & title of effiant) (Corporate Seal)	

SHOBHA SUDHAKAR NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES FEB. 4, 2019

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR Non-fair and open Contracts Required Pursuant To N.J.S.A. 19:44A-20.8 CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the < name of business entity > has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that,

	dot this contract in the one year period preceding (date of aware smeather
for approval of the contract by the governing body) to any	y of the following named candidate committee, joint candidates
	nting the elected officials of the < name of entity of elected officials > 28
defined pursuant to N.J.S.A. 19:44A-3(p), (q) and	
Steven Fulop for Mayor 2017	Hellenen for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Priends of Daniel Rivera	Osbome for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman
Part II – Ownership Disclosure Certifica	tion .
	mes and home addresses of all owners holding 10% or more of the
issued and ourstanding stock of the undersigned	
Check the box that represents the type of h	kuainana amhitur
Check the box that represents the type of t	Appliess courts.
Partnership	Sole Proprietorship Subchapter S Corporation
Limited Partnership Limited Liability C	Corporation Limited Liability Partnership
Name of Stock or Shareholder	Home Address
VIRGINIA GEMINAPIA	2 NORTH STOR DR. ANNONDELENT
,	
MICHAEL DEBIOSSE	SO WATGON RD FANWOODN)
10,1,7,1,1,1,1	
	•
Design of the second of the se	
Part 3 - Signature and Attestation:	at the control of the street will be street at the street of the street
	srepresented in whole or part this affirmation and certification, I and/or
the business entity, will be liable for any penalty	Femilited under law. APCHITECTS, PC
Name of Business Battity: DE 214558	
Signed Mall Dehr	Title: V. PEESIDEN T
Pring Marie: MICHABL DE BLASSE	Date: 21 JUNE 201+
•	A to A to a
Subscribed and swom before me this 21 day	of MIMMINIANIANIANIANIANIANIANIANIANIANIANIANIA
June , 2017	1 Hill of the life
That	Bha. S MICHAEL DEBIASSE VICE PROSIDEN
My Commission expires:	- 10 Char Novival AICO Ling July
· · ·	(Print name & title of affiant) (Corporate Seal)
CHOPHA CHOHAKAR	

NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES FEB. 4, 2019

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: PEBIASSE SEMINHA NARTINSVILLE 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 MICHAEL DEBISSE 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

33882

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to cartify 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 soproved said report. This approval will remain in effect for the period of 15-MAY-2017

DEBIASSE & SEMINARA ARCHITECTS
1955 WASHINGTON VALLEY ROAD,

MARTINSVILLE

ил овва

FORD M. SCUDDER State Treasurer

03/01/05

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)282-1730.

I wish you continued success in your business endeavors.

Jolin E. Tully, CF

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE EPO BOX 252' TRENTON, N J 08546-0252

TAXPAYER NAME:

DE BIASSE & SEMINARA ARCHITECTS, PC

ADDRESS:

1955 WASHINGTON VALLEY RD MARTINSVILLE NJ 08836 EFFECTIVE DATE:

03/08/95

TRADE NAME:

SEQUENCE NUMBER:

0098331

ISSUANCE DATE:

03/01/05

FORM-BRC(08-01)

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

Stull

STATEMENT OF OWNERSHIP DISCLOSURE N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Dr. BLASSE & SEMINARA ARCHITECTS, PC Organization Address: MARTINSVILLE, NT 0883CO

Part I Check the box that represents the type of business organization:

- □ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- O Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) □ Limited Liability Company (LLC)
- □ Partnership □Limited Partnership ☐ Limited Liability Partnership (LLP)

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein. as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
VIRGINIA SEMINARA	2 NORTH STAP DRIVE ANNANDALE, NJ 08801
MICHAEL DE BIASSE	80 WATSON ROAD FANNOD, NT 07023
·	

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
NIA	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partne Corresponding Ent	r/Member and ity Listed in Part II	Home Address (for Individuals) or Business Address					
NA							

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): M	CHARL D	E BIASSE	Title:	VICE PRESIDENT
Signature:	Muchael C	Jehrin Jehrin	Date:	21 JUNE 2017
SIGNATURE: M.C.M.	al ben			
TITLE: MICHA	rl bebu	455E		
SUBSCRIBED AND SWORM BEFORE ME THIS DAY	1то <u>21^{g†}</u>	June of	F 20 17	
(TYPE OR PRINT NAME OF	AFFIANT UNDER	SIGNATURE)		4
NOTARY PUBLIC OF MY COMMISSION EXPIRE	S: 20	Shabha	(/ NOT	HOBHA SUDHAKAR ARY PUBLIC OF NEW JERSEY XMMISSION EXPIRES FEB. 4, 2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OFS NUMBER: Pursuant to Public Law 2012, c.25 any person or entity that submits bid or proposal or otherwise proposed to enter into of Personal or contract must complete the certification below to attest, under penalty of peripur, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity) in didentified on the Department of Treasury-s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at http://www.state.ni.us/freasury/murchase/pdf/Chapter/25 list, pdf Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder-s proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing such consequence, recovering damages, declaring the party in default and seeking debarment or suspension of the party. PLEASE CHECK THE APPROPRIATE BOX: To certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder-s Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury-s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (Achapter 25 List). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below. OR G I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlines able by completed the box below. Name: Relationship to Proposer: Description of A									_	
Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or Percene a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury-s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at http://www.state.nj.us/freasury/purchase/pdf/Chapter/25List.pdf Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder-s proposal non-responsive. If the Authority finds a person or entity to be in violation of law, she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. PLEASE CHECK THE APPROPRIATE BOX: I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder-s Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury-s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (Achapter 25 Liste). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certification decoration in the behalf. I will ship Part 2 and sign and complete the Certification below. Fallure to provide such ripid to the proposal being rendered non-responsive and appropriate penalties, fines and/or sanction	OFS N	NUMBER:			Proposer:	DEBIA	からも き	SEMINA	ra ap	CHTICAG
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Duration of Engagement: Proposer Contact Name: Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.	You m	ust provide a ents, subsidia:	detailed, accura ies or affiliates,	te and precise descri engaging in the inve	ption of the acti stment activities	vities of the in Iran out	e bidder _j Hines abl	person/enti e by compl	ty, or o eted th	ne of e box
Proposer Contact Name: Contact Phone Number: Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.			es:	Relationship to Pro	poser:					
Proposer Contact Name: Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.	Durati	on of Engageme	nt·	25 W 26 - 1 A 1 W 27 - 27 - 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1	Anticipated Cess	ation Date:			(1000-1000-1000-1000-1000-1000-1000-100	
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	thereto of the a thereby contract I ackno and if I breach certifica	to the best of n bove-reference acknowledge t ts with the Aut wledge that I a do so, I recog of any agreemention void and i	ny knowledge are of the person or entity, that I am under a hority to notify the maware that it is nize that I am subsent(s) with the Autonoforceable.	true and complete. I I acknowledge that to continuing obligation to Authority in writing a criminal offense to no ject to criminal prosethority and the Authority and Authority and Authority and Authority and Authority and Authority and Authority and Authority and Authority and Auth	attest that I am a the Authority is r from the date of t of any changes to nake a faise stater ecution under the	uthorized to elying on the his certificate the answer ment or misr law and the	execute the information through the continuous or infor epresentation it will a	his certification contained by the company the company the company the content of	ion on the distribution of	oehalf n and of any erein. tions, terial n this

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538

E-mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of those 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 re of NJSA. 10:5-31 and NJA.C. 17:27. Representative's Name/Fittle (Print):	elected as acco-responsive if said cont	1 1	the regularements PRESIDENT
Representative's Signature: MICLARE	GEBURAL DE	CHIECT, 1	26
727-740	Date: 21 JUNE.	20.17	3 ,

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

of JREGET CIT, (hereafter "owner") do hereby agree that the The contractor and the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 of son), which prohibite 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 centrect. In providing any aid, benefit, or estyles on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compilance with the Act. In the event that the contractor, its agents, servants, employees, of subcontractors violate or are alleged to have violated the Act during fite performence of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced purment 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, chims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The confractor shall, at its own expense, appear, defend, and pay any and all charges for logal sarvices 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 grisvence procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said gricyance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to ours a violation of the ADA which has been brought pursuant to its grisyance procedure, the contractor shall eatisfy 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 agants, servants, and employees, the owner shall expeditionary 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 postractor of the obligation to comply with the Act and to define, indomnify, protect, and save harmless the owner pursuant to this paragraphs.

It is farther 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 proclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Raprosentative's l	Vame/Title Pri:	mi N/CH	ARL C	电的外线	: VICE	PRESIDENT
Representative's a						
rel No.1 131	748 -06	20 1.	Dats:_	21 704	12 7017	

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:	DEBIASSE -	SEMINARA	ARCHITE	cts, PC
Address:		HINGTON V		<u> </u>
Telephone No. :	MARTINSVILL 732 - 748 -	e NJ 08	9361	•
Contact Name:	MICHAEL	DEBIASS	<u> E </u>	
· · · Please check appli	cable category:	4		
Minority	Owned Business (MBE)		ority& Woman ness (MWBE)	Owned
Woman (Owned business (WBE)	Neith	er · · ·	
•			4	•

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

Hispanie: 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 Par 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:	DEBIASSE & SEN	ware Architect	5,70
Address:		aton Valley Roat	> <u> :</u>
Telephone No. :	132 - 748 - 060	NJ 099361	•
Contact Name:	MICHAEL DE	BIASSE	
· · · . Please check appli	cable category:	• •	•
Minority	Owned Business (MBE)	Minority& Woman Own Business (MWBE)	ed .
Woman (Owned business (WBE)	Neither	•
Definitions Minority Business K.	nterorisa		• ,

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 parson having origins in any of the black racial groups of Africa

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endor	seme	nt(s)	•						
PRODUCER					li Harve	y			
Chadwick Brokerage, LLC				PHONE (A/C, No, Ext): (908) 766-6570 FAX (A/C, No):					
126 South Finley Avenue				E-MAIL ADDRESS: eli@chadwickbrokerage.com					
				INSURER(S) AFFORDING COVERAGE NA					
Basking Ridge	NJ 07920	INSURER A:	Hanove	r Insurance C	ompany	22292			
INSURED		INSURER B :							
DeBiasse & Seminara Archit	ects,	PC		INSURER C:					
1955 Washington Valley Ro	ad			INSURER D :					
Martinsville, NJ 08836				INSURER E :					
				INSURER F :					
COVERAGES CER	TIFIC	ATE	NUMBER:	<u> </u>			REVISION NUMBER:		
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GEN'L AGGREGATE LIMIT APPLIES PER:		İ					GENERAL AGGREGATE \$		
POLICY PRO- LOC							PRODUCTS - COMP/OP AGG \$		
							\$		
OTHER: AUTOMOBILE LIABILITY	 						COMBINED SINGLE LIMIT (Ea accident) \$		
<u>├</u>						·	BODILY INJURY (Per person) \$		
ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per accident) \$		
AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE		
HIRED AUTOS AUTOS]						(Per accident) \$		
UMBRELLA LIAB OCCUP							EACH OCCURRENCE \$		
H-warran H occount	.						AGGREGATE \$		
J OB MINO-MADE							AGGREGATE \$		
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If yes, describe under DESCRIPTION OF OPERATIONS below	ļ						E.L. DISEASE - POLICY LIMIT \$		
A Professional Liability			LHY D020191 04	8/26	3/2016	8/26/2018	\$2,000,000 each claim \$2,000,000 aggregate		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may be attacl	ed if more	space is require	ed)		
Reference: Engine Co. #15 Renovations,	Proje	et No.	. 2015-018						
CERTIFICATE HOLDER				CANCELL	ATION				
				THE EXP	PIRATION	DATE TH	DESCRIBED POLICIES BE CANC EREOF, NOTICE WILL BE CY PROVISIONS.		
City of Jersey City				AUTHORIZED	REPRESE	NTATIVE			
280 Grove Street				1					
Jersey City, New Jersey 07	302								

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	SUBROGATION IS WAIVED, subject his certificate does not confer rights t	o the c	ertif	icate holder in lieu of su	ich end	lorsement(s)	-	require an endorseme	nt. A s	statement on
	DUCER	-	973-	467-8850		^{c⊤} Elizabet				
KR/ 871	a Mountain Ave, PO Box 266			•	PHONE (A/C, No	o, Ext): 973-46	7-8850		_{):} 973-4	167-5641
Spr	ingfield, NJ 07081				ABORE	_{ss:} elizabeti	ır@krainsu	rance.com		· 1
CIIZ	abeth J. Riopel					INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
					INSURE	RA: Selecti	/e Fire & Ca	asualty ins		14377
INSL	De Biasse & Seminara, P				INSURE	RB: Selecti	e Casualty	ins Co		14376
	1955 Washington Valley Martinsville, NJ 08836	Ka.			INSURE	RC:				
	Wattilisville, NO 00000				INSURE	RD:				
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				NUMBER:				REVISION NUMBER:		
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Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR			S 1766964		05/29/2017	05/29/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
	POLICY PROT LOC							PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	ANY AUTO			5 1766964		05/29/2017	05/29/2018	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per acciden	t) \$	
	X HUFES ONLY X NOTES WHE							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA		NC 425441	05/29/20	05/29/2017	05/29/2018	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYE	E \$	1,000,000 1,000,000
	DESCRIPTION OF OPERATIONS below	.						E.L. DISEASE - POLICY LIMIT	· \$	1,000,000
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per	mit for General Liability as per the	e polic	CV P	rovisions.	LOI					
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<u>CE</u>	RTIFICATE HOLDER	-			CAN	-ELLATION				
					SHC	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE	CANCE	LLED BEFORE
					THE	EXPIRATION OR DANCE WI	N DATE THE	EREOF, NOTICE WILL LY PROVISIONS.	BE D	ELIVERED IN
	City of Jersey City				^~~			/ 		
	280 Grove Street				AUTHO	RIZED REPRESE	NTATIVE			
	Jersey City, NJ 07302						0 1			

ACORD 25 (2016/03)

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

City Clerk File No	Res. 17-625	
Agenda No	10.Z.16	
Approved:	JUL 1 9 2017	



RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO ARCADIS U.S., INC. (ARCADIS) TO CONDUCT LICENSED SITE REMEDIATION PROFESSIONAL OVERSIGHT IN ASSISTING WITH THE VACATING OF TENANTS AND REMOVAL OF UNDERGROUND STORAGE TANKS ON THE PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING



COUNCIL AS A WHOLE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) took possession of the PJP Landfill Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010; and

WHEREAS, the PJP Landfill Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites. The Site environmental condition investigation must be completed the delete the Site from the NPL; and

WHEREAS, the PJP Check Cashing Site (Project No. 12-009) is a portion of the PJP Landfill Site; and

WHEREAS, ARCADIS U.S., INC. (ARCADIS) (f.k.a. Malcolm Pirnie) is currently performing a Remedial Investigation (Resolution No. 16-202) of the PJP Check Cashing Site for the City; and

WHEREAS, to be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements, to remove the Site from NPL, and to prevent the need of repeated environmental investigation or remediation in the future, the City requires tanks to be removed and tenants to be vacated to safely and adequately facilitate the Remedial Investigation; and

WHEREAS, the City requires Licensed Site Remediation Professional (LSRP) oversight for the tank removal and vacating of tenants in concurrence with the Remedial Investigation; and

WHEREAS, Resolution No.16-499 approved on July 13, 2016 awarded a professional engineering services contract to ARCADIS in the amount of Eighty Six Thousand Dollars and Zero Cents (\$86,000.00) for LSRP oversight for the tank removal and vacating of tenants; and

WHEREAS, the City changed the scope of work required for oversight of the tank removal to include creation of specifications for a public bid document that can be used for numerous other construction projects; and

WHEREAS, ARCADIS agrees to perform the additional work in accordance with its attached proposal dated June 15, 2017, for the sum of Seventeen Thousand Dollars and Zero Cents (\$17,000.00); and

WHEREAS, the term of the agreement shall be extended one (1) additional year from July 14, 2017 to July 13, 2018; and

WHEREAS, funding in the amount of Seventeen Thousand Dollars and Zero Cents (\$17,000.00) is available for this expenditure from:

Account No. 04-215-55-912-990 Requisition #0179661 P.O. # 125665 Amount \$17,000.00

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NOW,	THERE	FORE,	, BE I'	res	OLVED by the Mu	nicipal (Counci	l of the	City of Jersey City	that:		
1.	Thousan	d Dolla	ırs and	Zero C	DIS is amended to ents (\$17,000.00), a endment attached he	and the N						
2.	The cont	ract be	ameno	led as	stated in the First A	mendme	ent;					
3.	All other	terms	and co	ndition	ns of the contract re	main in	effect;					
4,					shall be published o law within ten (10)				f general circulation	n in the C	lity	
I <u>J</u>	Mul	Lau	(D diture i	onna l n acco	Mauer), as Chief Fi	inancial al Budg	Office	r, here	by certify that thes A. 40A:4-1 et. seg.	se funds	are	
					equisition # <u>017966</u>				-			
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RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO ARCADIS U.S., INC. (ARCADIS) TO CONDUCT LICENSED SITE REMEDIATION PROFESSIONAL OVERSIGHT IN ASSISTING WITH THE VACATING OF TENANTS AND REMOVAL OF UNDERGROUND STORAGE TANKS ON THE PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@jcnj.org

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

Contract Purpose

To be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the PJP Landfill Site from the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites, the City requires the professional services of an environmental and engineering firm to perform Licensed Site Remediation Professional (LSRP) oversight to assist in the removal of underground storage tanks and vacating of tenants on the PJP Check Cashing Site, Project No. 12-009, which is a portion of the greater PJP Landfill Site. The City has since changed the scope of work and requires additional assistance in constructing public bid documents for tank removal.

Cost (Identify a	ll sources and amounts)	Contract term (include all proposed renewals
04-215-55-912-9	990 : \$17,000.00	Twelve (12) months
Type of award	Fair and Open	
f "Other Excep	otion", enter type	
Additional Info	rmation	
and force the City resolution amend	y to reevaluate the environmental cond lment will comply with NJDEP require	ks on the Site could impact on-going Remedial Investigation attions of the Site in the future. The implementation of this aments and aid in the City's efforts to remove the Site from the vestigation or remediation in the future.
certify that all	the facts presented herein are acc	curate.
Jane P.	Cuala	7/11/17
ignature of Mu	ınicipal Engineer	Date



STEVEN M. FULOP

MAYOR OF JERSEY CITY

CITY OF JERSEY CITY DEPARTMENT OF ADMINISTRATION DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

MUNICIPAL SERVICES COMPLEX

13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305 P: 201 547-4411



ROBERT KAKOLESKI BUSINESS ADMINISTRATOR

MEMORANDUM

DATE:

July 11, 2017

TO:

Rolando L. Lavarro Jr., Council President and Council Members

FROM:

Jose R. Cunha, Municipal Engineer

SUBJECT:

Increased LSRP Oversight for PJP Check Cashing Site

The City of Jersey City, Project No. 12-009

Resolution Amendment: Resolution 16-499, Contract with Arcadis - U.S., Inc.

To be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the PJP Landfill Site from the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites, the City requires the professional services of an environmental and engineering firm to perform Licensed Site Remediation Professional (LSRP) oversight to assist in the removal of underground storage tanks and vacating of tenants, as awarded in Resolution 16-499, in concurrence with the Remedial Investigation on the PJP Check Cashing Site, Project No. 12-009, which is a portion of the greater PJP Landfill Site.

The City has since changed the scope of work required for oversight of the tank removal to include creation of specifications for a public bid document that can be used for numerous other construction projects.

In response to the City's request for proposal for the increased scope, Arcadis – U.S., Inc. submitted the attached proposal dated June 15, 2017 in the amount of Seventeen Thousand Dollars (\$17,000.00).

Following are the sources of funding for this project:

1. Account No. 04-215-55-912-990

\$17,000.00

Attached for your consideration is the Resolution Amendment authorizing additional LSRP oversight to Arcadis – U.S., Inc. with the amount of Seventeen Thousand Dollars (\$17,000.00) for the subject project.

Jose R. Cunha Municipal Engineer FIRST AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH ARCADIS U.S., INC. TO CONDUCT LICENSED SITE REMEDIATION PROFESSIONAL OVERSIGHT IN ASSISTING WITH THE VACATING OF TENANTS AND REMOVAL OF UNDERGROUND STORAGE TANKS ON THE PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING

WHEREAS, the City of Jersey City (City) took possession of the PJP Check Cashing Site (Site) located at 400 Sip Avenue through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites. The Site's environmental condition investigation must be completed prior to being deleted from the NPL; and

WHEREAS, ARCADIS U.S., INC. (ARCADIS) (f.k.a. Malcolm Pirnie) is currently performing a Remedial Investigation (Resolution No. 16-202) of the PJP Check Cashing Site for the City; and

WHEREAS, to be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements, to remove the Site from NPL, and to prevent the need of repeated environmental investigation or remediation in the future, the City requires tanks to be removed and tenants to be vacated to safely and adequately facilitate the Remedial Investigation; and

WHEREAS, Resolution No.16-499 approved on July 13, 2016 awarded a professional engineering services contract to ARCADIS in the amount of Eighty Six Thousand Dollars and Zero Cents (\$86,000.00) for LSRP oversight for the tank removal and vacating of tenants; and

WHEREAS, the City changed the scope of work required for oversight of the tank removal to include creation of specifications for a public bid document that can be used for numerous other construction projects; and

WHEREAS, ARCADIS agrees to perform the additional work in accordance with its attached proposal dated June 15, 2017, for the sum of Seventeen Thousand Dollars and Zero Cents (\$17,000.00); and

WHEREAS, the term of the agreement shall be extended one additional year from July 14, 2017 to July 13, 2018; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- 1. The contract with ARCADIS authorized by Resolution No.16-499 approved on July 13, 2016 is amended to increase the sum by the amount of Seventeen Thousand Dollars and Zero Cents (\$17,000.00) for the performance of the increased scope of work requested by the City and described in ARCADIS's proposal dated June 15, 2017, which is attached hereto.
- 2. The following language is added to Article II, Section 2 of the original Professional Services Agreement with Arcadis:

The term of the Agreement shall be extended one (1) additional year to July 13, 2018.

3. The following language is added to Article V, Section 1 of the original Professional Services Agreement with Arcadis:

- E. <u>Errors & Omissions Liability Insurance</u>: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and in aggregate.
- 4. All other terms, covenants, conditions, rights, and liabilities of the parties as set forth in the Professional Services Agreement with ARCADIS dated _______shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and ARCADIS, by an authorized representative, have executed this First Amendment to the Agreement and affixed their corporate seal thereto on the date set forth above.

CITY OF JERSEY CITY	ATTEST:
ROBERT KAKOLESKI	ROBERT BYRNE
Business Administrator	City Clerk
Date:	Date:
ATTEST:	ADCADE H.C. DIC
	ARCADIS U.S., INC.
	BY:
	Gerard M. Spiesbach
	Associate Vice President
APPROVED AS TO LEGAL FORM	
RAYMOND REDDINGTON	
Supervisory Assistant Corporation Counsel	
APPROVED FOR INSURANCE REQUIRE	MENTS
MATTHEW HOGAN	
Risk Manager	
[DATE]	



Jose R. Cunha, PE, CME, CPWM, CRP
Director of Engineering
City of Jersey City Municipal Services Complex
Department of Administration - Division of Engineering, Traffic and Transportation
13-15 Linden Avenue East
Jersey City, New Jersey 07305

Arcadia U.S., Inc. 17-17 Route 208 North Fair Lawn New Jersey 07410 Tel 201 797 7400 Fax 201 797 4399 www.arcadia.com

Subject:

Proposal for Specifications Development for Division of Engineering, Traffic, and Transportation

Dear Mr. Cunha:

Arcadis, US, Inc. (Arcadis) is pleased to provide this proposal for professional services to Jersey City (City) for the development of selected construction specifications for the Division of Engineering, Traffic, and Transportation.

BACKGROUND AND NEED FOR SERVICES

The proposed construction specifications will be intended to coordinate with and augment the City's existing standard "Division 00" (bidding and contracting requirements, sometimes also referred to as "boiler plate" and "front-end documents"), which is currently entitled, "Supplementary Specifications" (referred to herein as "Division 00" documents). The City's existing Division 00 documents were developed largely for, and are intended for use on, roadway and curb/gutter projects. The existing Division 00 documents have been vetted and approved by the City's Purchasing Department and the City's legal counsel, and we understand that the City is reluctant to make significant revisions to its standard Division 00 documents.

However, as the City implements diverse projects that involve different construction and contractual risks than streets and curb/gutter projects (just one example of such a non-streets/curb/gutter project is our current PJP Operating Area Storage Tanks removal project (hereafter, "the Project")), we believe that the City's current Division 00 may provide insufficient allocating foreseeable contractual risk and responsibilities in the modern construction marketplace. For example, construction work on the Project will involve: (1) multiple, private properties instead of public rights-of-way; (2) excavation to depths greater than the very-shallow depths common on streets/curb/gutter projects; and (3) the

Date: June 15, 2017

Contact: Gerard M. Spiesbach

Phone: 201-797-7400

Email: Gerry.Spiesbach @arcadis.com

Our ref: 66000261.0017 Jose R. Cunha June 15, 2017

potential of encountering "constituents of concern" (e.g., the presence at the construction site of petroleum, asbestos, hazardous waste, or other hazardous materials that may constitute a "hazardous environmental condition"), for which risk and responsibility should be properly allocated to protect the City and its taxpayers for reasonable construction pricing. In addition, in the modern construction marketplace, it is often necessary to address in detail requirements for a project's administrative and procedural requirements, such as procedures and requirements for progress and final payments; contract modification procedures; procedures for the contractor's request of approvals for substitute and "or-equal" items; submittal procedures; procedures for electronic communications; responsibility for temporary construction, temporary facilities, and temporary utilities; and many others. Such requirements are typically set forth in either Division 00 or the Division 01 specifications. Many of these topics are either not addressed fully, or at all, in the City's current Division 00 documents. We believe this increases the City's risk during construction.

If authorized by the City, we will prepare Division 01 specifications for the Project to augment and coordinate with the City's existing Division 00 documents. The specifications sections we will prepare under this authorization are indicated on the enclosed altachment. The specifications to be prepared under this authorization are intended for the Project, and are not intended to serve as standard specifications for the City. However, we believe that the specifications to be developed under this authorization would be of significant use to the City on other projects and can be adapted or edited for other projects as required. Should the City desire that Arcadis develop "standard specifications" (e.g., in template style, including notes to users to assist specifiers in adapting the documents for each individual project) such services could be done under a separate authroization.

SCOPE OF PROFESSIONAL SERVICES

We propose to develop the associated Division 01 specifications as follows:

1. Review of Existing Division 00 Documents: Arcadis will review the City's existing Division 00 (bidding and contracting requirements) documents, including the City's typical construction purchase order, agreement, and council resolution language used for authorizing construction contracts. The City will furnish to Arcadis a copy of the current edition of all such documents, together with any other required forms included in City construction contracts.

Arcadis will compare the City's documents with the provisions of standard contract documents widely used for public work in the United States: the Construction (C-Series) Documents of the Engineers Joint Contract Documents Committee (EJCDC), including the current (2013) C-Series and EJCDC's planned revisions for the upcoming 2018 edition of the C-Series

The result of this activity will be a comment memo for the City's consideration on suggested improvements to the City's documents. This authorization, however, does not involve drafting actual revisions to the City's Division 00 documents.

While we believe the comment memo will be informative and useful to the City, the principal goal of this activity is for Arcadis to obtain an adequate understanding of the City's Division 00 documents so that the proposed Division 01 specifications can be properly coordinated with the City's Division 00 documents.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Jose R. Cunha June 15, 2017

- Division 01 Specifications for the Project: Arcadis will develop Division 01 ("General Requirements") specifications for the Project, coordinated with the City's Division 00 documents. The Division 01 specifications included in our scope and budget are indicated on the enclosed attachment.
 - The proposed Division 01 specifications for the Project will be developed from Arcadis's Standard Division 01 Specifications and the EJCDC C-Series documents. The Division 01 specifications will be numbered and titled in accordance with the 2016 edition of MasterFormat by the Construction Specifications Institute (CSI) and, where applicable, changes approved by CSI for the upcoming (2018) edition of MasterFormat, and CSI SectionFormat/PageFormat.
- 3. Deliverables and Completion: Arcadis will transmit the draft Division 01 specifications to the City as electronic files (PDF documents) transmitted via e-mail for review and comment by the City. Arcadis will participate in one conference call with the City to present the specifications and receive one coordinated set of the City's comments.
 - Arcadls will make final revisions to the Division 01 specifications and furnish the final specifications to the City in accordance with Arcadis's existing scope of professional services for the Project.

ARCADIS PERSONNEL

For the services covered herein, Arcadis intends to use Kevin O'Beirne, PE (NY, PA), FCSI, CCS, CCCA, who will be the principal author of the subject specifications. Mr. O'Beirne manages Arcadis's system of standard construction documents; he is a past National Chair (FY2014-2015) of EJCDC, where he participates with EJCDC's Construction, Procurement, and Design/Build Subcommittees. He is also a member of CSI's MasterFormat Maintenance Team. Mr. O'Beirne has 30 years of experience designing and administering to the construction of public works, and frequently assists Arcadis project teams with resolution of construction claims. He will work closely with Arcadis's project manager for the Project, Vishal Shah.

COMPENSATION

Arcadis proposes to perform the services indicated in this proposal on a fixed hourly rate basis for a not-to-exceed cost of \$17,000. The hourly rates will be the same hourly rates included in Arcadis's current authorization for the Project; a copy of these rates is enclosed. As in all our contracts with the City, the City will be invoiced for the actual labor and expenses incurred during Arcadis's performance of its services up to the not-to-exceed amount.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document,

Jose R. Cunha June 15, 2017

SCHEDULE

From the date of our authorization to proceed, Arcadis will deliver to the City the draft Division 01 specifications within 28 calendar days. Upon receipt of the City's comments on the draft documents, Arcadis will deliver the completed bidding documents for the Project to the City within 10 calendar days.

Should you have any questions or require additional information, please do not hesitate to contact us. Sincerely,

Arcadis U.S., Inc.

Gerard M. Spiesbach Associate Vice President Vishai Shah, PE

Senior Environmental Engineer

Coples:

Justina Cheng, City of Jersey City

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract, if this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

ATTACHMENT 1 TO ARCADIS PROPOSAL

LIST OF DIVISION 01 SPECIFICATIONS TO BE DEVELOPED BY ARCADIS

<u>DIVISION 01 – GENERAL REQUIREMENTS</u>

01 11 13, Summary of Work
01 14 16, Coordination with Owner's Operations
01 14 19, Use of Site
01 21 00, Allowances
01 22 13, Measurement and Payment
01 25 00, Substitution Procedures
01 26 00, Contract Modification Procedures
01 29 73, Schedule of Values
01 29 76, Progress Payment Procedures
01 31 13, Project Coordination
01 31 19.13, Pre-Construction Conference
01 31 19.23, Progress Meetings 01 31 26, Electronic Communication Protocols
01 32 16, Progress Schedule
01 32 33, Photographic Documentation
01 33 00, Submittal Procedures
01 35 23, Safety Requirements
01 35 43.13, Environmental Procedures for Hazardous Materials
01 35 44, Spill Prevention Control and Countermeasures Plan
01 41 24, Permit Requirements
01 41 26, Storm Water Pollution Prevention Plan and Permit
01 41 28, Confined Space Entry Permit
01 42 00, References
01 45 29.13, Testing Laboratory Services Furnished by Contractor
01 51 05, Temporary Utilities
01 52 13, Contractor's Field Office and Sheds
01 55 26, Maintenance and Protection of Traffic
01 57 05, Temporary Controls
01 57 33, Security
01 61 00, Common Product Requirements
01 62 00, Product Options
01 65 00, Product Delivery Requirements
01 66 00, Product Storage and Handling Requirements
01 71 23, Field Engineering
01 71 33, Protection of the Work and Property 01 74 05, Cleaning
01 77 19, Closeout Requirements
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01 78 39, Project Record Documents

Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2014 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

Classification		Hourly Rate
Technician 1	(Grade 1)	\$59 hr
Technician 2	(Grade 2)	\$72 hr
Technician 3	(Grade 3)	\$80 hr
Technician 4	(Grade 4)	\$110 hr
Technician 5	(Grade 5)	\$114 hr
Technician 6	(Grade 6)	\$132hr
Technician 7	(Grade 7)	\$158 hr
Technician 8	(Grade 8)	\$180hr
Sr. Project Engineer/Scientist/Architect 1	(Grade 5)	\$106 hr
Sr. Project Engineer/Scientist/Architect 2	(Grade 5)	\$120 hr
Sr. Project Engineer/Scientist/Architect 3	(Grade 6)	\$128 hr
Sr. Project Engineer/Scientist/Architect 4	(Grade 7)	\$136 hr
Sr. Project Engineer/Scientist/Architect 5	(Grade 8)	\$164 hr
Sr. Project Engineer/Scientist/Architect 6	(Grade 9)	\$192 hr
Associate	(Grade 10)	\$222 hr
Senior Associate	(Grade 11)	\$240 hr
Officer	(Grade 12)	\$258 hr

Overtime: No overtime premium is charged for project work outside of normal working hours.

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation \$0.61 per mile for vehicles.
- Equipment a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting a schedule of monthly web hosting rates is available for client access web sites

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.



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				vas recorded on Oo son County; and	ctober 3	30, 20)7 in I	Book 16412 at Pag	e 0299	of	
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✓ Indicates Vote	/	<u>l</u> .	<u> </u>	ROBINSON		<u></u>	<u> </u>	LAVARRO, PRES	I.VNot	L Votina í	Abstain
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Alf Dyne.
Robert Byrne, City Clerk Rolando R. Lavarro, Jr., President of Council

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 property located at: 59			-	tgage affecting real
Initiator				
Department/Division:	· · · · · · · · · · · · · · · · · · ·		Community Develo	opment
Name/Title:	Kimberly El-Sadek	Initialed:	Chief Program Coor	rdinator/CDBG-HORP
Phone/Email: Note: Initiator must be av	201-547-5086	*	kel-sadek@jcnj.org	
Resolution Purpose Discharge of HORP/SH Property Address: 59 Be	elmont Avenue, Jerse	ey City, NJ 07304		
Block: 16903 f/k/a 1922				
HORP/SHRP Mortgage A	Amount: \$24,900	0.00		
Execution Date of HORP	/SHRP Mortgage:	9/27/2007		
Recording Date of HORP	- -	10/30/2007	Book: 16412	Page: 0299
Basis for Discharge of M Maturity of HORE	Iortgage:			

Maturity Date

\$ 2,490.00

Payoff Amount

1/13/2017

Date Payoff Received

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Satisfaction of HORP/SHRP Mortgage:

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

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City Clerk File No	Res. 17-627			FIERSE
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RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City (City) requires the services of a pediatric consultant to provide services in connection with the Child Health Care Immunization Clinic under the auspices of the. Department of Health and Human Services (Department); and

WHEREAS, Dr. Solomon Owusu, License #25MA05988100, is a licensed pediatrician and has been performing the services in an effective and efficient manner; and

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

WHEREAS, the resolution authorizing the award and the agreement itself must be available per public inspection;

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

WHEREAS, the contract period is from January 1, 2017 through December 31, 2017; and

WHEREAS, the total amount of this contract shall not exceed Thirty Eight Thousand Five Hundred Seventy (\$38,570.00) Dollars; and

WHEREAS, the Director of Department of Health and Human Services has determined and certified in writing that the value of the contract exceeds \$17,500; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Dr. Owusu has completed and submitted a Business Entity Disclosure Certification which certifies that Dr. Owusu has not made any reportable contributions to a political or candidate committees listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Dr. Owusu from making any reportable contributions through the term of the contract; and

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

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

WHEREAS, the funds in the amount of Five Thousand (\$5,000.00) dollars are available in DH&HS Clinical Services Division operating current fund Account No.1-201-27-333-312, the additional amount of Thirty Three Thousand Five Hundred Seventy (\$33,570.00) dollars will be made available in the calendar year 2017 temporary or permanent budgets.

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	No		 3	1017						
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	agreement und	er the L	led without com ocal Public Cont	racts Lav	w, <u>N.J</u>	<u>.S.A.</u> 4	40A:11-1 <u>et seq</u>	25		
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RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU.

Project Manager

I I O Ject Manager		
Department/Division	Health and Human Services	Clinic
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@jcnj.org

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

Resolu	tion I	urp	ose
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Services of a pediatric consultant to provide services in connection with the Child Health Care Immunization Clinic
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I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

DETERMINATION OF VALUE CERTIFICATION

Stacey L. Flanagan, of full age, hereby certifies as follows:

- 1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services that DHHS needs.
- 2. The Children's Health Clinic provides well baby care and immunization to infants and children up to age five and needs of the services of a Pediatrician.
- 3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
- 4. Dr. Solomon Owusu is board certified and licensed to practice medicine as a Pediatrician and Medical Internist in the State of New Jersey.
- 5. The DHHS recommendation is to award the contract to Dr. Solomon OWLISU.
- 6. The term of the contract is for one year January 01, 2017 through December 31, 2017.
- 7. The estimated amount of the contract exceeds \$17,500.00.
- 8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
- 9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1777

-Stacey L. Planagan, Director, DHHS

City of Jersey City Department of Health & Human Services

Professional Services Contract Physician

	Agreement made this	day of	, 2017, by	and between the City of Jersey
city,	a Municipal Corporation organ	ized and existin	g under the laws of the	e State of New Jersey, with its
princ	ipal place of business 280 Gro	ve Street, in the	City of Jersey City, the	e County of Hudson and the State
of Ne	w Jersey (herein referred to as	the "City") and	Solomon Owusu, M.I.), with his principal place of
busin	ess 559 West Side Avenue, Je	rsey City, NJ 07.	304, (herein referred to	o as the "Physician") License
	per 25MA05988100.	- •		,

Recitals:

- City is a Municipal Corporation and conducts the Child Health Care Immunization Clinic under the auspices of the Department of Health and Human Services, Division of Health located at 199 Summit Ave, Jersey City, NJ 07304. The clinic desires to have the following services performed by the Physician.
- 2. Physician agrees to perform these services for the City under the terms and conditions set forth in this contract.
- 3. Physician is duly licensed to practice his/her profession in the State of New Jersey.
- 4. This Agreement shall be in effect for twelve (12) months effective January 1, 2017 to December 31, 2017, and the total amount of the contract shall not exceed \$38,570.

1. NATURE OF WORK

The physician will perform services with respect to all matters relating to or affecting the Jersey City Child Health Care Immunization Clinic.

Physician shall provide medical services in accordance with the manual known as the Child Health Conference Manual, as published by the New Jersey State Department of Health, in accordance with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program guidelines and Head Start Guidelines as established by the State of New Jersey.

- a. Physician shall examine each child on admission, and as necessary, thereafter;
- b. On intervening visits, briefly evaluate the medical condition of the child;
- c. Evaluate and provide appropriate immunization and referrals;
- d. Discuss health and emotional problems with parents and staff;
- e. Provide counseling in nutrition, feeding, growth and development areas;
- f. Provide medical documentation in the clinical setting; and
- g. Administer immunizations and provide appropriate counseling.

II. TIME AND PLACE OF WORK

The Physician will be present as needed, and shall work hours agreed upon by the Physician and the Coordinator of the Child Health Care Clinic of Jersey City, provided the Physician shall be available, as necessary, for the entire period of a scheduled immunization session.

The Physician also will provide the foregoing service for immunization clinics, health related outreach programs for infants, pre-school children, adults and Child Health Conference sessions suitability for immunization of individuals and shall provide immunizations at community outreach programs.

III. COMPENSATION

For all services rendered, under the terms of this agreement the total contract amount shall not exceed \$38,570, the Physician is to be paid at a rate of \$60.00 per hour. The Physician shall bill the City for services rendered during the month, provided all requirements of the Agreement are satisfactorily met. The Physician will not bill the patient or health insurance programs.

IV. RELATIONSHIP OF PARTIES

The parties agree that the Physician and the relation created by this contract is that of employer and independent contractor. The Physician is not an employee of the City, is not entitled to the benefits provided by the employer to its employees, including but not limited to group insurance, pension plan and workmen and compensation benefits. Physician may practice his/her service for others during those periods when the physician is not performing work under the contract for the City.

V. LIABILITY AND INSURANCE

- 1. Consultant shall purchase and maintain the following insurance during the term of this Contract.
 - A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations covering as insured the Consultant with not less than Two Million (\$2,000; 000) Dollars combined single limit for Bodily Injury and Property Damage Liability. T1 City of Jersey City, its agents, servants shall be named as additional named insured.
 - B. Worker's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Consultant in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

 3.

- C. <u>Professional Liability Insurance</u>: covering as insured the Consultant with not less than TWO MILLION DOLLAR (\$2,000,010) 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.
- 2. The Consultant agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

<u>Before commencing the work</u>, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract.

- 3. The insurance policies described in this Article shall be kept in force for a period specified below.
- A. Comprehensive General Liability, Automobile Liability Coverage, and Worker's Compensation Insurance shall be kept in force until submission of the Consultant's final invoice.

VI. TERMINATION

Either party 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, The Physician shall immediately discontinue services. The Physician shall be paid the amount earned by or reimbursable to the Physician hereunder to the time specified in said notice. The Physician shall have no further claim against the City with respect thereto.

VII. CERTIFICATION OF FUND

The continuation of this Agreement after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget. If sufficient funds are not made available, this contract shall terminate after the expenditure of funds encumbered in the temporary budget.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entirePage 3 of 6 agreement between City and the Physician.

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.

IX. ASSIGNMENT

The Physician shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

X. CHOICE OF LAW

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

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.

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

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.

XIII. 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.

XIV. 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 there at; 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.

XV. NOTICE

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

Stacey L. Flanagan 199 Summit Ave Suite E-1 Jersey City, N.J. 07304 Dr. Solomon Owusu, MD 559 West Side Avenue Jersey City, N.J. 07304

XVI. FACILITIES

The City of Jersey City shall operate and maintain facilities and provide at its own cost supplies and equipment necessary and proper to the performance of the Physician's position.

XVII. City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

XVIII. RECORDS AND FILES

All patient charts shall belong to and remain the property of the City. The Physician shall not be entitled to keep or reproduce City's records or charts related to any patient or subject of the Child Health Care Immunization Clinic unless that patient shall request specifically that his/her records be transmitted to the Physician.

XIX. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Physician shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Physician. Before final payment on the contract is made by, the contracting agency, the Physician 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 Physician 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 User 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, e.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.

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.

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 has neither made a contribution, that is reportable pursuant_{Page 5 of 6} 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 City of Jersey City when the contract is awarded.

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, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

XXII. MISCELLANEOUS

This Agreement shall be interpreted and governed according to the laws of the State of New Jersey.

XVI COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

- (a) If the Agreement exceeds \$36,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- (b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:
- 1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.
- 2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$36,000.00.

IN WITNESS WHERE OF, the City has caused the Agreement to be signed by its duly authorized officers and its seal to here to affixed, and Physician has executed this Agreement on the date set forth above.

Robert Kakoleski	Acting Business	Administrator

Stacey L. Flanagan, DH&HS Director

ATTEST:

Robert Byrne, City Clerk

Solomon Owusu, MD -Physician

Princeton Insurance Company

COMMON POLICY DECLARATIONS: RENEWAL CERTIFICATE

If you have any questions about your policy, please contact your agent at (973) 383-3421.

POLICY NUMBER: PS00013509

POLICY TYPE: OCCURRENCE PLUS

Named Insured and Mailing Address NEIGHBORHOOD CLINIC, LLC 559 WEST SIDE AVENUE

JERSEY CITY, NJ 07304

Agent:

BOLLINGER INC. DBA WOODLAND GROUP

580 RTE 15 SUITE A

SPARTA, NJ 07871

Policy Period: 02/01/2017 to 02/01/2018 12:01 a.m. Standard Time

		Retroactive	
PROFESSIONAL LIABILITY SCHEDULE:	License	Date	Premium
NEIGHBORHOOD CLINIC, LLC 088999 ENTITY: Shared Limits (no charge) Sharing Limits With: Solomon Owusu, MD		11/01/1995	INCLUDED
Solomon Owusu, MD 080257 Internal Medicine-no surgery	25MA05988100	02/01/1994	\$ 14,124.00

\$3,000,000 Annual Aggregate Limit of Liability: \$ 1,000,000 Each Claim

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

Professional Liability Coverage Part:

\$ 14,124.00

NJ Property & Liability Insurance Guaranty Assessment

\$ 127.12

DUE DATE: 02/01/2017

TOTAL PREMIUM AMOUNT DUE:

\$ 14,251,12

APPLICABLE FORMS: See Form AF0004.

November 17, 2016

DATE

Page 1 of 1

CPD0001 05/12

Princeton Insurance Company

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Agent:

BOLLINGER INC. DBA WOODLAND GROUP 580 RTE 15 SUITE A SPARTA, NJ 07871

Policy Period: 02/01/2017 to 02/01/2018 12:01 a.m. Standard Time

DDOCTORIONAL LIADII ITV COLUCTURE.		Retroactive	
PROFESSIONAL LIABILITY SCHEDULE:	License	Date	Premium
NEIGHBORHOOD CLINIC, LLC	:		***********
088999 ENTITY: Shared Limits (no charge)			
Sharing Limits With: Solomon Owusu, MD	•	-	
		11/01/1995	INCLUDED
Solomon Owusu, MD			
080257 Internal Medicine-no surgery			
	25MA05988100	02/01/1994	\$ 14,124.00

1		·	
Limit of Liability:	\$ 1,000,000 Each Claim	\$3,000,000 Ann	ual Aggregate

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

Professional Liability Coverage Part:

\$ 14,124.00

NJ Property & Liability Insurance Guaranty Assessment

\$ 127.12

DUE DATE: 02/01/2017

TOTAL PREMIUM AMOUNT DUE:

\$ 14.251.1

APPLICABLE FORMS: See Form AF0004.

November 17, 2016

DATE

AUTHORIZED REPRESENTATIVE

CPD0001 05/12

Page 1 of 1

(REVISED 4/13)

EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

EXHIBIT A

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and	
understands that their contract/conjuncy's bid shall be rejected as non-responsive if said contractor of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.	r falls to comply with the requirement
Representative's Name/Title (Print):	nsi m
Representative's Signature:	1 1018
Name of Company: Weighter head	30.00
Tel. No.: 24 1932 5300 Date:	•

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

The contractor and the provisions of Title 11 of the An seq.), which prohibits discriming and activities provided or mad pursuant there unto, are made a pursuant there unto, are made a pursuant there unto, are made a pursuant there unto, are made a pursuant there unto, are made a pursuant there unto this contract, the Act. In the event that the coalleged to have violated the Act of any action or administrative protoct, and save harmless the ovicalms, losses, demands, or damicalleged violation. The contractor alleged violation. The contractor is graph services and any and all cost or incurred in connection therewer, and the contractor agrees grievance procedure. If any action owner, or if the owner incurs any to its griovance procedure, the contractors, the griovance procedure, the contractors are grievance procedure.	action on the basis of a cavallable by public part of fils contract. In the contractor agrees it untractor, its agents, suring the performance cocceding commenced year, its agents, servan ages, of whatever kind shall, at its own expenses a cith, in any and all corto abide by any decis nor administrative programments.	fisability by public entition entition, and the rules and providing any aid, benefit that the performance shall be ervants, employees, or sult of this contract, the contract pursuant to this Act. The contract and employees from an ernature, arising out of orms, appear, defend, and pursuant from such action or applaints brought pursuant ion of the owner which is occeding results in an away to the ADA which is	is in all services, programs of regulations promulgated regulations promulgated for service on behalf of the beautractors violate or appropriate violate or appropriate of against any and all suits columned to arise out of the pay any and all charges for administrative proceeding to the owner's glevance rendered pursuant to said and of damages against the has been brought pursuant.	hd oh se, her sele
to its gripyance procedure, the oc	industry arrest option)			

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, indomnify, 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, servents, employees and subcontractors for any claim which may mise 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 Agreement, nor shall they be construed to relieve the contractor from any liability, nor otherwise at law, from taking any other actions available to it under any other provisions of the Agreement or otherwise at law,

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Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name:	NEIGH	sontos cync
Address :	859	WEST STOP AND ONCO OF 304
Telephone No.:	201	4325300
Contact Name:	- Sol	our our 82 us
		•
Please check applicabl	le category:	
Minority Own	ed Business (MBE)	Minority& Woman Owned . Business(MWBE)
Woman Owne	d 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.

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Business Name:	Neighbo		MC.
· Address:		est 8 of Airby	2:C M 04504
Telephone No. :		32.5300	
Contact Name:	gorari	www. Omen	in tub:
Please check applie	cable category:		
Minority	Owned Business (MBE)	Minority& Woman Own Business (MWBE)	ned
	wned business (WBE)	Neither	
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 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

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

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Business Name:	- Midabe	14 11(000 C 1011 =		7 \
Address :	559 We	st side Ave,	sersey city, no	TU\$5(P)
Telephone No. :	201-432-5	·		
Contact Name:	Solomon	Owuso, mD		<u> </u>
Please check applicabl Minority Own	le category : ed Business (MBE)	Minority& Wo Business(MW	oman Owned BE)	
Woman Owne	ed business (WBE)	. Neither	•	
Definitions Minority Business Enterg	orise			

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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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Require	d Pursuant To N.J.S.A. 19:44A-20	,26	
	Y	d to the local way	:+
This form or its pe	ermitted facsimile must be submitte	o to the local Hill Contract	
no later th	an 10 days prior to the award of the	CORTRADO	
Part I - Vendor Information		•	<u> </u>
	OW DEMINO		
Vendor Name: SOLO MASSA			•
City: Oersey City	25	04.	
The undersigned being authorized to certify compliance with the provisions of N.J.S.A. form.	, hereby certifies that the submission 19:44A-20.26 and as represented by	Tile Histifications	epresents accompanying this
. /			
Signature P	rinted Name	Title	
Part II - Contribution Disclosure	No : contr	bution	s made
committees of the government entities. Check here if disclosure is provided in	. 0/0		
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Form AA302 Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

SMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to:

				SE	CTION A - 6	COMPAN	IY IDENT	IFICATI	ON				
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Certification

39046

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 sald report. This approval will remain in

effect for the period of

NEIGHBORHOOD CLINIC 559 WEST SIDE AVE.

JERSEY CITY ΝJ

0730

Andrew P. Sidamon-Erlstoff State Treasurer

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
VENDOR ACTIVITY SIDMARY REPORT

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I certify that the i NAME OF PERSON COMPL LAST FIRST			int or Typ		correct					SUBMITTED		,
Address (no. & street	?)		(CITY)	(STATE	3)	(ZIP)		PHONE (F	REA CODE,	NO., EKTENSI	ON)	
559 WEST SIDE AVE			JERSEY CITY	ĽЙ		07304		201-432	2-5300			
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APPENDIX A AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

	Tite tear a	S E E SU TIME S	,	
	The contractor and the provisions of Title 11 of the Amer seq.), which prohibits discrimination and activities provided or made a pursuant there unto, are made a par owner pursuant to this contract, the the Act. In the event that the contract of the Act. In the event that the contract of the Act. In the event that the contract of the Act. In the event that the contract of the Act. In the event that the contract of the Act. In the event that the contract of the Act. In the event that the contract of the and save harmless the owner claims, losses, demands, or damage alleged violation. The contractor of the event incurred in connection therewith procedure, the contractor agrees to grievance procedure. If any action of the owner, or if the owner incurs any exiterior its grievance procedure, the contractor, the contractor, the contractor, the contractor agrees to the grievance procedure, the contractor, the contractor agrees to the grievance procedure, the contractor, the contractor, or if the owner incurs any experience of the grievance procedure, the contractor, the contractor agrees to the grievance procedure, the contractor, or if the owner incurs any experience of the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure, the contractor agrees to the grievance procedure agrees to the grievance procedure agrees to the grievance procedure agrees to the grievance procedure agrees to the grievance procedure agrees to the grievance procedure agrees to the griev	on on the basis of disvailable by public ent to finis contract. In proceeding to finis contract. In proceeding to manage of the performance of the eding commenced proceding commenced proceding the expenses are all, at its own expenses and other expenses are abide by any decision administrative procedures to cure a violar ractor shall satisfy and rector shall satisfy an	ability by public entities and the rules and oviding any aid, benefit, the performance shall be ants, employees, or substitute to this Act. The contract the contract and employees from an enture arising out of ore, appear, defend, and poing from such action or plaints brought pursuant of the owner which is ceding results in an awaition of the ADA which is discharge the same at	in all services, programs, regulations promulgated or service on behalf of the aim strict compliance with contractors violate or are storshall defend the owner ontractor shall indemnify, dagainst any and all suits, claimed to arise out of the ay any and all charges for administrative proceeding to the owner's grievance rendered pursuant to said of damages against the las been brought pursuant its own expense.
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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 defond, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indomnify 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 indomnification 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 Agreement, nor shall they be construed to relieve the contractor from any liability or otherwise at law. from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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Representative's Name/Title	E LIIII)		 _
Representative's Signaturo:		71	
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rel No.: 201-432-530	<u>() -> </u>	7	
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Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name:	NÉIGHBOR	HOOD CATAN		
Address:	JERSEY C	TY, NJ 1979,557 1443 2 45300	,	• • • •
Aumos.	FAX: 20	1-432-463		
Telephone No.: _		_ ,		· · · · · · · · · · · · · · · · · · ·
Contact Name: _	Solomon- Ow	iusu mid		·
Please check applica	ble category:			
Minority Or	wned Business (MBE)		rity& Woman O less (MWBE)	wned
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Definitions	- raina		. ,	•

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:

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

			-	•	
City Clerk File No.	Res.17-628				EJERSA
Agenda No.	10.z.19				CHET PROSPER
Approved:	JUL 1 9 2017				E
TITLE:					
	A RESOLUTION RECOGN				PORATE SEE
	NUMEROUS PERSONAL	AND PROFES	SSIONAL	ACHIEVE	EMENTS -

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

WHEREAS, Mussab Ali is a first-generation Muslim-American living in Jersey City, New Jersey and is currently enrolled as a student at Rutgers University's Newark campus; and,

WHEREAS, pursuing undergraduate degrees in both neurobiology and economics concurrently with minors in Middle Eastern/Islamic Studies and chemistry, Mussab Ali is a diligent and well-rounded student; and,

WHEREAS, Mussab Ali has participated in research at the New Jersey Medical School, using pre-natal cortical cell-stretching to simulate concussions and has worked at SMC Digital Marketing as a client manager; and,

WHEREAS, Mussab Ali was named in April 2017 as a recipient of the prestigious Truman Scholarship, which will allow him to pursue his studies as a graduate student as he works toward his MD/MSHP degree; and,

WHEREAS, following the completion of his education, Mussab Ali plans to advocate for meaningful legislation and its effective implementation with lawmakers and doctors to craft innovative policies designed to improve healthcare access and quality in the United States; and,

WHEREAS, in addition to his prolific and ambitious student career, Mussab Ali is a loyal son of Jersey City, where he has advocated for issues including addressing youth homelessness, urban education, criminal justice reform, and discrimination against minorities; and,

WHEREAS, Mussab Ali was sworn in on May 15, 2017 as a founding member of Jersey City's Immigrant Affairs Commission, becoming the youngest of the nine-member advisory board.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council recognize Mussab Ali for being an outstanding example of a model scholar, advocate, and citizen.

APPROVED:	<u> </u>					ROVE	D AS T	O LEGAL FORM			
APPROVED:						fication	n Requ	Corporation Counsel	<u> </u>	<u>-</u>	
					Not F	Require	ed	□ APPROVED	9-C)	
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COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN	V			RIVERA	1		
GADSDEN	1/			OSBORNE	1			WATTERMAN	1		
BOGGIANO	1			ROBINSON	1			LAVARRO, PRES	V		
✓ Indicates Vote		•	•						N V -Not	Votina (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 Clerk File No	. Res. 17-629	
Agenda No	10.Z.20	
pproved:	JUL 1 9 2017	
TITLE:		CORPORATE SYD
		ORT OF CHANGING THE TIMES OF REGULAR COUNCIL MEETING GUST 14 & 16, 2017
COUNC	L AS A WHOLE, offered and r	noved adoption of the following resolution:
WHERE	AS, the City Council of Jersey C	City is the legislative body of Jersey City Government; and
the publi	AS, the City Council of Jersey on the Anna and Anthony R. Co., 280 Grove Street; and	City holds more than 48 meetings during the year open to cucci Memorial Council Chambers on the second floor at
WHERE from City	CAS, the city code provides that y Hall to hold any meeting, subj	the Council may by resolution designate a different place ect to a minimum of five (5) affirmative votes; and
Municipa	CAS, in an attempt to provide a rall Council wishes to hold its cause of August 16, 2017 at 10:00 a.m.	nore comfortable atmosphere due to the summer heat, the cus on Monday, August 14, 2017 at 10:00 am and regular and
officials	of the specifics involving the said	provide due and timely notice to the public and to all city d meeting and has directed the City Clerk to provide notice eting Act" N.J.S.A. 10:4-6 et seq.
meeting to the pu	of August 14, 2017 and August blic and to all city officials of a	VED, by the Municipal Council that the caucus & council 16, 2017. The City Clerk shall give due and timely notice ll additional changes in dates of meetings. Such notices Public Meetings Act" N.J.S.A. 10:4-6 et seq.

APPROVED:	4	APPROVED AS TO	LEGAL FORM			
APPROVED:						
Business Administrator		Corporation Counsel				
		Certification Require	ed 🗆			
		Not Required	□ APPROVED 9-0			
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17						

1		F	RECOF	RD OF COUNCIL V	OTE O	N FIN	IAL PA	SSAGE /.19	<u> </u>		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	17	1		YUN	1			RIVERA	1/		<u> </u>
GADSDEN	17			OSBORNE	1	-		WATTERMAN			
BOGGIANO	1/	 		ROBINSON	1			LAVARRO, PRES	1	:	
✓ Indicates Vota	N.VNot 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. 17-630	
Agenda No	10.Z.21	
Approved:	JUL 1 9 2017	· · ·
TITLE:		



RESOLUTION AUTHORIZING SETTLEMENT IN THE AMOUNT OF \$461,172.24 CREDIT OR REFUND TO SETTLE ASSESSMENT APPEALS ON PENDING LITIGATION FILED BY CAVEN POINT URBAN RENEWAL, LLC BEFORE THE TAX COURT OF NEW JERSEY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, complaints were filed before the Tax Court of New Jersey challenging real estate assessments on Block 27401 (now Block 27402) for tax years 2012, 2013, 2014, and 2016, and tax years 2012, 2013, and 2014 were thereafter transferred to the Superior Court of New Jersey, Chancery Division, Hudson County; and

WHEREAS, a global settlement agreement was reached, as set forth in the attached SETTLEMENT AGREEMENT under docket numbers HUD-C-198-16, HUD-C-199-16, and HUD-c-200-16, and STIPULATION OF SETTLEMENT under docket number 003478-2016, thereby resolving all pending litigation; and

WHEREAS, the Office of the Tax Collector has reviewed this settlement and computed the refund and total payment that will result from the implementation of this settlement; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such payment shall be waived by the taxpayer if such payment shall be made by the City within thirty (30) days of entry of judgment by the Superior Court, Chancery Division, and the Tax Court of New Jersey, pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the City's expert and the Office of the Tax Assessor; the Tax Assessor and Tax Counsel have recommended that the Tax Court Complaint for tax year 2016 be settled at the assessment specified below;

Original Asses	sment	Adjusted Assessme	ent
Land Improvement	1,159,000 7,000,000	1,159,000 3,283,900	
Total	8,159,000	4,442,960	and

WHEREAS, this settlement will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

Continuation of Reso	ution	Pg. #
City Clerk File No.	Res. 17-630	
Agenda No.	10.Z.21 JUL 19 2017	•
TITLE:		

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the all pending litigation be settled as set forth in the attached settlement documents.

Settlement of tax years 2012, 2013, and 2014 before the Superior Court, Chancery Division, will result in a credit or refund of \$175,000.

Settlement of tax year 2016 before the Tax Court of New Jersey will result in a credit or refund in the amount of \$286,172.24.

Settlement of all pending litigation will result in a total credit or refund of \$461,172.24.

APPROVED: Business Administrator					-	AS T	Corporation Counsel				
					Not F	Require	∍d	□ APPROVED	8-0) ~ [
		F	RECOF	RD OF COUNCIL V	OTE C	N FIN	IAL PA	SSAGE 7.19	:17		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYĘ	NAY	N.V.
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BOGGIANO	1	777		ROBINSON	1			LAVARRO, PRES	i/		
/ Indicates Vote		1		1.1.					N,VNot	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 IN THE AMOUNT OF \$461,172.24 CREDIT OR REFUND TO SETTLE ASSESSMENT APPEALS ON PENDING LITIGATION FILED BY CAVEN POINT URBAN RENEWAL, LLC BEFORE THE TAX COURT OF NEW JERSEY

Initiator

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

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

Resolution Purpose

The attached resolution requests the Municipal Council to authorize to settlement assessment appeals which were negotiated between the City of Jersey City and the owner of the subject property. The credits or refunds are a results from agreements that the assessments on the property fell outside the range permitted for the tax years in question. The total tax dollar credit/refund for these appeals is at \$461,172.24.

I certify that/all the facts presented herein are accurate.

Signature of Department Director

Date

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of May ______, 2017 by and between Caven Point Urban Renewal Associates, L.L.C., a New Jersey limited liability company, having an address at 400 Plaza Drive, Secaucus, New Jersey 07096 ("Caven Point") and the City of Jersey City, a New Jersey municipal corporation, having an address at 280 Grove Street, Jersey City, New Jersey 07302 ("Jersey City"). (Caven Point and Jersey City shall each individually be referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, Caven Point is the owner of real property, with an address of 95 Caven Point Road, Jersey City, New Jersey, that was formerly listed on the tax maps of the City of Jersey City, County of Hudson, and State of New Jersey, as Block 1494, Lot 14, and Block 1494, Lot 14 Qualifier X, and is currently listed as Block 27401, Lot 8 (the "Property"), and upon which are located an approximately 180,308 square foot building and certain improvements, which are currently operated as commercial warehouse with cold storage (the "Building"); and

WHEREAS, on June 25, 2001, Caven Point and Jersey City entered into an agreement entitled, "Financial Agreement," pursuant to the Long Term Tax Exemption Act (the "Financial Agreement"), under which the Building and Improvements (the "Project") would be exempt from real property taxes; however, in lieu of such taxes, Caven Point agreed to pay Jersey City, an Annual Service Charge as set forth by the terms of the Financial Agreement; and

WHEREAS, Caven Point filed appeals with the Tax Court of New Jersey under Docket Nos. 18887-2012, 01861-2013 and 04929-2014 (the "Tax Court Cases"), challenging the subject property assessment; and

WHEREAS, Jersey City filed a motion that resulted in the Tax Court Cases being transferred to the Superior Court of New Jersey, Chancery Division, Hudson County entitled, Caven Point Urban Renewal Associates, LLC v. City of Jersey City, Docket Nos. HUD-C-198-16, HUD-C-199-16 and HUD-C-200-16 (the "Litigation"); and

WHEREAS, the Financial Agreement expired on May 25, 2014; and

WHEREAS, Caven Point and Jersey City have reached a settlement of the Litigation; and WHEREAS, Caven Point and Jersey City wish to reduce the settlement agreement to writing.

NOW THEREFORE, in consideration of the mutual promises and agreements herein, and subject to each party's performance of its obligations herein, Caven Point and Jersey City hereby agree as follows:

- 1. Jersey City hereby agrees to make payment of \$175,000.00 (the "Settlement Payment") by check to Caven Point in consideration of full settlement of the Litigation. Jersey City shall make the Settlement Payment to Caven Point within thirty (30) days of the date hereof; Caven Point's counsel shall not negotiate the check for the Settlement Payment until i) Caven Point's counsel files the Stipulation of Dismissal of the Litigation, with prejudice, pursuant to paragraph 2 of this Agreement; and ii) Caven Point's counsel serves a "filed" copy of the Stipulation of Dismissal of the Litigation, with prejudice upon Jersey City's counsel, via e-mail or upon the Parties' counsel's receipt of same from the Court via E-File.
- 2. The Parties agree that, upon receipt of a fully executed copy of this Agreement, their respective counsel shall execute the Stipulation of Dismissal with Prejudice in the form attached as Exhibit A (the "Stipulation"). Caven Point's counsel shall hold the Stipulation in escrow until its receipt of the check for Settlement Payment from Jersey City. Upon Caven Point's receipt of the check, Caven Point's counsel shall E-file the Stipulation with the Court and await receipt of the filed copy of same via E-file. Upon receipt of a copy of the stamped, filed Stipulation by Jersey City's counsel, Caven Point shall be authorized to negotiate Jersey City's check for the Settlement Payment.
- 3. The Parties hereby rescind any claims each Party asserted against the other Party in the Litigation alleging violations of the Agreement.
- 4. Caven Point, on behalf of itself and its respective parents, subsidiaries, affiliates, partners, officers, directors, members, employees, agents, attorneys, legal representatives,

predecessors, successors, administrators and assigns, hereby agrees to waive, relinquish, release, give up and discharge any and all claims, rights, demands, actions, suits, liabilities, responsibilities or cause(s) of action that were or could have been asserted in the Litigation against Jersey City, and its respective parents, subsidiaries, affiliates, partners, officers, directors, members, employees, agents, attorneys, legal representatives, predecessors, successors, administrators and assigns, in connection with the facts alleged in the Litigation.

- 6. Jersey City, on behalf of itself and its respective parents, subsidiaries, affiliates, partners, officers, directors, members, employees, agents, attorneys, legal representatives, predecessors, successors, administrators and assigns, hereby agrees to waive, relinquish, release, give up and discharge any and all claims, rights, demands, actions, suits, liabilities, responsibilities or cause(s) of action that were or could have been asserted in the Litigation against Caven Point, and its respective parents, subsidiaries, affiliates, partners, officers, directors, members, employees, agents, attorneys, legal representatives, predecessors, successors, administrators and assigns, in connection with the facts alleged in the Litigation.
- 7. The Parties hereto each acknowledge that the terms of this Agreement are for the purpose of resolving disputed claims and avoiding the time, expense and inconvenience of continued litigation and do not constitute an admission of wrongdoing by any Party hereto.
- 8. In connection with the pending city-wide revaluation of all its real property, Jersey City agrees to advocate in good faith with the City's assessor for a revaluation assessment of the Property in the amount of \$17,250,000.00.
- 9. This constitutes the entire agreement between Caven Point and Jersey City with respect to settlement of the Litigation. This Agreement replaces and cancels any previous agreements, oral or written, between Caven Point and Jersey City with respect to the settlement of the Litigation. This Agreement can only be modified, changed or amended by a written agreement signed by both Caven Point and Jersey City.
 - 10. The Parties acknowledge and agree that this Agreement resolves and settles all

claims that were asserted, or could have been asserted, in the Litigation, in connection with the facts alleged in the Litigation.

- 11. This Agreement is binding upon, and shall benefit, Caven Point and Jersey City and their respective successors and assigns.
- 12. The Parties agree that they are each solely responsible for their own attorneys' fees and costs payable to their respective attorneys.
- 13. Caven Point and Jersey City each agree to fully perform their respective obligations under this Agreement as set forth herein. The Agreement shall be dated as of the date that (a) it has been executed by the duly authorized representatives of both Caven Point and Jersey City, and (b) fully executed copies (or counterparts) of the Agreement have been delivered to counsel for Caven Point and Jersey City.
- 14. The Parties hereto agree that the terms of this Agreement shall remain confidential and shall not be divulged under any circumstances to any third parties, with the exception of the Building's tenant, legal counsel and tax advisors, unless authorized by all Parties hereto in writing, or as ordered by a court of competent jurisdiction or as may be required by law.
- 15. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the Parties to the counterparts had signed the same instrument. Further, the signature pages of this Agreement may be transmitted by facsimile and/or pdf, and signatures transmitted by facsimile and/or pdf shall have the same force and effect as the original signatures.
- 16. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Hudson County vicinage, and the Parties agree to submit to the jurisdiction thereof, and hereby agree to waive the right to a jury in any such litigation.
 - 17. In interpreting any provision of this Agreement, no weight shall be given to, nor

shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party recognizing that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same.

- 18. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity and the substance hereof to the extent possible.
- 19. The duly authorized representatives of Caven Point and Jersey City have signed this Agreement to evidence their agreement to its terms.

ATTEST:		CAVEN POINT URBAN RENEWAL ASSOCIATES, L.L.C., a New Jersey Limited Liability Company
		BY: HARTZ MOUNTAIN INDUSTRIES, Inc. its Sole Member
	, Secretary	By: Phillip R. Patton, Executive Vice President
ATTEST:		CITY OF JERSEY CITY a New Jersey Municipal Corporation
Ву:	, Secretary	By:
		Corporation Counsel

EXHIBIT A

D. Mark Leonard, ID # 037761988 HOROWITZ, RUBINO & PATTON

400 Plaza Drive P.O. Box 2038

Secaucus, New Jersey 07096

Office: (201) 863-7988

Attorneys for Plaintiff, Caven Point Urban Renewal Associates, LLC

CAVEN POINT URBAN RENEWAL ASSOCIATES, LLC,

Plaintiff,

v.

CITY OF JERSEY CITY,

Defendant.

SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION HUDSON COUNTY

DOCKET NO. HUD-C-198-16 (Formerly TAX COURT No. 18887-2012)

DOCKET NO. HUD-C-199-16 (Formerly TAX COURT No. 01861-2013)

DOCKET NO. HUD-C-200-16 (Formerly TAX COURT No. 04929-2014; partial year)

CIVIL ACTION

STIPULATION OF DISMISSAL WITH PREJUDICE AND WITHOUT COSTS

THE MATTERS in difference in the above-entitled actions having been amicably adjusted by and between Caven Point Urban Renewal Associates, LLC and the City of Jersey City, it is hereby stipulated and agreed that these actions shall be and are hereby dismissed with prejudice and without costs as to either party.

Dated:	May	. 2017
Danu.	1716.7	. 4017

HOROWITZ, RUBINO & PATTON Attorneys for Plaintiff Caven Point Urban Renewal Associates, LLC

By: /s/ D. Mark Leonard
D. MARK LEONARD

O'DONNELL McCORD, P.C. Attorneys for Defendant City of Jersey City

By:

ID# 037761988 HOROWITZ, RUBINO & PATTON 400 Plaza Drive P.O. Box 2038 Secaucus, New Jersey 07096 (201) 863-7988 Attorneys for Plaintiff

CAVEN POINT URBAN RENEWAL ASSOCIATES, LLC

Plaintiff,

vs.

CITY OF JERSEY CITY

Defendant.

TAX COURT OF NEW JERSEY DOCKET NO. 003478-2016

CIVIL ACTION
STIPULATION OF SETTLEMENT
ASSIGNED JUDGE:
Hon. Mary Siobhan Brennan, J.T.C.

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a Judgment be entered as follows:

Block:

27401

Lot:

8

Street Address: 95 Caven Point Road, Jersey City, New Jersey

	2	016	
	Original Assessment	County Board Judgment	Adjusted Assessment
Land	\$1,159,000		\$1,159,000
Improvements	\$7,000,000	Direct Appeal	\$3,283,960
TOTAL	\$8,159,000		\$4,442,960

- 2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
- 3. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
- 4. Statutory interest, pursuant to *N.J.S.A.* 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is credited within 30 days of the date of entry of the Tax court judgment.

with the abo	ve-referenced settlement figures.
6.	The Parties agree that the Freeze Act, N.J.S.A. 54:51A-8, shall NOT apply for tax year 2018.
	HOROWITZ, RUBINO & PATTON Attorneys for Plaintiff, Caven Point Urban Renewal Associates, LLC
Dated:	By: D. Mark Leonard

By:

The Parties acknowledge that the tax records for tax year 2017 have been adjusted consistent

O'DONNELL McCORD, P.C.

Attorneys for Defendant, City of Jersey City

5.

Dated:

Reso	lution of	f the Cit	y o :	£Ţ	ers	sey City,	N.J.
City Clerk File No			•	•			JERSE
Agenda No							TERSET
Approved:		017					Table 1
TITLE: RESOLUTION EXECUTE A AND AUTH	ON AUTHORIZI AN INDEMNIFIC	ING THE CITY O CATION AGREE RISK MANAGER	MENT	WIL	HIE	AM KHODI, LLC	PORATE SUP
COUNCIL	OFFERED AND	MOVED ADOPTI	ON OF	THI	E FOI	LOWING RESO	LUTION:
WHEREAS,	the Dept. of Publi	ic Safety, Fire Divi	sion, pro	ovides	s train	ing for all fire figh	ters; and
WHEREAS,	the Fire Division	is in need of vacan	t buildir	igs to	provi	de the necessary tr	aining; and
	Team Rhodi, LLC enue, Jersey City, l	C owns vacant build NJ; and	lings at	311,	313, 3	15, 317, 319, 321,	and 323
	Team Rhodi, LLC no cost to the Cit	C has offered the vay; and	icant bu	ilding	s for 1	raining to the City	of Jersey
WHEREAS,	the Fire Division	will use the vacant	buildin	gs to 1	train,	as soon as possible	; and
WHEREAS	, Team Rhodi, LLO d a certificate of i	C, 615 Jersey Aven nsurance from the 0	ue, Jerso City; and	ey Cit I	y, NJ	requires an indem	nification
including an injuries recei	indemnification ar	Il specify the City's ad hold harmless class in this training or	ause, in	whicl	h the c	wner cannot be he	eld liable for
BE IT FURT LLC, a certif general liabil	icate of insurance	ED, that the Risk M naming Team Rhoo	anager i	is autl as an	additi	d to issue to Team ional insured on the	Rhodi, e City's
 The Mayor indemnifying The Risk M additional inst The Mayor 	and/or Business Ad Team Rhodi, LLC f lanager is authorized ared to cover the tra- and/or Business Ad	RESOLVED, by the ministrator be author for use of its building I to issue a certificate ining. ministrator is authorice of this Resolution.	ized to e s by the of insur	xecute Fire D ance 1	the ag ivision aming	greement attached he i for training. g Team Rhodi, LLC	ereto as an
necessary to e	notano no parpos		0			h	
		Approved:	Jame	s R. S	hea, I	Director	
APPROVED:	-11-1	^	APPR	OVE	O AS T	O LEGAL FORM	
APPROVED:				N. Commence			
	Business Adminis	strator	Cejtifi	ication	r Requ	Corporation Counsel	
			Not R	equire	ed	□ ADDDOVED	a de
	RECO	RD OF COUNCIL V	OTE O	N FIN	IAL P	APPROVED ASSAGE 7.	9-0 19.17
COUNCILPERSON	AYE NAY N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE NAY N.V.
GAJEWSKI		YUN	1/			RIVERA	
GADSDEN	 */- 	OSBORNE	1			LAVARRO, PRES	
BOGGIANO ✓ Indicates Vote	IV	ROBINSON	"		<u></u>	II LAVANNO, FALS	N.VNot Voting (Abstain)
	eting of the Munic	ipal Council of the	City of	Jerse	y City	/ N.J.	
			•			<i>O.</i> /	Ś
	- Control of the Cont					Polar Plan St. S.	June 1
Rólango R.	Lavarro, Jr., President o	of Council				Robert Byrne, City Ci	І етк

RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN INDEMNIFICATION AGREEMENT WITH TEAM RHODI, LLC AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

AALIVASIOOA		
Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

Resolution Purpose

- 1. Team Rhodi, LLC, 615 Jersey Avenue, Jersey City, NJ 07302 has agreed to provide the Fire Division buildings to train fire fighters.
- 2. The Fire Division is requesting the City of Jersey City to enter into an agreement indemnification with Team Rhodi, LLC and authorize the Risk Manager to issue a letter of insurance.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

INDEMNIFICATION AGREEMENT
This Indemnification Agreement is made and entered into on this of, 2017 by the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "City") and Team Rhodi, LLC as follows:
WHEREAS, the Jersey City Fire Division needs to provide training for City fire fighters; and
WHEREAS, the City does not have a training facility; and
WHEREAS, Team Rhodi, LLC has vacant buildings at 311, 313, 315, 317, 319, 321, and 323 Johnston Avenue in Jersey City which is suitable for the training that the Jersey City Fire Division needs to provide to its fire fighters; and
WHEREAS, Team Rhodi, LLC will permit the City to use its vacant buildings at 311, 313, 315, 317, 319, 321, and 323 Johnston Avenue provided the City provides indemnification and issues a certificate of insurance; and
WHEREAS, the City will use the Team Rhodi, LLC buildings approximately on July 20, 2017 and ending on November 30, 2017.
NOW, THEREFORE, in consideration of Team Rhodi, LLC's agreement to permit the City to use its vacant buildings for training, the City hereby agrees as follows:
1) The City agrees to assume any and all third party property damage or property related damage claims and all injury or death including wrongful death of persons arising out of or in connection with the City's use of Team Rhodi, LLC's vacant buildings at 311, 313, 315, 317, 319, 321, and 323 Johnston Avenue, Jersey City for training purposes. The City further agrees to indemnify and hold harmless Team Rhodi, LLC, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed.
2) 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.
3) The term of this Indemnification Agreement shall terminate on November 30, 2017 or the date on which the City concludes use of the building, whichever is earlier.

City of Jersey City
By:

Robert Kakoleski

Business Administrator

ATTEST: Ву: ___

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

		•	-	• •
City Clerk File No	Res. 17-632			S JERSEN
Agenda No.	10.Z.23			C TERRET AND THE PARTY OF THE P
Approved:	JUL 1 9 2017			E CALLAND
TITLE:				
				PORATE SE

RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 17-091 DUE TO THE PRESENCE OF AN EMERGENCY PURSUANT TO N.J.S.A. 40:69A-181(b)

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, at its meeting of july 19, 2017, the Municipal Council adopted Ordinance 17-091, which authorizes the City of Jersey City to amend Section 332-58 of the Jersey City Traffic Code to extend Zone 10 Residential Permit Parking to include Freedom Place in its entire length; and

WHEREAS, N.I.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of all ordinances after adoption unless the Municipal Council, by resolution, declares the existence of an emergency; and

WHEREAS, Freedom Place is a dead-end street and had not been part of the parking zone, which constantly led residents in the area to park around the light-rail, thereby creating a congesting in the area; and

WHEREAS, it is necessary that this ordinance become effective immediately to alleviate the traffic congestion surrounding the light-rail area.

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

- 1. An emergency is hereby declared for the reasons set forth herein; and
- 2. Pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 17-073 is hereby waived so that this Ordinance may become effective immediately.

APPROVED:	APPROVED AS TO LEGAL FORM
APPROVED:	
Bus ness Administrator	Corporation Counsel
	Certification Required 🏻 🗆

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	1			YUN	1			RIVERA			
GADSDEN		ļ		OSBORNE	1			WATTERMAN	/		
BOGGIANO	1			ROBINSON	1			LAVARRO, PRES	1		
✓ Indicates Vote N.VNot Voting (Abstain)											

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