

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

City Clerk File No. Res. 17-584

Agenda No. 10.A

Approved: JUL 19 2017

TITLE:



RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2017 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

COUNCIL
adoption of the following resolution:

offered and moved

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

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

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2017 Municipal Budget:

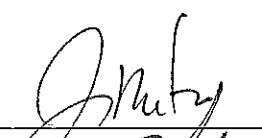
| ITEM | FROM | TO |
|--|--------|--------------|
| Sub-Regional Transportation | \$0.00 | \$90,530.00 |
| Body Worn Cameras (BWC) Assistance Program | \$0.00 | \$100,000.00 |

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

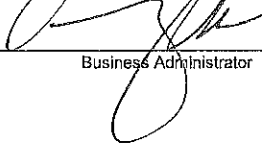
| ITEM | FROM | TO |
|--|--------|--------------|
| Sub-Regional Transportation | \$0.00 | \$113,162.00 |
| Body Worn Cameras (BWC) Assistance Program | \$0.00 | \$100,000.00 |

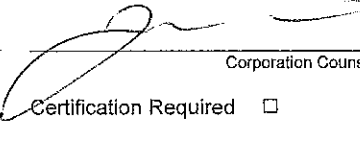
BE IT FURTHER RESOLVED that the sum of \$22,632.00 representing the match amount required for the Sub-Regional Transportation Grant is hereby appropriated under the caption "Matching Funds for Grants" in the CY2017 Budget.

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

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

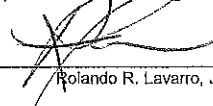
APPROVED 9-0


| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator

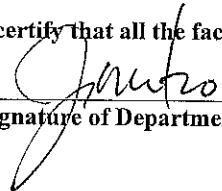
| | | |
|---------------------|----------------|---------------------|
| Department/Division | Administration | Management & Budget |
| Name/Title | John Metro | |
| Phone/email | X5042 | jmetro@cnj.org |

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

2/11/2017
Date

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

City Clerk File No. Res. 17-585

Agenda No. 10.B

Approved: JUL 19 2017

TITLE:



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
adoption of the following resolution:

offered and moved

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:

1. 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.
2. 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: *Ka*

APPROVED AS TO LEGAL FORM R.R.
7-11-17

APPROVED: *[Signature]*
Business Administrator

[Signature]
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 | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator

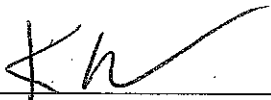
| | | |
|---------------------|-----------------------|----------------------|
| Department/Division | Recreation Department | |
| Name/Title | Kevin Williamson | Director |
| Phone/email | 201-547-4446 | KWilliamson@jenj.org |

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

7-11-17

Date

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

City Clerk File No. Res. 17-586

Agenda No. 10.C

Approved: JUL 19 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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-587
 Agenda No. 10.D
 Approved: JUL 19 2017
 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,

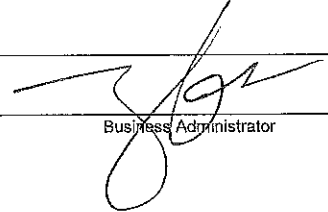
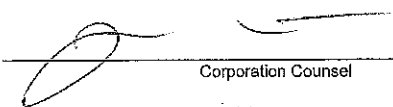
WHEREAS, after a cursory investigation of his own apartment, **Jameel Harper** realized it was not his home on fire, at which point he went outside and realized that the fire was emanating from a ground-floor apartment two houses down from his own; and,

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,

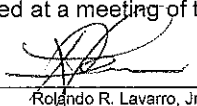
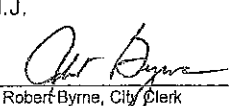
WHEREAS, the consensus among **Jameel Harper's** neighbors and other first responders is that he is a hero who should be proud of his actions to try to save a stranger's life;

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:  _____  _____
 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

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

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

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

City Clerk File No. Res. 17-588
 Agenda No. 10.E
 Approved: JUL 19 2017
 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 LEGAL FORM _____
 (Signature) Business Administrator (Signature) 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

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

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-589

Agenda No. 10.F

Approved: JUL 19 2017

TITLE: **A RESOLUTION HONORING ELDER WILLIE HOLMES SR. FOR 53 YEARS OF PASTORAL SERVICE**



COUNCIL 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: _____

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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-590
 Agenda No. 10.G
 Approved: JUL 19 2017
 TITLE:



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

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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | 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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

OFFICE OF THE MAYOR

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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

June 29, 2017

Report of Director
8.b
Meeting 07.19.2017

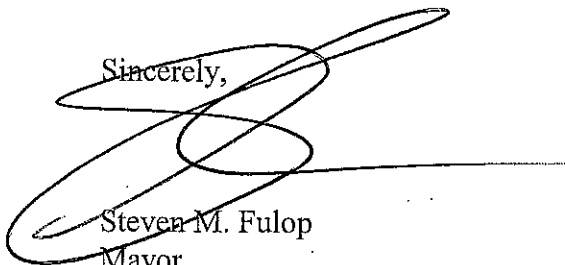
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

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 Nicholas 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.

Sincerely,



Steven M. Fulop
Mayor

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.

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

City Clerk File No. Res. 17-591

Agenda No. 10.H

Approved: JUL 19 2017

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING JERSEY CITY'S FY 2017 ANNUAL APPLICATION / ACTION PLAN AND AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

COUNCIL offered and moved adoption of the following resolution:

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

WHEREAS, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 574 and 24 CFR Part 576; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), HOME, HOPWA and ESG programs in compliance with such requirements.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council hereby approves Jersey City's FY2017 Annual Application/ Action Plan; and

BE IT FURTHER RESOLVED, The Office of Management and Budget is authorized to establish accounts in the amount of \$5,034,144 for the Community Development Block Grant (CDBG), \$1,354,363 for HOME Investment Partnerships (HOME), \$2,420,486 Housing Opportunities for Persons with AIDS (HOPWA), and \$457,848 for Emergency Solutions Grants (ESG) Grants; and

BE IT FURTHER RESOLVED, that the City of Jersey City is prepared to comply with all necessary assurances required by the U.S. Department of Housing and Urban Development; and

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.

APPROVED: 

APPROVED AS TO LEGAL FORM: 

APPROVED: Business Administrator

Corporation Council

Certification Required

Not Required

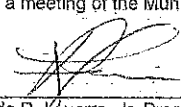
APPROVED 9-0


| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | 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

TITLE:

2017 CDBG – PUBLIC SERVICE PROGRAM

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|---|----------------------------------|
| 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 |

TITLE:

2017 CDBG REHABILITATION PROGRAM

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|---|---------------------------|
| The Barrow Mansion (Restoration) | \$ 92,840 |
| Padua Court Urban Renewal LP | \$ 232,100 |
| Hudson Community Enterprises | \$ 100,000 |
| Saint Joseph School of the Blind | \$ 109,551 |
| J.C. Division of Community Development (HORP) | \$ 400,000 |
| Margaret Anna Cusack Care Center, Inc. | \$ 136,000 |
| J.C. Division of Engineering | \$ 1,249,885 |

2017 HOME PROGRAM

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|-------------------------------|---------------------------|
| Administration | \$ 135,436 |
| Affordable Housing Production | \$ 1,036,088 |
| CHDO Set-Aside | \$ 182,839 |

2017 HOPWA PROGRAM

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|--|---------------------------|
| Administration | \$ 72,504 |
| Cornerstone Outreach Program – HC Resource Center | \$ 959,499 |
| Garden State Episcopal CDC -Hudson CASA Emergency Housing | \$ 65,624 |
| Let's Celebrate, Inc. -Housing Plus - TBRA | \$ 497,263 |
| Let's Celebrate, Inc. -Housing Plus - STRMU | \$ 235,230 |
| Catholic Charities Archdiocese of Newark - Franciska Residence | \$ 258,336 |
| Catholic Charities Archdiocese of Newark - Canaan House | \$ 90,966 |
| Garden State Episcopal CDC -Corpus Christi Ministry Housing | \$ 241,064 |

2017 ESG PROGRAM

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|---|---------------------------|
| Catholic Charities Archdiocese of Newark - Hope House | \$ 66,667 |
| Catholic Charities Archdiocese of Newark - St. Lucy's | \$ 153,100 |
| Garden State Episcopal CDC (Hudson CASA) –RRH/STRMU | \$ 183,139 |
| Garden State Episcopal CDC (Homeless Outreach) | \$ 54,942 |

TITLE:

2017 ECONOMIC DEVELOPMENT PROGRAM

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|------------------------------------|---------------------------|
| Hudson Community Enterprises, Inc. | \$ 100,000 |
| Rising Tide Capital, Inc | \$ 200,000 |

2017 ADMINISTRATION

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|--|---------------------------|
| 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

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|--|---------------------------|
| J.C. Division of Community Development (Relocation Assistance) | \$ 100,000 |

| <u>Subrecipient</u> | <u>Recommended Amount</u> |
|-----------------------------|---------------------------|
| Section 108 Loan Re-payment | \$ 500,000 |

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

City Clerk File No. Res. 17-592

Agenda No. 10.I

Approved: JUL 19 2017



TITLE:

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

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

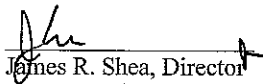
- WHEREAS**, the Dept. of Public Safety, Fire Division, provides training for all fire fighters; and
- WHEREAS**, the Fire Division is in need of a vacant building to provide the necessary training; and
- WHEREAS**, PPG (PPG) owns a vacant building at 78 Halladay Street, Jersey City, NJ 07304; and
- WHEREAS**, PPG has offered the vacant building for training to the City of Jersey City (City) at no cost to the City; and
- WHEREAS**, the Fire Division will use the vacant building to train, as soon as possible; and
- WHEREAS**, PPG, 1 PPG Place, Pittsburgh, Pennsylvania 15219, requires an indemnification agreement and a certificate of insurance from the City; and
- WHEREAS**, the agreement will specify the City's responsibility to the owners of the building, including an indemnification and hold harmless clause, in which the owner cannot be held liable for injuries received by participants in this training or for third party property damage or property related damage claims; and

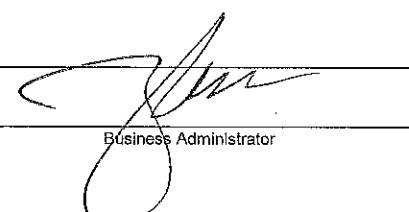
BE IT FURTHER RESOLVED, that the Risk Manager is authorized to issue to PPG a certificate of insurance naming PPG as an additional insured on the City's general liability policy;

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

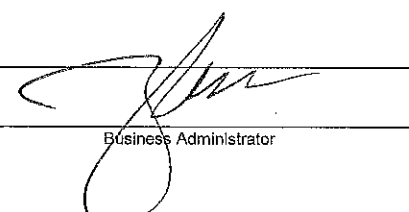
1. The Mayor and/or Business Administrator be authorized to execute the agreement attached hereto indemnifying PPG for use of its building by the Fire Division for training.
2. The Risk Manager is authorized to issue a certificate of insurance naming PPG as an additional insured to cover the training.
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

Approved:


James R. Shea, Director

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator



Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

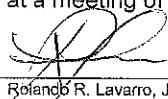
BD
7-10-17

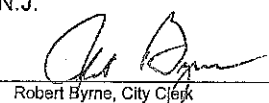
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO 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

6/22/17
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 PPG (hereinafter referred to as "PPG"), 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, PPG has a vacant building at 78 Halladay Street in Jersey City which is suitable for the training that the Jersey City Fire Division needs to provide to its fire fighters; and

WHEREAS, PPG will permit the City to use its vacant building at 78 Halladay Street provided the City provides indemnification and issues a certificate of insurance; and

WHEREAS, the City will use the PPG building approximately on May 15, 2017 and ending on November 30, 2017.

NOW, THEREFORE, in consideration of PPG's agreement to permit the City to use its vacant building 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 the PPG vacant building at 78 Halladay Street, Jersey City for training purposes. The City further agrees to indemnify and hold harmless PPG, 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.

ATTEST:

By: _____

City of Jersey City

By: _____

Robert Kakoleski
Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING JERSEY CITY'S FY 2017 ANNUAL APPLICATION / ACTION PLAN AND AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Project Manager

| | | |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC | COMMUNITY DEVELOPMENT |
| Name/Title | CARMEN GANDULLA | DIRECTOR |
| Phone/Email | X5304 | CGandulla@cnj.org |

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

Contract Purpose

FY2017 HUD Entitlement Grant application for City of Jersey City
Funding assists agencies and subgrantees to implement various projects/social services for Jersey City residents.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

HUD Entitlement Funds

April 1, 2017 – March 31, 2018

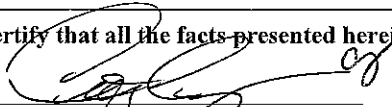
Type of award

If "Other Exception", enter type

Additional Information

| | |
|--------------------------|--------------|
| CDBG Entitlement Funds: | \$5,034,144. |
| HOME Entitlement Funds: | \$1,354,363. |
| HOPWA Entitlement Funds: | \$2,420,486. |
| ESG Entitlement Funds: | \$ 457,848. |
| CDBG Program Income: | \$ 42,586. |
| Home Program Income: | \$ 141,428. |

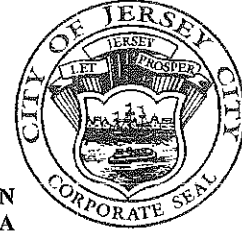
I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

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

City Clerk File No. Res. 17-593
 Agenda No. 10.J
 Approved: JUL 19 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 GRAFFITI 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 graffiti; 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 graffiti (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 graffiti; 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 graffiti 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:

- 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: _____
 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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | 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 Byline, 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 GRAFFITI MITIGATION PROGRAM.

Initiator

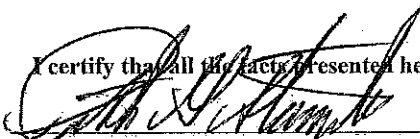
| | | |
|---------------------|--------------------------------|--------------|
| Department/Division | The Department of Public Works | |
| Name/Title | Brooke Hansson | |
| Phone/email | bhansson@jcnj.org | 201-687-7019 |

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

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

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

City Clerk File No. Res. 17-594

Agenda No. 10.K

Approved: JUL 19 2017

TITLE:



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

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

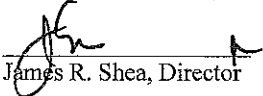
WHEREAS, under the grant guidelines, these funds will provide body cameras for the members of the Department of Public Safety, Police Division; and

WHEREAS, the date for the grant funds to be expended has been extended to August 1, 2017; and

WHEREAS, the City of Jersey City, Department of Public Safety, desires to accept the funding to purchase the needed body cameras; and

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

1. The Mayor and/or Business Administrator are hereby authorized to execute a grant agreement with the Hudson County Prosecutor's Office for the purchase of body cameras for use by the Jersey City Department of Public Safety, Police Division.
2. 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.

Approved: 
James R. Shea, Director

APPROVED: 

APPROVED AS TO LEGAL FORM

RD
7-18-17

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

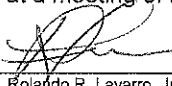
APPROVED 8-1

| 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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ✓ | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING 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

| | | |
|---------------------|-------------------------|--|
| 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

7/6/17
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

Re: Body Worn Camera (BWC) Assistance Program

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.



December 21, 2015

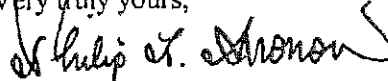
Page 2

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 payment vouchers and receipts 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 walshj@njdci.org or by telephone at (609) 984-1034, should you have any questions or comments.

Very truly yours,



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 APPROVED Request |
|------------------------------------|---------------------------|----------------------|---|------------------------|
| 1 Jersey City | \$795.00 | 200 | \$500.00 | \$ 100,000.00 |
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| | | | | |
| TOTAL | | 200 | | \$ 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 |
|------------------------------------|---------------------------|----------------------|---|------------------------|-----------------|--|---------------|---------------------|
| 1 Jersey City | \$795.00 | 200 | \$500.00 | \$ 100,000.00 | | | | |
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| | | | | | | | | |
| TOTAL | | 200 | | \$ 100,000.00 | 0 | | \$ - | \$ - |

The signatures below certify the costs reflected in this report are 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**

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 APPROVED Request |
|------------------------------------|---------------------------|----------------------|---|------------------------|
| 1 Jersey City | \$795.00 | 200 | \$500.00 | \$ 100,000.00 |
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| TOTAL | | 200 | | \$ 100,000.00 |

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

City Clerk File No. Res. 17-595

Agenda No. 10.1

Approved: JUL 19 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.

TITLE:

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 7-2

| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ✓ | | ROBINSON | ✓ | | | 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

10.L.
17-595

| Exchange Place Alliance Budget 2017 | | |
|-------------------------------------|---|-----------|
| Ordinary Income/Expense | | |
| Income | | |
| Revenues | | |
| Private | | |
| 1 | Assessment | 3,000,000 |
| 2 | Farmers' Market Fees | 3,250 |
| 3 | Seafood Festival Fees | 2,250 |
| 4 | Halloween Vendor Fees | 2,000 |
| 15 | Holiday Market Vendor Fees | 6,000 |
| 6 | Total Private | 3,013,500 |
| 8 | Grants (Sponsorships) | |
| 9 | Farmers Market Sponsorship | 10,000 |
| 10 | Halloween Sponsorship | 2,500 |
| 11 | Holiday Décor Sponsor | 7,500 |
| 12 | Sponsorships Seafood Festival | 15,000 |
| 14 | Total Grants | 35,000 |
| 15 | Total Revenues | 3,048,500 |
| 16 | Total Income | 3,048,500 |
| 17 | Gross Profit | 0 |
| 18 | Expenses | |
| 22 | Meetings & Travel | |
| 24 | Meals | 25,000 |
| 25 | Meeting Materials | 5,000 |
| 26 | Meeting & Travel - Other | 1,500 |
| 27 | Parking | 0 |
| 28 | Transportation | 1,500 |
| 29 | | |
| 30 | Rent | 12,000 |
| 31 | Utilities | 1,200 |
| 32 | Postage & PO Box Rental | 5,000 |
| 33 | Accountant - Audit | 5,000 |
| 34 | Accountant - Bookkeeping, Payroll & Tax Preparation | 25,000 |
| 35 | Architect | 15,000 |
| 37 | Fees (Bank, Square & PayPal) | 2,500 |
| 39 | Insurance | |
| 40 | Cell Phone Insurance | 1,000 |
| 41 | D&O Insurance | 2,000 |
| 42 | General Liability | 48,000 |
| 43 | Health Insurance | 25,000 |
| 51 | Workers Compensation | 20,000 |
| 52 | Grand Opening Materials | 5,000 |
| 53 | Payroll Expense | |
| 54 | NJ - WF/SWF Company | 2,500 |
| 56 | NJ - Unemployment Tax | 15,000 |
| 57 | NJ - Disability Tax | 2,000 |
| 58 | Social Security Tax | 30,000 |
| 59 | Medicare Tax | 7,000 |
| 60 | Federal Unemployment | 1,100 |
| 61 | Administration | |
| 62 | Wages | 500,000 |
| 63 | Overtime | 6,000 |
| 64 | Bonuses | 50,000 |
| 65 | Dues/Subscriptions | |
| 67 | Telephones | |
| 68 | Internet/Office phone | 1,200 |
| 69 | Cell Phones | 3,000 |
| 71 | Office Expenses | 6,000 |
| | Peninsula Park | 0 |
| 72 | Events/Marketing/Promotions | |
| 75 | Banners and Wayfinding | 525,000 |
| 76 | Equipment Rental | 25,000 |
| 77 | Grand Openings | 25,000 |
| 78 | Holiday Lights | 25,000 |
| 79 | Lighting | 50,000 |
| 80 | Marketing Design | 15,000 |
| 81 | Music | 25,000 |
| 87 | PATH Ads | 25,000 |
| 88 | Performer/Entertainment | 25,000 |
| 89 | Permits | 10,000 |
| 92 | Printing/Promotions/Advertising | 25,000 |
| 94 | Photography | 10,000 |
| 95 | Security | 25,000 |
| 96 | Sound | 10,000 |
| 97 | Sponsorships | 50,000 |
| 98 | Staffing for Events | 15,000 |
| 99 | Supplies | 5,000 |
| 101 | Web Promotion | 10,000 |
| 102 | Website | 50,000 |
| 104 | Operations | |
| | Paving | 500,000 |
| 105 | Landscaping | 350,000 |
| 107 | Uniforms | 50,000 |
| | Repairs and Maintenance | 350,000 |
| 108 | Clean Team Supplies | 25,000 |
| 110 | Total Expense | 3,048,500 |
| 111 | | |
| 112 | Net Ordinary Income | 0 |
| 113 | Other Income/Expense | |
| 114 | Other Income | |
| 115 | Interest Income | |
| 117 | Total Other Income | 0 |
| 118 | Net Other Income | 0 |
| 119 | | 0 |

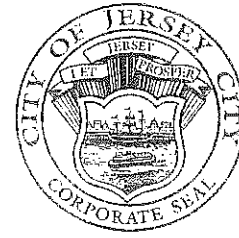
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-596

Agenda No. 10.M

Approved: JUL 19 2017

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE EXCHANGE PLACE ALLIANCE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

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

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Exchange Place Alliance Special Improvement District for the budget year July 1, 2017 through June 30, 2018; and

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

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-2

| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ✓ | | ROBINSON | ✓ | | | 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

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

| BLOCK | LOT | QUAL | PROPERTY LOCATION | OWNER'S NAME | BILL 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 SECOND 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 | X | 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 | X | 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 | X | 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 | X | 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 | 17 | | 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 | X | 2 COLUMBUS DRIVE | CAL-HARBOR SO. PIER U.R. ASSOC., LP | \$ 74,754.65 |
| 11607 | 1 | X | 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 | X | 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 | | 155 MONTGOMERY ST. | EDISON MONTGOMERY, LLC | \$ 3,727.44 |

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

| BLOCK | LOT | QUAL | PROPERTY LOCATION | OWNER'S NAME | BILL 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 | X | 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 | X | 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 | X | 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 | 12 | | 30 HUDSON ST. | GSJC LAND LLC | \$ 8,415.36 |
| 14502 | 13 | | 50 HUDSON ST. | GSJC LAND LLC | \$ 6,622.10 |
| 14502 | 12 | X | 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 | X | 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 | X | 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, LLC % MACK CALI | \$ 151.74 |
| 11603 | 45.02 | X | 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 | BILL 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 CALI 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 | | 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. | MCFFEF WARREN LLC | \$ 59,983.17 |
| 14205 | 20 | | VAN VORST ST. | MOCCO, LORRAINE | \$ 57.72 |
| 11603 | 4 | C0004 | 475 WASHINGTON BLVD. | MONACO NORTH URBAN RENEWAL, LLC | \$ 7,193.00 |
| 11603 | 4 | C0004 X | 475 WASHINGTON BLVD. | MONACO NORTH URBAN RENEWAL, LLC | \$ 41,417.63 |
| 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 |
| 14301 | 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 |
| 14404 | 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 | BILL 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 | X | 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 | X | 100 DUDLEY ST. | TCR JERSEY CITY % GIDC DEPT 117 | \$ 26,816.41 |
| 14405 | 1 | X | 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 | X | 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

Agenda No. 10.N

Approved: JUL 19 2017

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

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

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

*R.R.
7-10-17*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7 19 17</u> | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE 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 herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. _____ Res. 17-598

Agenda No. _____ 10.0

Approved: _____ JUL 19 2017

TITLE:



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.

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. 17.036) 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: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

AV:pcl
(06.07.17)

| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | 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

340

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

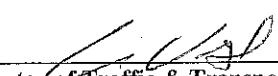
Designate a 30 foot loading zone in front of 994 West Side Avenue (Al-Amana Super Market), Monday through Saturday, 10:00 a.m. to 8:00 p.m.

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

6/19/17

Date



Signature of Department Director

6/20/17

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

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

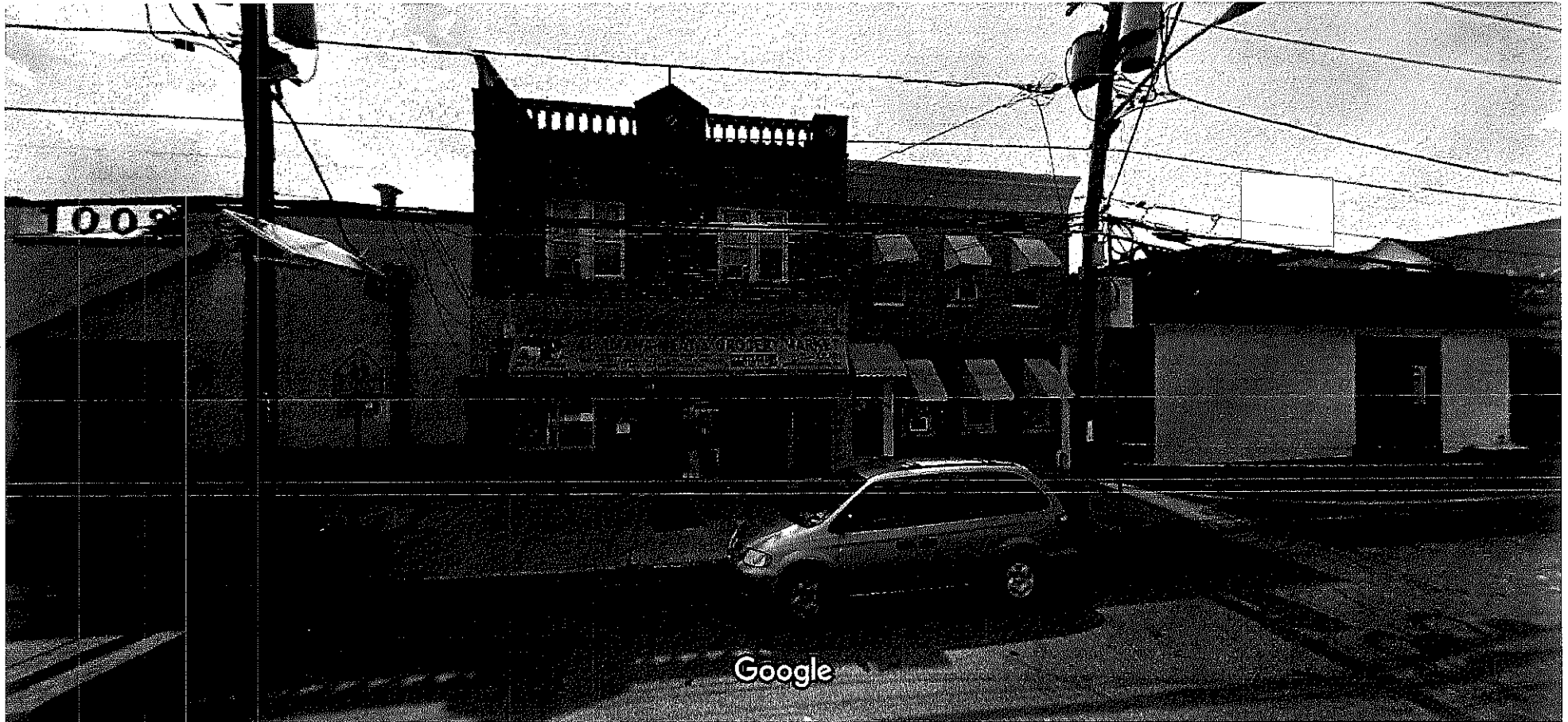


Image capture: Aug 2013 © 2017 Google

Jersey City, New Jersey

Street View - Aug 2013

⑦

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

City Clerk File No. Res. 17-599

Agenda No. 10.P

Approved: JUL 19 2017

TITLE:



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.

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: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] (for)
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

AV:pci
(07.18.17)

| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any 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 behalf 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

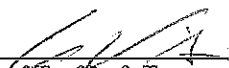
Designate a 30 foot loading zone on the north side of Ferry Street beginning 35 feet east of Palisade Avenue for CHOC-PAIN, French Bakery & Café, Sunday through Saturday, 9:00 a.m. to 4:00 p.m.

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.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

7/15/17

Date

Signature of Department Director

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

STEVEN M. FULOP
 MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
 BUSINESS ADMINISTRATOR

Regulation 17.035A

July 18, 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.

Ferry Street – North Side

Beginning at a point approximately 35 feet east of Palisade Avenue and extending to a point 30 feet easterly therefrom.

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

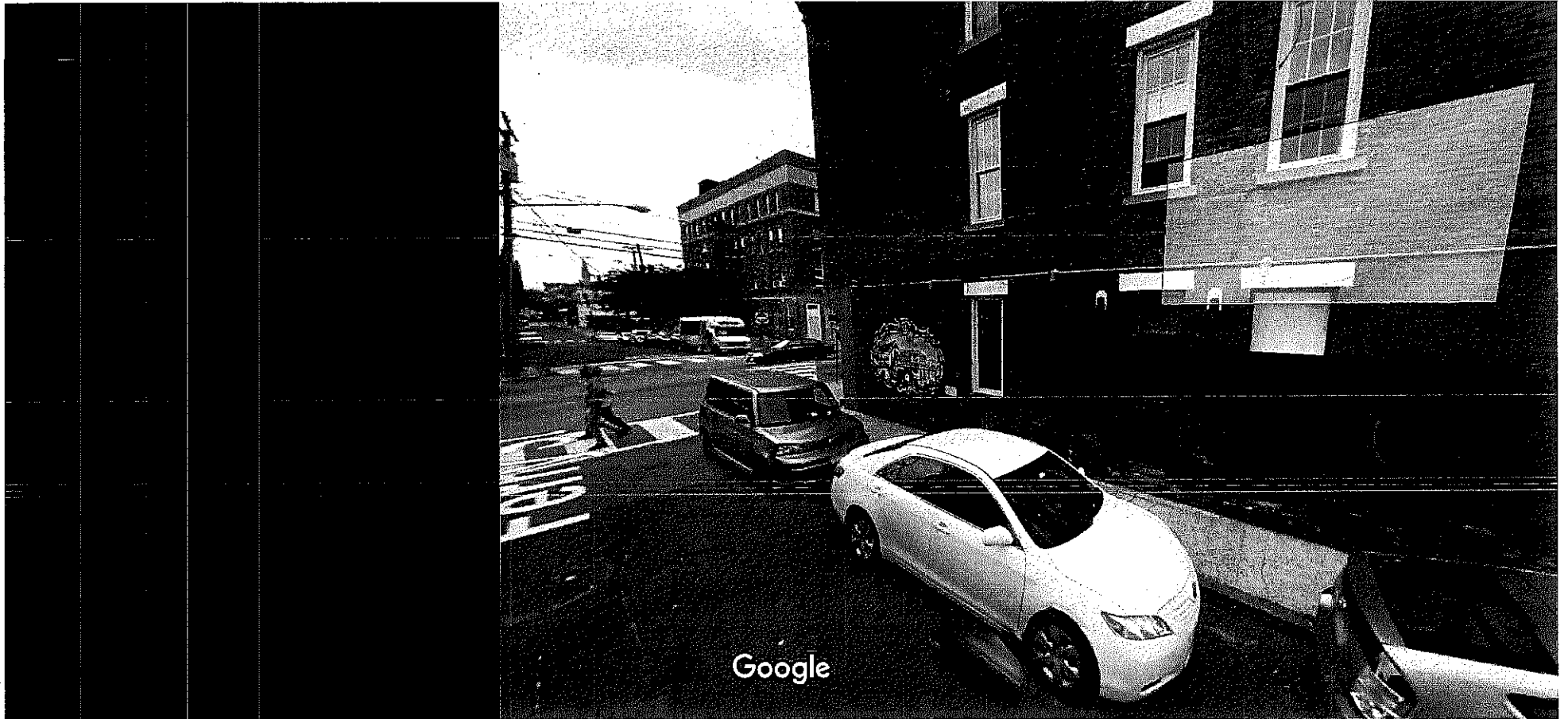


Image capture: Nov 2016 © 2017 Google United States

Jersey City, New Jersey

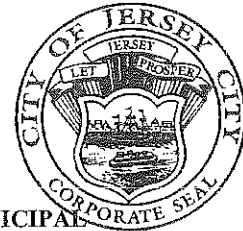
Street View - Nov 2016

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

City Clerk File No. Res. 17-600

Agenda No. 10.0

Approved: JUL 19 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

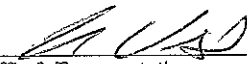
WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-1, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;


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

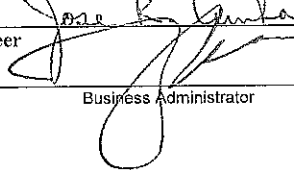
WHEREAS, the request to close Mercer Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-72 (B)(2) and 296-73(D) and Chapter 122, Sections 122-1 and 122-2(C)(1) as the event as the event is sponsored by a non-resident and will start earlier than permitted;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

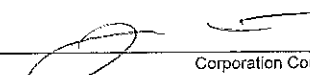
APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

AV:pcj
(06.22.17)

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required

Not Required

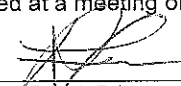
APPROVED 9-0

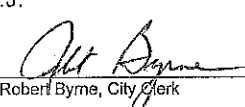
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7.19.17</u> | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, 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

| | | |
|---------------------|---|---|
| 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

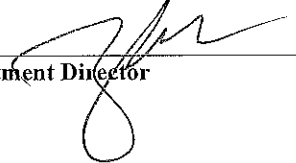
AUTHORIZING THE CLOSING OF MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, AUGUST 5, 2017
FOR THE PURPOSE OF THE BOLIVIAN PARADE & FESTIVAL
Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

8/23/17
Date



Department Director

7/12/17
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

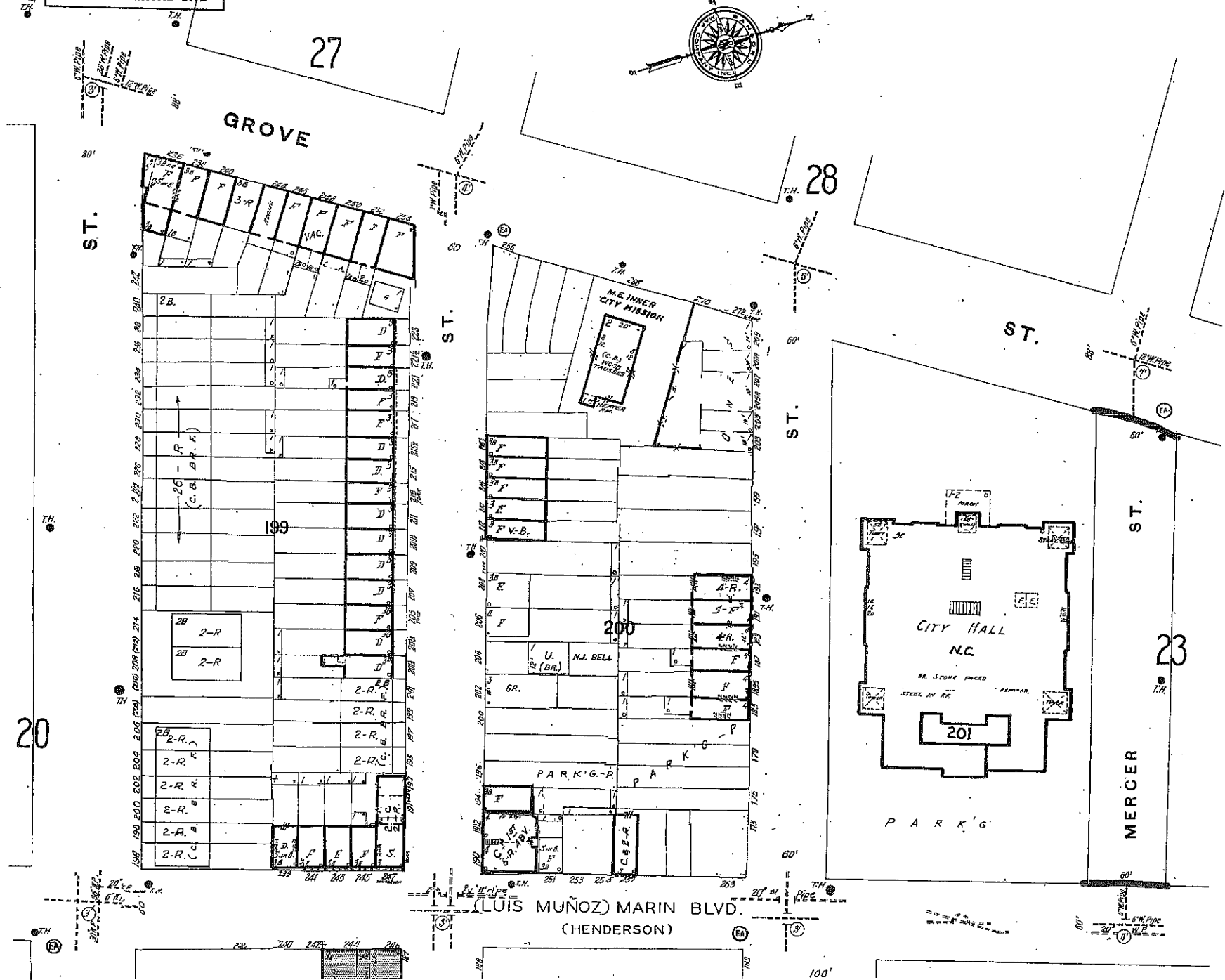
ORGANIZATION: Centro de Residentes Bolivianos en NJ

ADDRESS: 396 Liberty Ave, Jersey City NJ

PHONE #: 201.819.7423

BEING WAIVED: Nonresidents, start time

ENTIRE SHEET
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(Luis Muñoz) MARIN BLVD.
(HENDERSON)

CITY HALL
N.C.

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U. N.J. BELL

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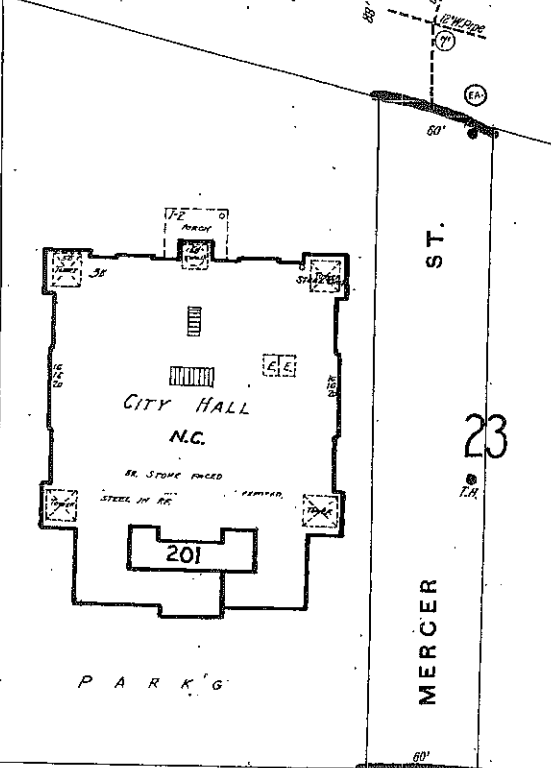
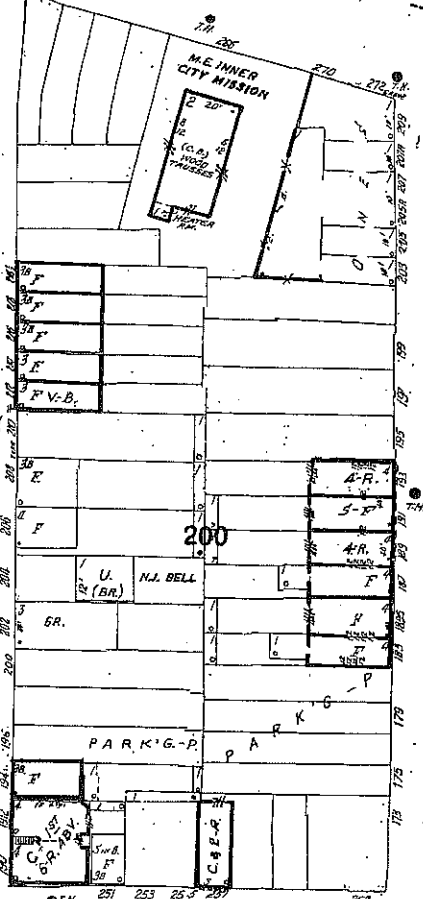
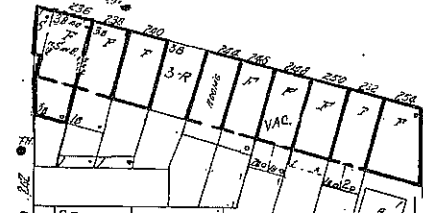
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Steven M. Fulop Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

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



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

Signature Page - Multiple Districts



Elizabeth Cain Director

EVENT NAME: BOLIVIAN PARADE & FESTIVAL **EVENT DATE:** 8/5/17
EVENT LOCATION: FESTIVAL: CITY HALL PLAZA & MERCER ST / PARADE: BRUNSWICK TO COLUMBUS TO GROVE

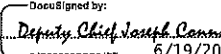
OFFICE OF CULTURAL AFFAIRS REVIEWER  Initials of CA Reviewer:  Date: 6/14/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander:  Date: 6/16/2017
 NOT Approved Coordinate Off-Duty Personnel Comments: _____

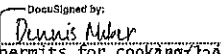
JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

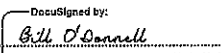
JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

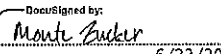
JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF
 Approved Coordinate On-Duty Personnel Signature of Police Chief:  Date: 6/19/2017
 NOT Approved Coordinate Off-Duty Personnel Comments: _____

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR
 Acknowledged Date: 6/21/2017 Signature of Off Duty Coordinator:  Date: _____

JERSEY CITY FIRE DEPARTMENT
 Approved: No Open Flame Additional Permits Required Signature of Fire Official:  Date: 6/21/2017
 NOT Approved Fire Inspector Required Comments: tags for rides/permits for cooks/inspectors

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR
 Approved Coordinate On-Duty Personnel Signature of Police Director:  Date: 6/22/2017
 NOT Approved Coordinate Off-Duty Personnel Comments: _____

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC
 Acknowledged Pending Council Approval Signature of Traffic Engineer:  Date: 6/22/2017
 Not Applicable Need Completed Signature Page Comments: _____

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES
 No Food will be Sold Vendor List Required Signature of Health Officer: _____
 Food will be Sold Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION
 Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION
 Approved Requiring additional form Signature of Sanitation Director: _____
 NOT Approved Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY
 Request for use of Park: Approved Signature of Parks Director: _____
 Request for use of Park: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS
 Request for Additional Barricades: Approved Signature of Building & Streets Director: _____
 Request for Additional Barricades: NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT
 COI is Approved Waiver request is Approved Signature of Risk Manager: _____
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE
 Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 170601
 Agenda No. 10-R
 Approved: JUL 19 2017



TITLE:

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

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Centrol De Residentes Bolivianos en NJ to close Grand Street, east of Hudson Street beginning at 7:00 a.m. and ending at Noon Saturday, September 11, 2017 for the purpose of the 9/11 Memorial; 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 Grand 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 as the event is sponsored by a non-resident, it will be held on a weekday 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 Grand Street, east of Hudson Street beginning at 7:00 a.m. and ending at Noon Saturday, September 11, 2017.

APPROVED: [Signature]
 Director of Traffic & Transportation

APPROVED: [Signature]
 Municipal Engineer

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
 Corporation Counsel

AV:pcj
 (06.12.17)

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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

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

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

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

[Signature]
 Robert Byrne, City Clerk

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.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

7/13/17

Date

Department Director

Date

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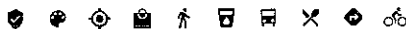
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Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

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



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

Signature Page - Multiple Districts



Elizabeth Cain
Director

EVENT NAME: 911 MEMORIAL SERVICE **EVENT DATE:** 9/11/17

EVENT LOCATION: GRANT STREET AT THE WATERFRONT

OFFICE OF CULTURAL AFFAIRS REVIEWER  Initials of CA Reviewer: *Cultural Affairs Event Planner*
C2E99AE6294247B... Date: 6/14/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: *Captain Nicholas Scerbo*
 NOT Approved Coordinate Off-Duty Personnel Comments: CC-ODC Date: 6/16/2017

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF
 Approved Coordinate On-Duty Personnel Signature of Police Chief: *Deputy Chief Joseph Commars*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/19/2017

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR
 Acknowledged Date: 6/21/2017 Signature of Off Duty Coordinator: *Thomas Maloney*

JERSEY CITY FIRE DEPARTMENT
 Approved: No Open Flame Additional Permits Required Signature of Fire Official: *Dennis Miller*
 NOT Approved Fire Inspector Required Comments: describe generator Date: 6/21/2017

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR
 Approved Coordinate On-Duty Personnel Signature of Police Director: *Bill O'Donnell*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/21/2017

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC
 Acknowledged Pending Council Approval Signature of Traffic Engineer: *Monte Baker*
 Not Applicable Need Completed Signature Page Comments: _____ Date: 6/21/2017

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES
 No Food will be Sold Vendor List Required Signature of Health Officer: _____
 Food will be Sold Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION
 Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION
 Approved Requiring additional form Signature of Sanitation Director: _____
 NOT Approved Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY
 Request for use of Park: Approved Signature of Parks Director: _____
 Request for use of Park: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS
 Request for Additional Barricades: Approved Signature of Building & Streets Director: _____
 Request for Additional Barricades: NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT
 COI is Approved Waiver request is Approved  Signature of Risk Manager: *Matthew Hogan*
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: 6/14/2017

JERSEY CITY DIVISION OF COMMERCE
 Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 17-602

Agenda No. 10.5

Approved: JUL 19 2017



TITLE:

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
RESOLUTION**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

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

WHEREAS, Resolution 15.287 approved on April 22, 2015 amended the City's contract (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 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: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

*RE
BD
7/19/17*

Certification Required

Not Required

APPROVED 9-0

AV:pci
(06.30.17)

| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

Second Amendment of Agreement

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

| | | |
|---------------------|--|---|
| 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 all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

Five Years effective August 1, 2014

Type of award

Competitive Contracting

If "Other Exception", enter type

Additional Information

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

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

6/30/17

Date



Signature of Department Director

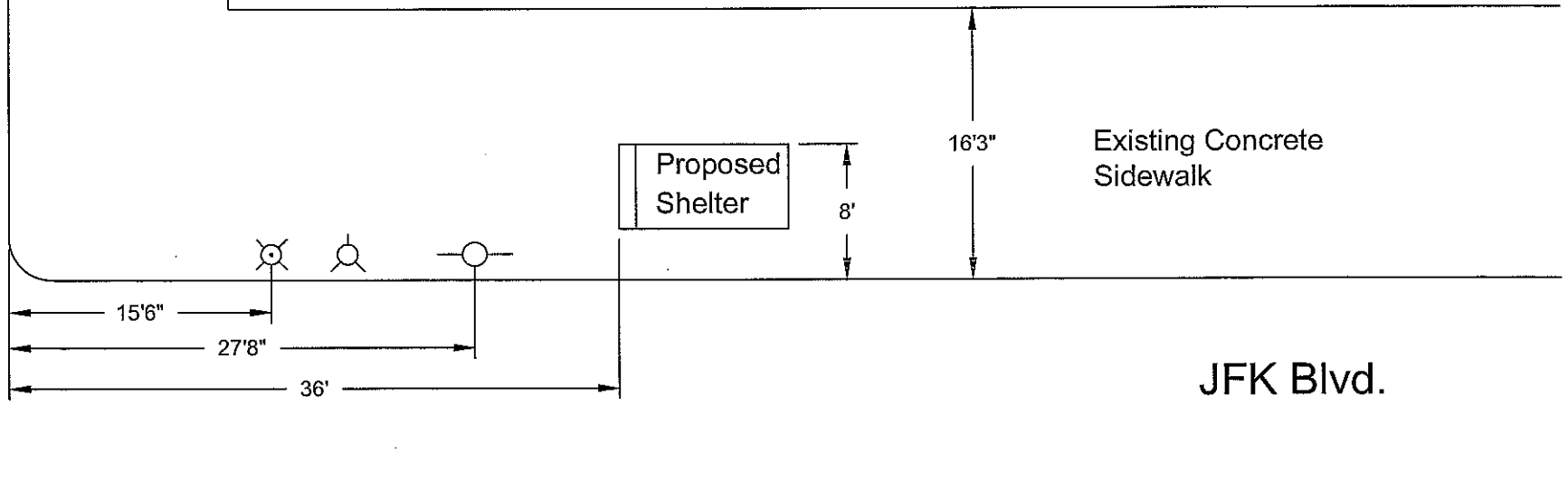
7/12/17

Date



Brooks Place

Dollar Tree
#3000 JFK Blvd.



Revisions & Notes

| Rev. | Description | Date | App. By |
|------|-------------|------|---------|
| | | | |
| | | | |
| | | | |

| | |
|-------------------------------------|----------------|
| Municipality Jersey City | |
| Utility Company PSE&G | |
| Abutting Owner | |
| Right of Way | Contact Person |

AR JAMES & CO. LTD

1000 Woodbridge Center Dr. Suite 212
Woodbridge, NJ 07095

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

JFK Blvd. @ Brooks Place

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

| | | | |
|--------------|-------|--------------|-----------|
| Shelter Type | 5x10 | Date | 4/10/2017 |
| Flat Ad Box | | | |
| Bus Stop # | 20820 | Lines Served | |

| | | | |
|-------------|------------|-------------|--|
| Approved By | | Approved By | |
| Scale | Dwn No | Drawn By | |
| | 3132-35 JC | JDK | |

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

City Clerk File No. Res. 17-603

Agenda No. 10.T

Approved: JUL 19 2017

TITLE:



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:

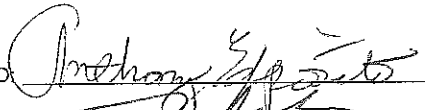
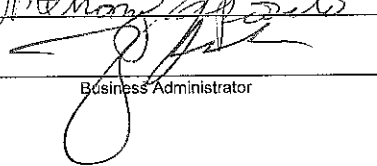
WHEREAS, the City of Jersey City sold a tax sale certificate on 196 Arlington Avenue, Block 22703 Lot 0 49, Certificate # 2016-1645 on December 15, 2016 to **MTAG CUST FIG CAP INV NJ13 LLC**; and

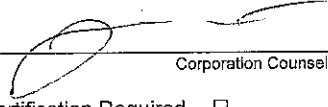
WHEREAS **MTAG CUST FIG CAP INV NJ13 LLC** the third party lien holder for certificate 2016-1645 lost the original certificate issued on December 15, 2016; and

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: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required

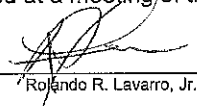
APPROVED 9-0


| 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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator

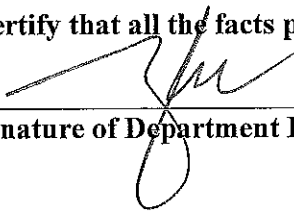
| | | |
|---------------------|------------------|-------------------------|
| Department/Division | ADMINISTRATION | TAX COLLECTION |
| Name/Title | ANTHONY ESPOSITO | ASSISTANT TAX COLLECTOR |
| Phone/email | (201) 547-5526 | ANTHONYE@JCNJ.ORG |

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

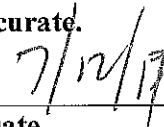
Resolution Purpose

A replacement of a lost third party tax sale certificate.

I certify that all the facts presented herein are accurate.



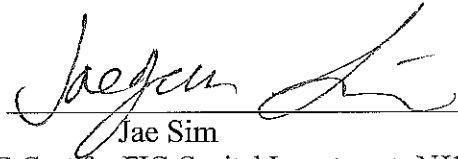
Signature of Department Director



Date

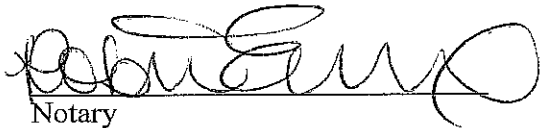
REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER AFFIDAVIT OF LOST
TAX SALE CERTIFICATE

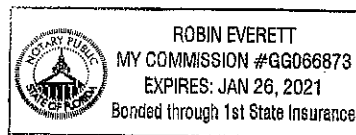
1. I, Jae Sim agent for MTAG Cust for FIG Capital Investments NJ13 LLC, residing at 1000 Riverside Ave, Ste 400 Jacksonville, Fl 32204 of full age, being duly sworn according to law, upon his oath, deposes and says:
2. I am an agent for the true and lawful owner of Tax Sale Certificate# 2016-1645 issued 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 to me.


Jae Sim

MTAG Cust for FIG Capital Investments NJ13 LLC

Sworn and Subscribed to before me
this 21 day of June, 2017.


Notary



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

City Clerk File No. Res. 17-604

Agenda No. 10.U

Approved: JUL 19 2017

TITLE:



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

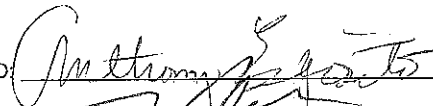
COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

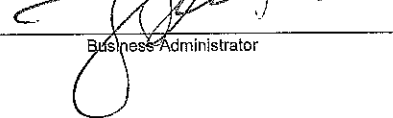
WHEREAS GREGORY JUDGE, the third party lien holder for certificate 2009-3265 lost the original certificate issued on October 8, 2009; and

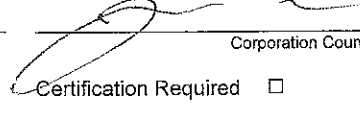
WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to **GREGORY JUDGE** under chapter 99 the P.L. of 1997.

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: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

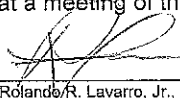
APPROVED 9-0


| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator

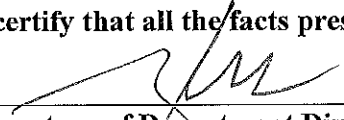
| | | |
|---------------------|------------------|-------------------------|
| Department/Division | ADMINISTRATION | TAX COLLECTION |
| Name/Title | ANTHONY ESPOSITO | ASSISTANT TAX COLLECTOR |
| Phone/email | (201) 547-5526 | ANTHONYE@JCNJ.ORG |

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

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

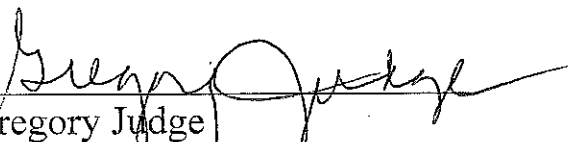
7/12/17
Date

Date: June 20, 2017

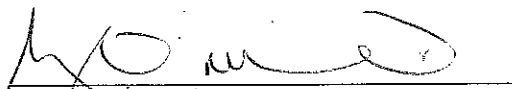
AFFIDAVIT FOR LOST TAX SALE CERTIFICATE # 2009-3265

I hereby certify that the original tax sale certificate for Block 22605,
Lot 5, known as 57 Orient Avenue, 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

Agenda No. 10.V

Approved: JUL 19 2017

TITLE:



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

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

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)

City Clerk File No. Res. 17-605
 Agenda No. 10.V JUL 19 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> | <u>Make</u> | <u>Type</u> | <u>VIN#</u> | <u>Minimum Bid</u> |
|----|-------------|-------------|-------------|--------------------|--------------------|
| 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 | WDBG A32E4PA087443 | \$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 |

City Clerk File No. Res. 17-603Agenda No. 10.V JUL 19 2017

| TITLE | 35 | 2000 | HON | 2DR | 1HGCG2254YA041140 | \$8,271.30 |
|-------|----|------|-------------|---------------|-------------------|-------------|
| | 36 | 2005 | CHE | 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 | 4A3AB55H83E057603 | \$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 | MINITUBISHI | 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 | \$7,115.70 |
| | 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 |

City Clerk File No. Res. 17-605

Agenda No. 10.v JUL 19 2017

| TITLE: | 79 | 2000 | OLD | 4DR | 1G3NL52T2YC424565 | \$6,152.70 |
|--------|-----|------|------|-----|-------------------|-------------|
| | 80 | 2005 | FOR | 2DR | 1ZVFT80N255107988 | \$6,120.60 |
| | 81 | 1995 | CAD | 4DR | 1G6DW52P6SR709122 | \$11,820.20 |
| | 82 | 1999 | NIS | 4DR | 1N4DL01D1XC113030 | \$5,992.20 |
| | 83 | 1997 | MB | 4DR | WDBJF55F6VA424070 | \$5,928.00 |
| | 84 | 2002 | MAZ | 4DR | JM1BJ225220636769 | \$5,895.90 |
| | 85 | 1995 | TOY | 4DR | 4T1SK12EXSU579989 | \$5,831.70 |
| | 86 | 1999 | BUI | 4DR | 2G4WB52K5X1594837 | \$5,639.10 |
| | 87 | 2005 | NIS | 4DR | 1N4AL11D55C226095 | \$5,639.10 |
| | 88 | 1999 | HON | 4DR | JHMC65554XC024934 | \$5,639.10 |
| | 89 | 2004 | PON | 4DR | 2G2WR524541146244 | \$5,639.10 |
| | 90 | 1998 | NIS | 4DR | 1N4DL01D5WC181605 | \$5,542.80 |
| | 91 | 2005 | DOD | 4DR | 1D4GP25R95B359620 | \$5,542.80 |
| | 92 | 2005 | DOD | 4DR | 1B3EL46X35N700292 | \$5,478.60 |
| | 93 | 1998 | CHE | 2DR | 2G1WX12K6W9146100 | \$5,286.00 |
| | 94 | 1984 | TOY | 2DR | JT2RA64L9E0048639 | \$5,221.80 |
| | 95 | 1991 | HON | 2DR | 1HGCB7246MA067834 | \$5,221.80 |
| | 96 | 2003 | JAG | 4DR | SAJEA51D43XD47610 | \$4,926.60 |
| | 97 | 2000 | CHE | 4DR | 2G1WH55K4Y9324380 | \$4,836.60 |
| | 98 | 2005 | DOD | 4DR | 2D4GP44L05R465335 | \$5,029.20 |
| | 99 | 1998 | HON | 2DR | 1HGEJ7126WL097032 | \$4,997.10 |
| | 100 | 1998 | NIS | 4DR | JN8AR05S4WW273828 | \$4,997.10 |
| | 101 | 2000 | DOD | 4DR | 1B4HS28N1YF263550 | \$9,894.20 |
| | 102 | 1991 | TOY | 4DR | 2T1AE94A8MC104891 | \$4,932.90 |
| | 103 | 1996 | FOR | 2DR | 1FDEE14HXTHB33685 | \$9,637.40 |
| | 104 | 2003 | CHE | 4DR | 1G1ND52J83M529148 | \$4,868.70 |
| | 105 | 1995 | CHE | 4DR | 2G1WN52M1S9232469 | \$4,836.60 |
| | 106 | 2004 | MERC | 4DR | 2MRDA20214BJ16370 | \$4,836.60 |
| | 107 | 2000 | DOD | 4DR | 2B3HD76V2YH409564 | \$4,836.60 |
| | 108 | 2000 | FOR | 4DR | 1FMZU72E1YZC48872 | \$4,772.40 |
| | 109 | 2007 | CHE | 4DR | 1G1ZS58F97F198276 | \$4,708.20 |
| | 110 | 2000 | LIN | 4DR | 5LMFU28AXYLJ36887 | \$9,252.20 |

APPROVED: *Juliana Baynani*

APPROVED AS TO LEGAL FORM R.R. 6-30-17

APPROVED: *[Signature]*
 Business Administrator
 PS /sb
 June 29, 2017

[Signature]
 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE 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@jenj.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)

[Empty box for cost information]

Contract term (include all proposed renewals)

[Empty box for contract term information]

Type of award

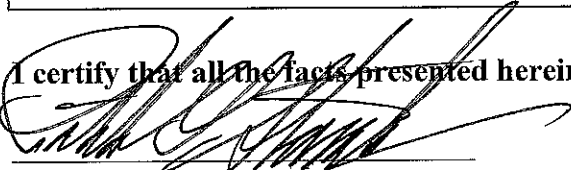
Auction Resolution


**If "Other Exception", enter type
Additional Information**

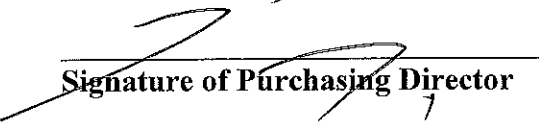
[Empty box for other exception information]

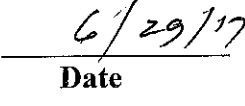
[Large empty box for additional information]

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date


Signature of Purchasing Director


Date

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

City Clerk File No. Res. 17-606

Agenda No. 10.W

Approved: JUL 19 2017

TITLE:



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

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Fire Officers Association of Jersey City Local 1064, I.A.F.F., AFL-CIO, CLC; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2017 through December 31, 2020; and

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

1. The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Fire Officers Association of Jersey City Local 1064, I.A.F.F., AFL-CIO, CLC, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

JTW
7/11/2017

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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE 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.F.F., 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 1, 2017 through December 31, 2020.

I certify that all the facts presented herein are accurate.



Signature of Department Director

7.11.17

Date

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.

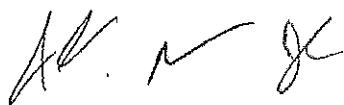
3. Article 2. Maintenance and Modification of Work Rules. Paragraph D delete. New Paragraph D: "There shall be no surreptitious recordings of any City employee."

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."



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:

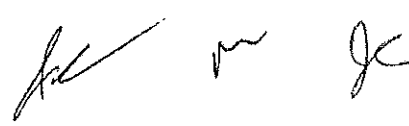
A. Hospital language to reflect current plan.

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



(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.

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.

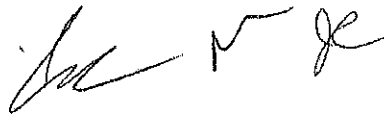
D. Change paragraph E from 6 months to 3 months.

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.



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.

Two handwritten signatures in black ink are located at the bottom of the page. The signature on the left is a cursive name, and the signature on the right is a stylized monogram or initials.

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

The City shall supply snow blowers, industrial grade ice machine and pressure washer.

Two handwritten signatures in black ink are located at the bottom of the page. The signature on the left is a stylized cursive 'K', and the signature on the right is a cursive 'N J'.

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/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.

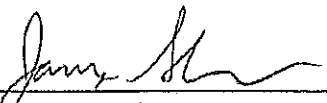
38. Article 41 - Specialty Licenses and Certifications

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

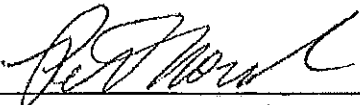
Emergency Medical Technician certification and recertification costs will be paid for by the City.

CITY OF JERSEY CITY

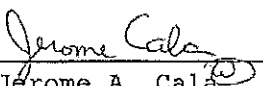
LOCAL 1064



James R. Shea
Director of Public Safety



Peter Nowak, President Local



Jerome A. Cald
Asst. Director of Public Safety

Dated:

Dated: 6/27/17

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

City Clerk File No. Res. 17-607

Agenda No. 10.X

Approved: JUL 19 2017

TITLE:



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)

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

WHEREAS, the United States Coast Guard's ("USCG") Mission is to provide aid during maritime distress incidents; and

WHEREAS, the Jersey City Department of Public Safety, Fire Division, assists the United States Coast Guard and responds to maritime distress incidents; and

WHEREAS, there is a need to formalize the parties expectations relative to the communications of confirmed maritime distress incidents between the USCG Sector New York Command Center and the Jersey City Dept. of Public Safety, Fire Division; and

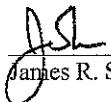
WHEREAS, the USCG requires all participating agencies to execute a memorandum of agreement; and

WHEREAS, by executing this agreement, the USCG will provide the necessary training and support to JC Dept. of Public Safety, Fire Division, so that it may respond to confirmed maritime distress incidents; and

WHEREAS, the City of Jersey City ("City") is authorized to execute a memorandum of agreement with the USCG pursuant to N.J.S.A. 40A:11-5(2);

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

1. The Mayor/Business Administrator is authorized to execute the memorandum of agreement with the USCG that is attached hereto.
2. The Department of Public Safety, Fire Division, may work jointly with the USCG to respond to maritime distress incidents.

Approved: 
James R. Shea, Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

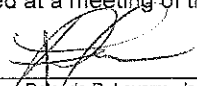
BD
7-10-17

| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator


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

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

Resolution Purpose

1. The 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

7/6/17
Date

**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. **PURPOSE:** 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
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@njcps.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 of 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.

APPROVED BY:

CITY OF JERSEY CITY

Robert Kakoleski
Business Administrator
Date: _____

**UNITED STATES OF AMERICA
DEPARTMENT OF HOMELAND SECURITY
U.S. COAST GUARD**

Michael H. Day
Captain, U.S. Coast Guard
Commander, Sector New York
Date: _____

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

City Clerk File No. Res. 17-608

Agenda No. 10-Y

Approved: JUL 19 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

COUNCIL
following resolution:

offered and moved adoption of the

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.

City Clerk File No. Res. 17-608
Agenda No. 10-Y JUL 19 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

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: [Signature] 06/21/17. APPROVED AS TO LEGAL FORM R.R.
6-23-17

APPROVED: [Signature] Business Administrator [Signature] 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT 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 | Administration | Administrative Services |
| Name/Title | Steve Miller | Confidential Assistant |
| Phone/email | 201-547-4904 | Steve M@JCNJ.ORG |

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

There exists a need for gasoline and diesel fuel for vehicles from the Board of Education. The City receives reimbursement from the Board of Education on a quarterly basis.

Cost (Identify all sources and amounts)

None

Contract term (include all proposed renewals)

The term of the agreement is three years from Oct. 9, 2017 – Oct. 8, 2020.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Stefano Bayman
Signature of Department Director

06/21/17
Date

Signature of Purchasing 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 Municipal Corporation of the State of New Jersey, having offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY (School District), an agency of the State of New Jersey, with offices at 346 Claremont 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.

CITY OF JERSEY CITY

STATE OPERATED SCHOOL
DISTRICT OF JERSEY CITY

By:

By:

Robert Kakoleski
Business Administrator

Dr. Marcia V. Lyles
State District Superintendent

Witness:

Witness:

By:

By:

Robert Byrne
City Clerk

SM
6/12/17

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

City Clerk File No. Res. 17-609

Agenda No. 10.Z

Approved: JUL 19 2017

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 66.5 BELMONT AVENUE, BLOCK 16803, LOT 65 F/K/A BLOCK 1919, LOT 64.A

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on October 3, 2001, Viola Sampson (Borrower) executed a Mortgage and Note in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the HORP Program; and

WHEREAS, the Mortgage was recorded in Book 8425 at Page 087 of the Register of Deeds for Hudson County on November 8, 2001; and

WHEREAS, the Mortgage provides that upon conclusion of the five year term the Mortgage shall be forgiven in its entirety; and

WHEREAS, the Mortgage affects property known as 66.5 Belmont Avenue, Block 16803, Lot 65, f/k/a Block 1919, Lot 64.A; and

WHEREAS, the five year term has expired and so 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 property located at 66.5 Belmont Avenue, Block 16803, Lot 65, f/k/a Block 1919, Lot 64.A.

JL/he
7/12/17

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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGCIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting 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 ½ Belmont Avenue, Jersey City, NJ 07304

Block: 1919 Lot: 64.A

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP/SHRP Mortgage: October 3, 2001

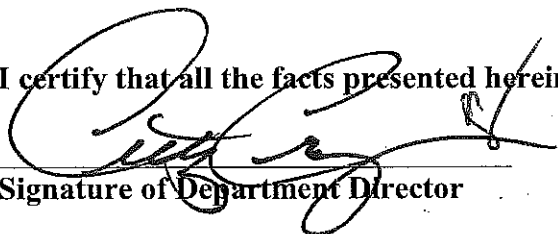
Recording Date of HORP/SHRP Mortgage: November 8, 2001 Book: 8425 Page: 087

Basis for Discharge of Mortgage:

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

7/12/17
Date

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

City Clerk File No. Res. 17-610

Agenda No. 10.Z.1

Approved: JUL 19 2017

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 1 SADDLEWOOD COURT, A/K/A BLOCK 11501, LOT 29, F/K/A BLOCK 208, LOT 54

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 25, 2010, Iris M. Rosario (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 \$20,900.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 17505 at Page 00925 of the Register of Deeds for Hudson County on March 25, 2010; 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 1 Saddlewood Court, Jersey City, also known as Block 11501, Lot 29, f/k/a Block 208, Lot 54; and

WHEREAS, the Mortgage reached its maturity date on March 25, 2015 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 \$20,900.00 affecting 1 Saddlewood Court, Jersey City, also known as Block 11501, Lot 29, f/k/a Block 208, Lot 54.

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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting 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: 208 Lot: 54

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:

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 herein are accurate.


Signature of Department Director

Date

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

City Clerk File No. Res. 17-611

Agenda No. 10.Z.2

Approved: JUL 19 2017

TITLE:



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 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting 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

Block: 1978 Lot: 42

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP/SHRP Mortgage: August 22, 2001

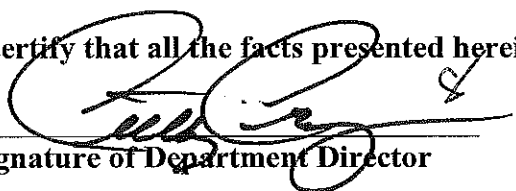
Recording Date of HORP/SHRP Mortgage: October 01, 2001 Book: 8336 Page: 061

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: August 22, 2006
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

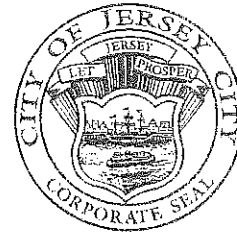
I certify that all the facts presented herein are accurate.


Signature of Department Director

7/3/17
Date

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

City Clerk File No. Res. 17-612
 Agenda No. 10.Z.3
 Approved: JUL 19 2017
 TITLE:



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: _____
 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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

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

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting 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

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

Property Address: 164 Virginia Avenue

Block: 1792 Lot: 113.A

HORP/SHRP Mortgage Amount: \$14,000.00

Execution Date of HORP/SHRP Mortgage: May 25, 2007

Recording Date of HORP/SHRP Mortgage: July 26, 2007 Book: 16097 Page: 00193

Basis for Discharge of Mortgage:

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.


Signature of Department Director

Date

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

City Clerk File No. Res. 17-613

Agenda No. 10.Z.4

Approved: JUL 19 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;
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;

TITLE:

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

- 6. 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 funds in the 2017 permanent budget; and
- 7. The award of this contract shall be subject to the condition that Multimedia Solutions Corporation provides satisfactory evidence of compliance with the Affirmative Action Amendments to Law against Discrimination, N.J.S.A. 10:5-31 et seq.

I Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of **\$18,500** are available in Account No. 02-213-40-554-312 P.O. #125492

APPROVED: [Signature] for Director Stacey Flanagan APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required
Not Required
APPROVED 8-0-1

| 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 | ✓ | | | YUN | ✓ | | | RIVERA | | ABSTAIN | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

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

Initiator

| | | |
|---------------------|---------------------------|--------------------|
| Department/Division | Health and Human Services | Director's Office |
| Name/Title | Stacey Flanagan | Director |
| Phone/email | 201-547-6800 | sflanagan@jcnj.org |

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

Resolution Purpose

Jersey City Health and Human Services wishes to develop a website for #HealthierJC. The committee has selected Multimedia Solutions Corporation to perform website development and maintenance.

Cost (identify all sources and amounts)

total contract amount of \$65,000;

Contract term (include all proposed renewals)

term of six (6) months with options to renew for three (3) additional one (1) year terms

Type of award

[Redacted]

If "Other Exception, enter type

[Redacted]

Additional Information

[Redacted]

I certify that all the facts presented herein are accurate.

[Signature] for Director Stacey Flanagan 6/23/17
Signature of Department Director Date

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: Multimedia SOLUTIONS

Organization Address: 935 River Rd. Edgewater, NJ 07020

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)
- Partnership 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):

| Name of Individual or Business Entity | Home Address (for individuals) or Business Address |
|---------------------------------------|--|
| Yu-ying Zaleon | 935 River Rd Edgewater, NJ 07020 |
| Steven M. Zaleon | 935 River Rd. Edgewater, NJ 07020 |
| | |
| | |

Part III 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 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 |
|---|----------|
| | |
| | |

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, NJ 07020 |
| Steven M. Zaleon | 935 River Rd. Edgewater, NJ 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> 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): | Steven M. Zaleon | Title: | CEO |
| Signature: |  | Date: | 4/21/17 |

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME:

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew 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, 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 Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.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 Director 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 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 ("Chapter 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 skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

| | |
|-----------------------------------|--------------------------------------|
| Name _____ | Relationship to Bidder/Offeror _____ |
| Description of Activities _____ | |
| _____ | |
| Duration of Engagement _____ | Anticipated Cessation Date _____ |
| Bidder/Offeror 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 State of New Jersey 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 State to notify the State in writing of any changes to the contents of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Steven M. Zaleon

Signature:

Steven M. Zaleon

Title:

CEO

Date:

6/29/14

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Edward P. Markowitz - EVP
Representative's Signature: [Signature]
Name of Company: Multimedia Solutions Corporation
Tel. No.: 201-969-0161 x235 Date: 4/29/17

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

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

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

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

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

Representative's Name/Title Print: Edward P. Moskowitz - EVI
Representative's Signature: [Signature]
Name of Company: Multimedia Solutions Corporation
Tel. No.: 201-967-0161 x235 Date: 4/24/17

**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 : Multimedia Solutions Corporation
Address : 935 River Rd., Edgewater, NJ 07020
Telephone No. : 201-969-0161 x 235
Contact Name : Ed Moskowitz

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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

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

Business Name: Multimedia Solutions Corporation
Address: 935 River Rd. Edgewater, NJ 07020
Telephone No.: 201-969-0161 x. 235
Contact Name: EQ Markowitz

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Form Duplicate Cert.
Rev. 3/10



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

| | | | |
|--------------------------------|----------------------------------|------------|-----------------|
| 1. FID. NO. OR SOCIAL SECURITY | 2. ASSIGNED CERTIFICATION NUMBER | ISSUE DATE | EXPIRATION DATE |
| | | | |

3. COMPANY NAME
Multimedica Solutions Corp

4. STREET CITY COUNTY STATE ZIP CODE
935 River Rd. Edgewater NJ 07020

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)
 New 1st time request

SECTION B - SIGNATURE AND IDENTIFICATION

| | | | |
|---|---------------------|-------|---------------------|
| 6. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE | DATE MO DAY YEAR |
| Edward Moskowitz | <i>E. Moskowitz</i> | ERP | 4/24/17 |

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
Edward Moskowitz

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

| | |
|----------------|----------------------------|
| RECEIVED DATE: | DIVISION OF REVENUE DLY #: |
| | |

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF ENROLL PERIOD USED: FROM 1/1/17 TO 4/21/17

NAME OF FACILITY: _____

Multimedia Solutions Corp
 Street 935 River Rd City Edgewater County _____ State NJ Zip Code 07020

| JOB CATEGORIES | MALE | | | | | | FEMALE | | | | | |
|----------------------|-------|-------|----------|------------|-------|----------|--------|-------|----------|------------|-------|----------|
| | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. |
| OFFICIALS & MANAGERS | 1 | | | | | 1 | | | | | | 1 |
| PROFESSIONALS | 2 | | | | | 2 | 1 | 1 | | | | |
| TECHNICIANS | 3 | | | | 1 | 2 | 2 | | | | 1 | 1 |
| SALES WORKERS | | | | | | | | | | | | |
| OFFICE & CLERICAL | | | | | | | | | | | | |
| CRAFTWORKERS | | | | | | | | | | | | |
| OPERATIVES | | | | | | | | | | | | |
| LABORERS | | | | | | | | | | | | |
| SERVICE WORKERS | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | |

I certify that the information on this Form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE [Signature] DATE SUBMITTED 4/24/17

LAST Moskowitz FIRST Edward MI V
 ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____ PHONE (AREA CODE, NO., EXTENSION) _____

935 River Rd Edgewater NJ 07020 : 201-969-0161 x235

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*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certification 31872

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-001-2017~~ to ~~15-001-2024~~

**MULTIMEDIA SOLUTIONS CORPORATION
935 RIVER ROAD
EDGEWATER
NJ 07020**



Ford M. Scudder
**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 _____, 2017 authorized this Agreement between the City and Multimedia.

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. 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 N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

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.

City Clerk File No. Res. 17-614

Agenda No. 10.Z.5

Approved: JUL 19 2017

TITLE:



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

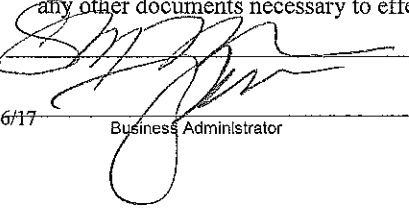
WHEREAS, this program perfectly fulfills one of five promises, a healthy start, which can lead to long term benefits like better attendance in school and higher graduation rates; and

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.

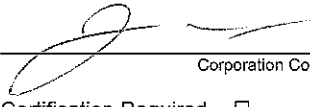
NOW, THEREFORE, BE IT RESOLVED, By the Municipal Council of the City of Jersey City that:

- 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.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED ^{BD} _{07/06/17} Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

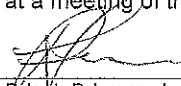
BD
7-10-17

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-10-17 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

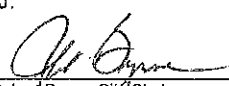
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator

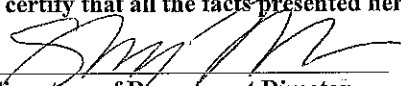
| | | |
|---------------------|---------------------------|--------------------|
| Department/Division | Health and Human Services | Director's Office |
| Name/Title | Stacey Flanagan | Director |
| Phone/email | 201-547-6560 | sflanagan@jcnj.org |

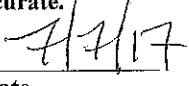
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

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 Jersey City HHS ("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 parties. No 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.

A handwritten signature in black ink that reads "Billy Shore".

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.

| Participation & Graduation Rate Targets by Curricula & Tour Implementation Model | | | | |
|--|---|---|-------------------|---|
| | Courses | 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.

| Key Learner-Centered 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 through 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 through 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 Help.cookingmatters.org 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

| Cooking Matters Programming Comparison | | | | | | | |
|--|--|--|---|--|---|--|---|
| | 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 <i>Cooking Matters at the Store</i> curricula via an online ordering site. Those interested in delivery of tours using the Pop-Up Tour model download & print the Pop-Up Toolkit 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-up 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 19 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.

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

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

1. A contract in the amount of \$22,500.00 and for a term to begin on June 1, 2017 and ending on May 31, 2018 is awarded to Astra Software Corporation to support and maintain the hardware/software of the Computer Aided Dispatch System and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1) (dd);
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A: 5-1 et seq; and
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the city's contractor pay-to play reform ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

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

Department of Public Safety/Division of Communication & Technology
Acct. No. 17-01-201-25-271-314 P.O. # 124896 Amt: \$22,500.00

APPROVED: Jerome C. [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

BD
7/6/17

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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

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

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING 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

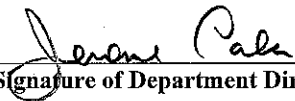
| | | |
|---------------------|-------------------|-----------------------------|
| Department/Division | PUBLIC SAFETY | Communications & Technology |
| Name/Title | Robert Baker, Sr. | Director |
| Phone/email | 201-547-5449 | rbakersr@njcps.org |

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

Resolution Purpose

Annual Support and Maintenance of the Fire CAD & RMS software. Re-negotiated contract at a reduced costs, thus delay in resolution.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/15/17
Date

Signature of Purchasing Director

Date

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-PAID AND OPEN CONTRACTS
 Requested Pursuant to N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Attestation

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 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* *for approval of the contract by the governing body* to any of the following named candidate committees, joint candidates committees, or political party committees representing the elected officials of the *name of entity of elected officials* as defined pursuant to N.J.S.A. 19:44A-3(b), (d) and (e).

| | |
|-----------------------------|-----------------------------|
| Steven Filop for Mayor 2017 | Friends of Chris L. Salsden |
| Lavaro for Councilman | Friends of Richard Boppiano |
| Friends of Joyce Wacterman | Michael Tim |
| Friends of Daniel Rivera | Osborne for Council |
| Gajewski for Council | Jamaine L. Robinson |

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

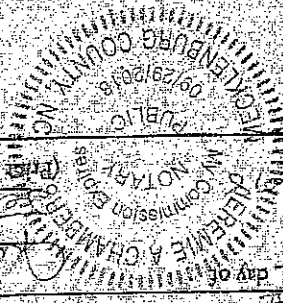
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|---|
| SUCHA WISLIT | 15477 PENNSULTH COVE LN CORNELIUS NJ 07803 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this information and certification, I and/or the business entity will be liable for any penalty permitted under law.
 Name of Business Entity: ASSTK SOFTWARE CORP
 Title: PRESIDENT
 Signed: MARK WELT
 Date: 7/18/17
 Print Name: MARK WELT

Subscribed and sworn before me this 20th day of July, 2017.
 My Commission expires: 09/29/2018
 (Print name & title of official) (Corporate Seal)
John A. Clonias
Notary Public
Essex County, NJ



**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 ASTRA SOFTWARE CORP (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

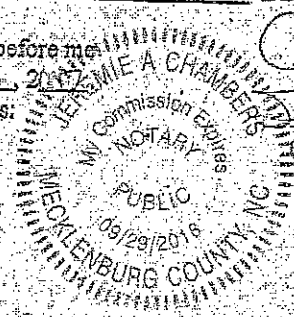
Name of Business Entity: ASTRA SOFTWARE CORP

Signed: Mark Welt Title: PRESIDENT

Print Name: MARK WELT Date: 4/26/17

Subscribed and sworn before me this 26th day of April, 2017

My Commission expires: _____
Jeremie A. Chambers (Affiant)
Jeremie A. Chambers, Notary Public (Print name & title of affiant) (Corporate Seal)



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

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. 10:15-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:15-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): MARK WELT / PRESIDENT

Representative's Signature: Mark Welt

Name of Company: ASTRA SOFTWARE CORP

Tel. No.: 704/896-3505 Date: 4/26/17
X106

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. I.D. NO. OF SOCIAL SECURITY _____ 2. TYPE OF BUSINESS: 1. MSPD 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 3

4. COMPANY NAME ASTRA SOFTWARE CORP

5. STREET 18137 W. CATAWBA AVE CITY CORNELIUS, NC COUNTY _____ STATE _____ ZIP CODE 28031

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) _____ CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE: THE COMPANY SINGLE ESTABLISHMENT EMPLOYER MULTIPLE ESTABLISHMENT EMPLOYER

8. IF SINGLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHERE HAS BEEN AWARDED THE CONTRACT _____

10. PUBLIC AGENCY AWARDED CONTRACT CITY OF JERSEY CITY CITY HUDSON COUNTY _____ STATE NJ ZIP CODE 07902

Contract No. _____ DATE RECEIVED _____ ISSUANCE DATE _____ AGENCY ORDER OR CONTRACT NUMBER _____

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. When there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/ethnic categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT, TEMPORARY/PART-TIME EMPLOYEES ON PAYROLL | | | | | | | | | | |
|---|---|-----------------|-------------------|---|----------|--------|-------|------|-----|-------|----------|--------|-------|-----|
| | COL. 1 TOTAL (COL. 2+3) | COL. 2 MALES | COL. 3 FEMALES | BLACK | HISPANIC | INDIAN | ASIAN | PAID | NON | BLACK | HISPANIC | INDIAN | ASIAN | NON |
| Officials/Managers | 2 | 1 | 1 | | | | | 2 | | | | | | 2 |
| Professionals | 1 | 1 | | | | | | 1 | | | | | | 1 |
| Technicians | | | | | | | | | | | | | | |
| Entry Workers | | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | | |
| Craftworkers (skilled) | | | | | | | | | | | | | | |
| Operatives (hand-skilled) | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | |
| TOTAL | 3 | 2 | 1 | | | | | 3 | | | | | | 3 |
| Total employees from previous Report (if any) | | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | | |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? 1. Visual Survey 2. Employer's Record 3. Other (Specify) _____

13. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

14. IF NO, DATE LAST REPORT SUBMITTED: 4/29/17
MO. DAY YEAR

15. DATES OF PAYROLL PERIOD USED: From _____ To _____

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) MARK WELT SIGNATURE _____ TITLE _____ DATE MO | DAY | YEAR

17. ADDRESS NO. & STREET 18137 W. CATAWBA AVE CITY CORNELIUS, NC COUNTY _____ STATE _____ ZIP CODE 28031 PHONE (AREA CODE NO. EXTENSION) 704/896-3505


WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP; PINK - PUBLIC AGENCY; GOLD - VENDOR X106

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-03-2018~~ to ~~15-03-2018~~



ASTRA SOFTWARE CORPORATION
18127 W. CATAWBA AVE.
CORNELIUS NC 28031


Andrew P. Sidamon-Eristoff
State Treasurer

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

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

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

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

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

Representative's Name (Type Print): MARK WELT / PRESIDENT
Representative's Signature: Mark Welt
Name of Company: ASTRA SOFTWARE CORP
Tel. No.: 701/596-3503 X100 Date: 4/26/17

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-329 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: ASTRA SOFTWARE CORP

Address: 18127 W. CATAWBA AVE, CORNELIUS, NC 28031

Telephone No.: 704/896-3505 X106

Contact Name: MARK WELT

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 262
TRENTON, NJ 08646-0262

TAXPAYER NAME:

ASTRA SOFTWARE CORP

ADDRESS:

18127 W CATAWBA AVE
CORNELIUS, NC 28031

EFFECTIVE DATE:

09/14/05

TRADE NAME:

SEQUENCE NUMBER:

1264653

ISSUANCE DATE:

09/14/05

Acting Director
New Jersey Division of Revenue

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

City Clerk File No. Res. 17-616

Agenda No. 10.Z.7

Approved: JUL 19 2017

TITLE:



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.

| <u>Account</u> | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 01-201-26-290-314 | 125602 | \$24,192.00 |

(Continue on page 2)

City Clerk File No. Res. 17-616

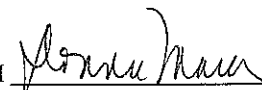
Agenda No. 10.Z.7 JUL 19 2017

TITLE:

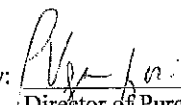
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADVANCED FURNACE & AIR DUCT CLEANING, INC. FOR THE CLEANING AND SANITATION OF THE DUCT WORK AND AIR HANDLERS AT JERSEY CITY MUNICIPAL COURT

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City 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 certify that funds in the amount of \$24,192.00 are available in the Operating Account.

| <u>Account</u> | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 01-201-26-290-314 | 125602 | \$24,192.00 |

Approved by: 
Director of Purchasing, QPA, RPPO

July 7, 2017
Date

PF/pv
7/6/17

APPROVED: 

APPROVED AS TO LEGAL FORM

*R.R.
7-10-17*

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

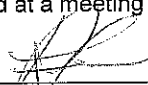
APPROVED 9-0


| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO 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 | dcarlucci@icnj.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.
- ↓ Vendor will provide technicians, equipment and materials.

Cost (Identify all sources and amounts)

01-201-26-290-314 (Buildings Operating)
Total Contract = \$24,192.00

Contract term (include all proposed renewals)

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 \$24,192.00

I certify that all the facts presented herein are accurate.

Silviana Bayona for *7/6/17*
 Signature of Department Director Date

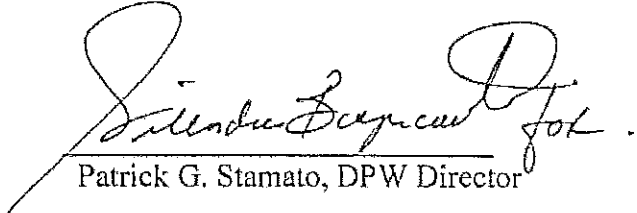
P. V. for P. Palumbo *7/7/17*
 Signature of Purchasing Director Date

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



Clean Air Technologies

268 Main st
Butler NJ 07405

Estimate

| | |
|----------|------------|
| Date | Estimate # |
| 7/6/2017 | 7950 |

| | | | |
|---|-------------------|---------------------|----------------|
| Name / Address City of Jersey City 1 Journal Square Plaza Jersey City NJ 07306 | Ref: | | Terms |
| | | | Net 30 |
| | Customer E-mail | Customer Alt. Phone | Customer Phone |
| | dcarlucci@cnj.org | | 201-547-6594 |

| Item | Description | Qty | Cost | Total |
|------------|---|-----|--------------|--------------------|
| Commercial | For cleaning, sanitizing and deodorizing 5 HVAC systems in Municipal Court building | | 28,200.00 | 28,200.00 |
| | | | Total | \$28,200.00 |

Customer Signature _____

| |
|--------------|
| Phone # |
| 973-283-2221 |

| |
|--------------|
| Fax # |
| 973-283-6611 |

| |
|----------------------|
| E-mail |
| cleanairnj@gmail.com |

| |
|--------------------------------|
| Web Site |
| www.CleanAirTechnologiesNJ.com |



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Furnace & Air Duct Cleaning Inc.

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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 contaminants 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.



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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 |
|----------------------------------|----------|---------|
| Entrance Lobby (extremely dirty) | 3 | 0 |
| Security | 4 | 1 |
| Conference Room #1 | 1 | 1 |
| Conference Room #2 | 1 | 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 | 0 | 1 |
| Room 138 | 12 | 3 |



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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 |
| Ladies 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 |



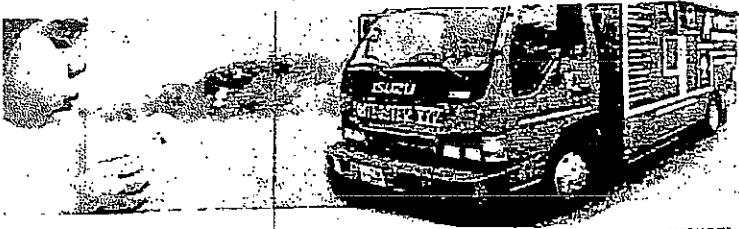
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| | | |
|-----------------------------------|---|---|
| Server Room 223 2 SANYO UNITS | 4 | 2 |
| 210 | 1 | 1 |
| 211 | 1 | 1 |
| 225 | 4 | 2 |
| Corridor to Prosecutor/Public Def | 3 | 1 |
| 219 Waiting Area | 1 | 0 |
| 218 Library | 1 | 1 |
| 217 | 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 | | |
| Hallway | 1 | 0 |
| L17 Break room | 1 | 1 |
| Men's Room/Locker 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 |
| L10 | 1 | 0 |
| L09 | 1 | 1 |
| Holding Cell #3 | 1 | 1 |
| Holding Cell #4 | 1 | 1 |
| Outside of Cells | 2 | 0 |
| #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 |
| ID | 1 | 1 |
| BCI Main Area | 4 | 2 |
| Corridor Outside L29 | 4 | 2 |
| L18 Open Office | 7 | 3 |
| BCI | 0 | 1 |



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| | | |
|--------------------|----|---|
| L19 | 1 | 1 |
| L27 | 3 | 2 |
| L25 | 1 | 1 |
| L25A | 1 | 1 |
| Storage Area | 0 | 1 |
| L24 | 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!*****

A **Acceptance of Proposal** – The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined below.

Date of Acceptance: _____

PRICE: \$24,192.00 TAX EXEMPT

WE NEED 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

Name: _____
Please print

Signature: _____

Title: _____

SMOKE DETECTORS MUST BE PLACED IN TEST MODE DURING THE CLEANING PROCESS
_____ PLEASE INITIAL

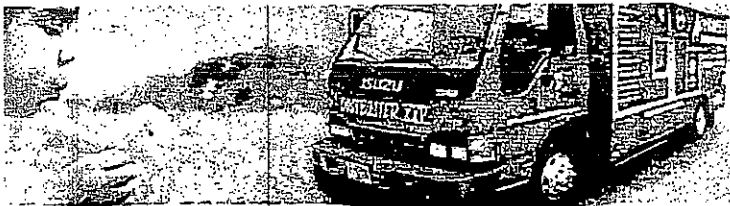
I understand and acknowledge that if for any reason Advanced technicians are interrupted or halted on-site (for reasons including but not limited to: dangerous conditions, fire/smoke alarm, security etc.), there will be an additional fee of \$150.00 per man, per hour of delay.

By signing below I acknowledge that I have been informed of such and agree to these terms.

Name: (please print) _____

Signature: _____

Title: _____



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

*****ALL SMOKE DETECTORS MUST BE PLACED IN TEST MODE DURING THE 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.

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.



CORPORATE OFFICE: 409 CUMBERLAND AVE • BAYVILLE • NEW JERSEY • 08721

TOYI FREE: 877-277-4888 • FAX: 732-360-5904 • EMAIL: DIRTYDUCTS@COMCAST.NET



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 undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Advanced Furnace + Air Duct Cleaning (name of business entity) has not made any reportable contributions in the **one-year period preceding 6/29/17 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Advanced Furnace + Air Duct (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: Advanced Furnace + Air Duct Cleaning

Signed Susan McGovern Title: Office Mgr

Print Name Susan McGovern Date: 6/29/17

Subscribed and sworn before me
this 29 day of June, 2017.
My Commission expires:

Theresa Achille
(Affiant)
Theresa Achille
(Print name & title of affiant) (Corporate Seal)

THERESA MACHILLE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY 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 Ave - Bayville - NJ - 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)
- Partnership 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):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| Richard Spano | 409 Cumberland Ave - Bayville - NJ 08721 |
| Donna Spano | 409 Cumberland Ave - Bayville - NJ - 08721 |
| | |
| | |

Part III 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 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 |
|---|----------|
| N/A | |

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 |
|---|--|
| N/A | |
| | |
| | |

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.

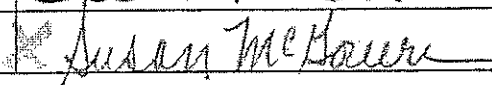
| | | | |
|--------------------|---|--------|------------|
| Full Name (Print): | Susan McGovern | Title: | Office Mgr |
| Signature: |  | Date: | 6/29/17 |

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): SUSAN MCGOVERN -- OFFICE MANAGER

Representative's Signature: Susan McGovern

Name of Company: ADVANCED FURNACE & AIR DUCT CLEANING

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

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

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

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

Representative's Name/Title: SUSAN MCGOVERN - OFFICE MANAGER
Representative's Signature: *Susan McGovern*
Name of Company: ADVANCED FURNACE & AIR DUCT CLEANING
Tel. 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 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: ADVANCED FURNACE & AIR DUCT CLEANING

Address: 409 CUMBERLAND AVE - BAYVILLE NJ 08721

Telephone No: 732-269-0707

Contact Name : SUSAN MCGOVERN

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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



STATE OF NEW JERSEY 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

Certification 27544

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 APR 2014 to 15 APR 2021



ADVANCED FURNACE & AIR TIGHT CLEANING
409 CUMBERLAND AVENUE
BAYVILLE NJ 08021

Robert A. Romano

Robert A. Romano
Acting State Treasurer

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

City Clerk File No. Res. 17-617

Agenda No. 10-Z-8

Approved: DEC 19 2017

TITLE:



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:

| | <u>Minimum</u> | <u>Maximum</u> |
|-------|----------------|----------------|
| 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:

1. The Mayor or Business Administrator is authorized to execute an agreement with MJ Hoag Contracting Inc for the planting of Trees Citywide;
2. 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;
3. 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)

City Clerk File No. Res. 17-617
Agenda No. 10.7.8 JUL 19 2017

TITLE:

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

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

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

| Department of Public Works/Div. of Park Maintenance | | | |
|---|--------|--------------|---------------------|
| Acct # | P.O # | | Amount |
| 04-215-55-935-990 | 125538 | Capital Acct | \$76,070.00 |
| 04-215-55-898-990 | 125539 | Capital Acct | <u>\$31,930.00</u> |
| TOTAL CONTRACT | | | \$108,000.00 |

Approved by Peter Folgado (Peter Folgado), Director of Purchasing
PF/pc
7/3/17

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

BD
7.10.17

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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

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

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF 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@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 for tree planting citywide.
- ↓ Size is 2 ½ inch by 3 inch.
- ↓ Vendor will provide all materials, equipment and vehicles required as per specifications.
- ↓ Open end contract.
- ↓ The City spent about \$75,000.00 in 2016.

Cost (Identify all sources and amounts)

1. 04-215-55-935-990 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 Exception", enter type Additional Information

One Bidder

MJ Hoag for \$108,000.00

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

[Handwritten Signature]
6/28/17

[Handwritten Signature]
7/10/17



STEVEN M. FULOP
Mayor of Jersey City

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



PATRICK G. STAMATO
Director

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***

| <u>VENDOR NAME</u> | <u>REQUISITION #</u> | <u>ACCOUNT #</u> | <u>CONTRACT AMOUNT</u> | <u>TOTAL CONTRACT AMOUNT</u> |
|--------------------|----------------------|-------------------|------------------------|------------------------------|
| 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 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!!!!!!!

Patrick Stamato, Director

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


300 x $\frac{360.00}{\text{Unit Price}}$ = Total Bid Price \$ 108,000.00
Trees

\$ 108,000
(In figures)

One hundred eight thousand
(In Writing)

All quotations must be typewritten or written in ink. Pencil quotations will automatically render bid informal.

The contract will awarded as an open-end contract. The minimum and maximum quantities that the City will order are set forth above.

Signature:  Date: 10/27/17

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 2848
TRENTON, NJ 08646-0252

TAXPAYER NAME:

M.J. HOAG CONTRACTING, INC.

TAXPAYER IDENTIFICATION#:

223-086-506/000

ADDRESS:

9 RED OAK LANE
KENILWORTH NJ 07033

EFFECTIVE DATE:

12/17/90

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0079206

ISSUANCE DATE:

10/08/04

J.P. & Tully
Acting Director

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



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0079206 FOR M.J. HOAG CONTRACTING, INC. IS VALID.

VERIFIED
PG

Certificate Number
604299

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:

M.J. Hoag Contracting, Inc.
2015

Responsible Representative(s):
Michael Hoag, President

Handwritten signature of Harold J. Wirths in black ink.

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

NON TRANSFERABLE

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

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 22402

THE BOARD OF PUBLIC ACCOUNTS HAS REVIEWED THE INFORMATION REPORT PURSUANT TO
N.J.A.C. 17:27-11 AT SAID AND THE INFORMATION HAS APPROVED FOR THE PERIOD
EFFECT FOR THE PERIOD



M. J. HOAG CONTRACTING, INC.
16 HILLSIDE AVENUE
HILLSIDE NJ 07205

Andrew P. Sidamon-Einston
State Treasurer



EXHIBIT B (4 of 4)

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

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

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

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

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

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

M.T. Hoag
Contracting, Inc

Michael Hoag - president
973-923-
6/27/17

0013

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

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

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

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

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

Representative's Name/Title Print: Michael Hoag - president
Representative's Signature: [Signature]
Name of Company: MJ Hoag Contracting, Inc.
Tel. No.: _____ Date: 6/27/77

973-923-093

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.

Business Name : M.J. Hoag Contracting, Inc.
Address : 116 Hillside Ave Hillside, NJ 07205
Telephone No. : 973-923-0013
Contact Name: Michael Hoag

Please check applicable category :

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

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL 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

Project: citywide tree planting # PF 2017.
 Contractor: M.J. Hoag Contracting Inc Bid Amt. \$ 108,000

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

| Trade | Approx. \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|-------------|------------------|--|-------|---------|
| | | Minority | Woman | Neither |
| <u>None</u> | | | | |
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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

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBB Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

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

Project: City wide tree planting # PF 2017.
 Contractor: M.J. Hoag Contracting, Inc Bid Amt. \$ 108,000

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

| Trade | Approx. \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|-------|------------------|--|-------|---------|
| | | Minority | Woman | Neither |
| NONE | | | | |
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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

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project citywide tree planting

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

| Trade | Contractor Name & Address | Approx \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|-------|---------------------------|-----------------|--|-------|---------|
| | | | Minority | Woman | Neither |
| None | | | | | |
| | | | | | |
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| | | | | | |

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?
We attempt to reach 20% goal

Name of Contractor M.J. Hoag Contracting, Inc.
 By: Signature [Signature]
 Type or print name/title: Michael Hoag; president
 Telephone No: 973 923-0013 Date: 6/27/17

.....
 For City Use:
 Acceptable M/W Business Participation levels for this Project: _____
 By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBB Page 3 Project citywide tree planting

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

| Trade | Contractor Name & Address | Approx. \$ Value | To Minority or Woman Owned Business | | |
|-------|---------------------------|------------------|-------------------------------------|-------|---------|
| | | | Check appropriate column | | |
| | | | Minority | Woman | Neither |
| None | | | | | |
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3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?
We attempt to reach 20% goal.

Name of Contractor M-J-Hoag Contracting, Inc.
 By: Signature [Signature]
 Type or print name/title: Michael Hoag; president
 Telephone No: 973-923-0013 Date 10/27/17

.....
 For City Use:
 Acceptable M/W Business Participation levels for this Project: _____
 By _____ Date: _____

PURCHASING COPY

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

City Clerk File No. Res. 17-618

Agenda No. 10.Z.9

Approved: JUL 19 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. # | Temp. Encumb | Amount |
|-------------------|---------------|-----------------------|---------------------|
| 01-201-28-375-312 | 125493 | | \$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, N.J.S.A. 40A:5-1 et. seq. and be it further

(Continued on page 2)

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

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

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.; and be it further

RESOLVED, Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract 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 and in the subsequent calendar year budget.

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

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 |

Approved by Raquel Folgado, RPPS
for Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pc
6/23/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

BD
7-10-17

| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO 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@icnj.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 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 Exception", enter type
Additional Information

One Bidder

Starlite Electric for \$158,595.00

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

6/20/17

Signature of Purchasing Director

Date

7.7.17



STEVEN M. FULOP
Mayor of Jersey City

**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



PATRICK G. STAMATO
Director

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:

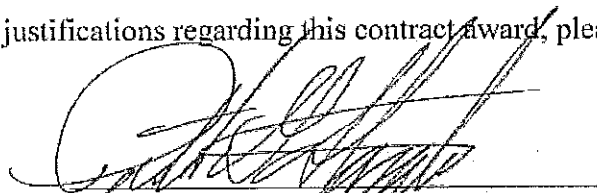
**STARLITE ELECTRIC LLC
260 MAIN STREET, STE 1
KEANSBURG, NJ 07734**

| <u>VENDOR NAME</u> | <u>REQUISTION #</u> | <u>ACCOUNT #</u> | <u>CONTRACT AMOUNT</u> | <u>TEMPORARY ENCUMBRANCY</u> |
|--------------------|---------------------|-------------------|------------------------|------------------------------|
| 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!!!!!!!



Patrick Stamato, Director

- PS/sb
- 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. 1 - 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):

| <u>Site</u> | <u>Address</u> | <u>Bid Price for Seasonal Start-UP</u> |
|--|--|--|
| A. Pershing Field | Central & Manhattan Ave. | \$ <u>350.00</u> |
| B. Mary Benson Ballfield | Mercedes St. & Newark Ave. | \$ <u>100.00</u> (Lights Only) |
| C. Country Village Little League | Sycamore Rd. & Colonia Dr. | \$ <u>2,395.00</u> |
| D. Caven Point Recreational Fac. | Caven Point Rd. & Chapel Ave | \$ <u>3,000.00</u> |
| E. Roberto Clemente | 6th St. & Manila Avenue | \$ <u>100.00</u> |
| F. Montgomery Gateway Recreational Complex | Mercedes & Grand Streets | \$ <u>6,000.00</u> (Lights Only) |
| G. Enos Jones Field | 8th St. & Brunswick Ave. | \$ <u>7,200.00</u> |
| H. Westside Little League | Westside & Pavonia Ave | \$ <u>2,100.00</u> |
| I. Bayside Park Fields | 480 Garfield Ave | \$ <u>100.00</u> |
| J. Lincoln Park West Fields | Lincoln Park West of Routes 1 & 9 | \$ <u>14,000.00</u> |
| K. Metro Field | 179 Westside Avenue | \$ <u>3,000.00</u> |
| L. Berry Lane Park | Garfield Ave | \$ <u>500.00</u> |
| N. Initial sets of material (three (3) sets of lamps and ballasts). Total cost including mark up. | ThirtyNine Thousand Eight Hundred and FortyFive Dollars | \$ <u>1,000.00</u> \$ <u>39,845.00</u> |
| TOTAL BID PRICE ITEM #1 | (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.

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.

| | | | |
|---|--|------------|---------------------|
| A. 250 Hours (Estimated Quantity) Times | \$ <u>275.00</u> | /Hour = \$ | <u>68,750.00</u> |
| | Unit Cost Electrician | | Extended Cost |
| B. 175 Hours (Estimated Quantity) Times | \$ <u>200</u> | /Hour = \$ | <u>35,000.00</u> |
| | Unit Cost Helper | | Extended Cost |
| TOTAL BID PRICE ITEM #2 | One Hundred and Three Thousand | | 103,750.00 |
| (A + B) | Seven Hundred and Fifty Dollars | | (In Figures) |
| | (In Writing) | | |

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.

| | |
|---------------------------------|---------------------|
| <u>Fifteen Thousand Dollars</u> | <u>\$ 15,000.00</u> |
| (In Writing) | (In Figures) |

**BID PROPOSAL
(Continued)**

GRAND TOTAL PRICE ITEMS 1 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

\$ 158,595.00

(In Writing)

(In Figures)

The contract will be awarded on the grand total price for item nos. 1 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 N.J.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 hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

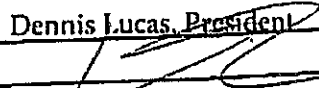
(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and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

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

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of avoidance and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Dennis Lucas, President
Representative's Signature: 
Name of Company: Starlite Electric, LLC Tel. No.: 732-495-7600 Date: 6/20/2017

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

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

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

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

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

Representative's Name/Title Print: Dennis Lucas
Representative's Signature: [Signature]
Name of Company: Starlite Electric
Tel. No.: 732-495-7600 Date: 6/20/2017

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : Starlite Electric
Address : 260 Main Street, Keansburg, NJ 07734
Telephone No. : 732-495-7600
Contact Name: Dennis Lucas

Please check applicable category :

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

Definitions:

Minority Business Enterprise

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

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

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

Project: Sports Lighting and Maintenance # PF 2017
 Contractor: Starlite Electric Bid Amt. \$ 158,595.⁰⁰

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

| Trade | Approx. \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|------------|------------------|--|-------|---------|
| | | Minority | Woman | Neither |
| Electrical | | | | X |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

MWBE Page 3 Project _____

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

| Trade | Contractor Name & Address | Approx \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|------------|-------------------------------------|-----------------|--|-------|-------------------------------------|
| | | | Minority | Woman | Neither |
| Electrical | Starlite Electric | | | | <input checked="" type="checkbox"/> |
| | 260 Main St Kearnsburg, NJ 07734 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor _____

By: Signature _____

Type or print name/title: Dennis Lucas, President

Telephone No: 732-495-7600 Date 6/20/2017

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORUNITY COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
STARLITE ELECTRIC LLC

TRADE NAME:

ADDRESS:
29 NATE LANE
HOWELL NJ 07731
EFFECTIVE DATE:

SEQUENCE NUMBER:
1089595

ISSUANCE DATE:
07/13/05

05/26/04

J.P. & Tully
Director

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

FORM-BRC(08-01)

STATE OF NEW JERSEY
Certificate-of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to: N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected

Robert K. Thompson

Director, Division of Taxation

STARLITE ELECTRIC LLC
29 NATE LANE
HOWELL NJ 07731

Tax Registration No :

Tax Effective Date: 11-05-04

Document Locator No 1000182272

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 CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

DENNIS J. LUCAS
260 Main Street, Suite 1
Keansburg NJ 07734

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

02/09/2015 TO 03/31/2018
VALID

Signature of Licensee/Registration Certificate Holder

34EI01060600
LICENSE REGISTRATION CERTIFICATION #

Marie C. L.
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

DENNIS J. LUCAS
YOUR LICENSE/REGISTRATION CERTIFICATE NUMBER IS 34EI 01060600 EXPIRATION DATE 2018
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
BELOW

Board of Exam. of Electrical Contractors
P.O. Box 45006
Newark, 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

HOME []
BUSINESS []

TELEPHONE
INCLUDE AREA CODE

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

HOME
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.

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors
HAS LICENSED
DENNIS J. LUCAS
FOR PRACTICE IN NEW JERSEY AS A(N)
Electrical Contractor

02/09/2015 TO 03/31/2018
VALID

34EI01060600

Marie C. L.
ACTING DIRECTOR

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

STARLITE ELECTRIC LLC
DENNIS J LUCAS
260 Main Street
Suite 1
Keansburg NJ 07734

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

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
Electrical Business Permit

02/17/2015 TO 03/31/2018
VALID

SIGNATURE
Dennis J. Lucas
ACTING DIRECTOR
34EB01060600
License/Registration/Certificate #

02/17/2015 TO 03/31/2018
VALID

[Signature]
Signature of Licensee/Registrant/Certificate Holder

34EB01060600
LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of Electrical Contra
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

STARLITE ELECTRIC LLC

EXPIRATION DATE 2018

YOUR LICENSE/REGISTRATION/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
BELOW

Board of Exam. of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
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THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE

HOME

HOME

BUSINESS

BUSINESS

TELEPHONE
INCLUDE AREA CODE

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.

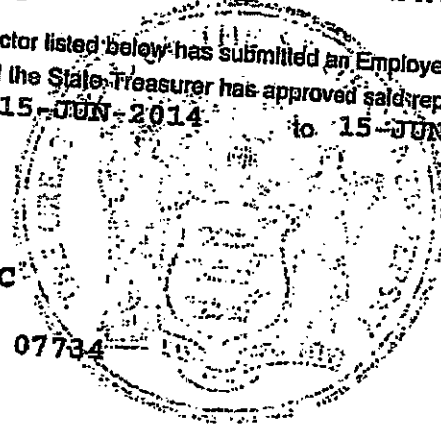
Certification 40116

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2014** to **15-JUN-2021**.

STARLITE ELECTRIC, LLC
260 MAIN STREET
KEANSBURG

NJ 07734

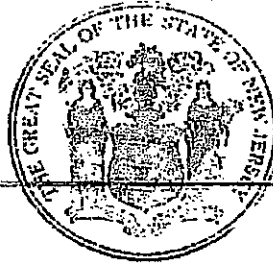


A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Certificate Number
650310

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:

Starlite Electric LLC
2016

Responsible Representative(s):
Dennis Lucas, Vice-President

Handwritten signature of Harold J. Wirths.

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

NON TRANSFERABLE

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



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1069595 FOR STARLITE ELECTRIC LLC IS VALID.

VERIFIED
PG

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

City Clerk File No. Res. 17-619

Agenda No. 10.Z.10

Approved: JUL 19 2017

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:

| Acct # | 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:

1. 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)

City Clerk File No. Res. 17-619

Agenda No. 10.Z.10 JUL 19 2017

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

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

| Acct # | P.O. # | State Contract | Total Contract | Temp Enc |
|-------------------|--------|----------------|----------------|------------|
| 01-201-26-291-211 | 125540 | A85578 | \$50,000.00 | \$5,000.00 |

Approved by Peter Felgado, Director of Purchasing
RPPO, QPA

Date 6/30/17

PF/pv
6/28/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

B.D.
7/5/17

APPROVED: [Signature]
Business Administrator

[Signature]
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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN 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.

Project Manager

| | | |
|---------------------|------------------|----------------------------------|
| Department/Division | DPW | Buildings and Street Maintenance |
| Name/Title | Douglas Carlucci | Buildings Director |
| Phone/email | 201-547-4432 | dcarlucci@jcnj.org |

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

Contract Purpose

The purpose of this resolution is to provide:

- Provide assorted light bulbs and electrical equipment.
- Jewel Electric is a local Jersey City vendor.
- DPW spent about \$40,000.00 in 2016.

Cost (Identify all sources and amounts)

01-201-26-291-211 (Buildings Operating)
 Contract amount = \$50,000.00
 Temporary Encumbrancy = \$5,000.00

Contract term (include all proposed renewals)

Contract is valid until 12/31/17.

Type of award

State Contract Resolution

If "Other Exception", enter type
Additional Information

State Contract # 85578

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

6/29/17

Signature of Purchasing Director

Date

6/30/17



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.

Business Name: JEWEL ELECTRIC, LLC
Address: 455 THIRD ST JERSEY CITY, NJ
Telephone No: 201-653-1613
Contact Name: Bob Kelly

Please check applicable category :

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

**JEWEL ELECTRIC
455 THIRD STREET
JERSEY CITY, NJ
201-653-1613 07302**

**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.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

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

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

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

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
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

CHRIS CHRISTIE
Governor

FORD M. SCUDDER
State Treasurer

KIM GUADAGNO
Lt. Governor

JIGNASA DESAI-MCCLEARY
Director

Change Order (Contract Amendment) #04 T-0167

Bid Solicitation {RFP} #14-X-22662

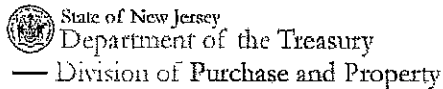
Master Blanket Purchase Order (Blanket PO) {Contract} #85578, 85579, 85580, 85581, 85582 and 82283

| | |
|--------------------------------------|--|
| 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 |
| 1st Extension: | January 1, 2016 to December 31, 2016 |
| 2nd Extension: | 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.



**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 DOREICA 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 #2 - Contract Extension #1 to 12/31/2016](#) Adobe PDF (19 kb)
- [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 site.

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

[NOAs By Number](#) [NOAs By Title](#) [Search NOAs](#)

| | |
|------------------------------------|--------------------------------|
| Index #: | T-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 |

VENDOR INFORMATION

| | |
|--------------------------------------|--|
| Vendor Name & Address: | FRANKLINGRIFFITH 5 SECOND STREET TRENTON, NJ 08611 |
| 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: | YES |
| Minority 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: | YES |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

| | METERS, CIRCUIT BREAKERS TRA-SER COMMODITY GROUP: 3000 BRAND: CUTLER-HAMMER NORTH, CENTRAL & SOUTH REGIONS | | | | |
|---|---|-------------------------------|------|------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00047 | COMM CODE: 285-14-017739 [ELECTRICAL EQUIPMENT AND SUPPLIES,...] 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 | 1.000 | EACH | 50.00% | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00049 | COMM CODE: 031-40-017773 [AIR CONDITIONING, HEATING, AND...] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: FANS AND BLOWERS TRA-SER COMMODITY GROUP: 6700 BRAND: BROAN NORTH, CENTRAL, AND SOUTH REGIONS | 1.000 | EACH | 55.00% | N/A |
| Vendor: JEWEL ELECTRIC SUPPLY CO | | Contract Number: 85578 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00001 | 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 | 1.000 | EACH | 53.00% | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00007 | COMM CODE: 280-75-066329 [ELECTRICAL CABLE AND WIRE, NOT...] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: WIRE, CABLE & CORDS TRA-SER COMMODITY GROUP: 0000 BRAND: ADVANCED DIGITAL CABLE NORTH AND CENTRAL REGIONS | 1.000 | EACH | 58.00% | N/A |

| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|--|---|-------------------------------|------|------------|------------|
| 00009 | COMM CODE: 280-75-066330 [ELECTRICAL CABLE AND WIRE, NOT...] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: WIRE, CABLE & CORDS TRA-SER COMMODITY GROUP: 0000 BRAND: AMERICAN INSULATED WIRE NORTH AND CENTRAL REGIONS | 1.000 | EACH | 69.00% | N/A |
| 00035 | COMM CODE: 285-54-017690 [ELECTRICAL EQUIPMENT AND SUPPLIES,...] 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 | 1.000 | EACH | 50.00% | N/A |
| 00041 | COMM CODE: 285-58-017801 [ELECTRICAL EQUIPMENT AND SUPPLIES,...] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: EMERGENCY LIGHTING UNITS TRA-SER COMMODITY GROUP: 7260 BRAND: DUAL-LITE NORTH AND CENTRAL REGIONS | 1.000 | EACH | 50.00% | N/A |
| Vendor: KEER ELECTRICAL SUPPLY CO INC | | Contract Number: 85583 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00044 | COMM CODE: 285-64-017727 [ELECTRICAL EQUIPMENT AND SUPPLIES,...] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: MOTOR CONTROLS AND ACCESSORIES TRA-SER COMMODITY GROUP: 4000 BRAND: SQUARE D NORTH REGION | 1.000 | EACH | 32.00% | N/A |
| Vendor: LINDEN ELECTRIC WHOLESALERS INC | | Contract Number: 85582 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00041 | COMM CODE: 285-58-017801 [ELECTRICAL EQUIPMENT AND SUPPLIES,...] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: | 1.000 | EACH | 50.00% | N/A |

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

City Clerk File No. Res. 17-620

Agenda No. 10.Z.11

Approved: JUL 19 2017

TITLE:



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 N.J.S.A. 19:44A-20.5 et seq. (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> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 01-201-26-292-314 | 125566 | \$36,600.99 |

(Continued on Page 2)

TITLE:

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

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

1. A contract in the amount of \$36,600.99 for the parts and repairs to fire truck 76308 is awarded to Emergency Equipment Sales, LLC.
2. The term of the contract shall be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to receive the services pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
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, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| | | |
|-------------------|-------------|-----------------------|
| <u>Account</u> | <u>PO #</u> | <u>Total Contract</u> |
| 01-201-26-292-314 | 125566 | \$36,600.99 |

Approved: Peter Folgado 7.6.17
 Peter Folgado, Director of Purchasing, QPA, RPPO Date

PF/pv/BD
7/6/17

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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO 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@icnj.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

Cost (Identify all sources and amounts)

01-201-26-315-314 (Automotive Operating)
Total Contract =\$36,600.99

Contract term (include all proposed renewals)

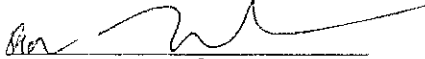
One time repair.

Type of award

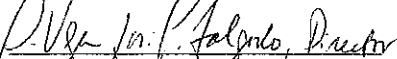
Non Fair and Open

If "Other Exception", enter type
Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/5/17
Date


Signature of Purchasing Director

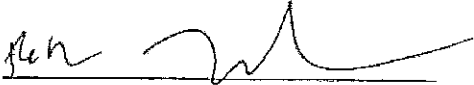
7/5/17
Date

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.

7/5/17
Date


Patrick G. Stamato, DPW Director

40864



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.

WWW.EESSLLC.COM

| | | |
|--------|----------|--------|
| 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, Trunnion (2-3wk leadtime) | 2 | 622.465 | 1,244.93 |
| Trunnion 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) | 1 | 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 job. | 1 | 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 trailer 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 | | | |
| 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

Part III 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 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 |
|---|---------|
| | |
| | |

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 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): | Robert J. Evans | Title: | President |
| Signature: |  | 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.

Name of Organization: Emergency Equipment Sales, LLC

Organization Address: 119 Winterwood Ave. Ewing, NJ 08638

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)
- Partnership 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):

| Name of Individual or Business Entity | 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 |
| | |
| | |

**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 Emergency Equipment Sales, L (name 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.

Name of Business Entity: Emergency Equipment Sales, LLC

Signed: Robert J. Evans Title: President

Print Name: Robert J. Evans Date: _____

Subscribed and sworn before me
this 30 day of June, 2017.
My Commission expires:

Debra L. Stotland
(Affiant)
Debra L. Stotland
(Print name & title of affiant) (Corporate Seal)

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.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Robert J. Evans, President,

Representative's Signature: 

Name of Company: Emergency Equipment Sales, LLC

Tel. No.: 609-587-8885

Date: June 22, 2017

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


Robert J. Evans Emergency Equipment Sales, LLC
of _____, (hereafter "owner")

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

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

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

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

Representative's Name (Title Print): Robert J. Evans, President
Representative's Signature: 
Name of Company: Emergency Equipment Sales, LLC
Tel. No.: 609-587-8885 Date: June 22, 2017

**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: Emergency Equipment Sales, LLC
Address: 119 Winterwood Ave. Ewing, NJ 08638
Telephone No.: 609-587-5027
Contact Name: Robert J. Evans

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

I hereby certify that the information reported on the Employee Information Report is true and correct to the best of my knowledge and belief. This approval will remain in effect until 12/31/2023.



EMERGENCY EQUIPMENT SALES
319 WINDSHOOD AVE
ERIND

NO D855

[Signature]
FORD M. SQUIER
State Treasurer

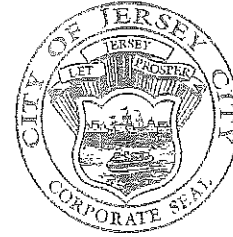
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-621

Agenda No. 10.Z.12

Approved: JUL 19 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**.

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

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

- 1) The Mayor or Business Administrator is authorized to execute the contract with Wagner, Hohns, Inglis, Inc. for consulting services, and to execute any documents necessary to effectuate the purpose of this resolution.
- 2) Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget; and
- 3) This Resolution shall take effect immediately.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds in the amount of \$15,000 are available for this expenditure in Account No. 17-01-201-20-155-312, PO# 125663

BD 07/7/17

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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V. - Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AND RATIFYING A CONSULTING CONTRACT WITH WAGNER HOHNS INGLIS INC. TO ASSIST THE CITY OF JERSEY CITY WITH THE WEST DISTRICT POLICE PRECINCT

Project Manager

| | | |
|---------------------|--------------|-------------------------------------|
| Department/Division | Law | Law |
| Name/Title | Jason Watson | First Assistant Corporation Counsel |
| Phone/email | 201-547-5229 | JWatson@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 construction delays and liquated damages at the West District will be assessed by the expert on behalf of the City.

Cost (Identify all sources and amounts)

City Funds
17-01-201-20-155-312

Contract term (include all proposed renewals)

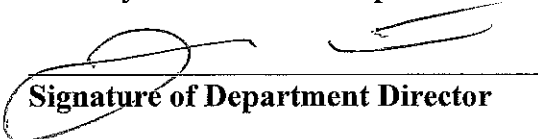
One Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

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 claims 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. Termination: City shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against City with respect thereto.

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in

connection with the suspension of work, and shall have no further claim against City with respect thereto.

ARTICLE IX

Arbitration

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 duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

JEREMY FARRELL
CORPORATION COUNSEL

Date: _____

WAGNER HOHNS INGLIS, INC.

RICHARD MERKHOFFER
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.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 home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

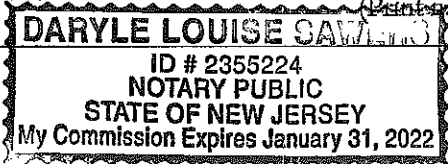
| Name of Stock or Shareholder | Home Address |
|------------------------------|---|
| Robert M. Robinson | 5474 Riveredge Dr, Titusville, FL 32780 |
| Amon Ackley | 802 Avalon Rd., Winter Garden, FL 34787 |
| William Epstein | 2706 Treymore Drive, Orlando, FL 32825 |
| | |
| | |
| | |
| | |
| | |

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: Wagner Johns Thales Inc.
 Signed: [Signature] Title: Executive Director
 Print Name: Richard S. Merkhof Date: 05-24-17

Subscribed and sworn before me this 24 day of May, 2017
Daryle Louise Savaris (Affiant)
 My Commission expires: 1/31/22
Richard S. Merkhof - Executive Director
 (Print name & title of affiant) (Corporate Seal)



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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

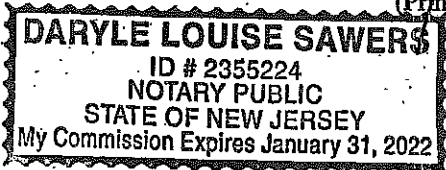
Name of Business Entity: Wagner Johns Inghs Inc.

Signed: [Signature] Title: Executive Director

Print Name: Richard J. Merthofer Date: 05-24-17

Subscribed and sworn before me this 24 day of May, 2017. Richard J Merthofer Exec Director

My Commission expires: 1/31/22 [Signature] (Print name & title of affiant) (Corporate Seal)



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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

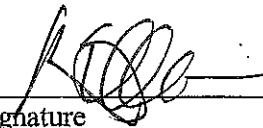
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | WAGNER HOWNS INGLIS INC | | |
| Address: | 1300 ROUTE 73 | | |
| City: | MYLAUREL | State: | NJ |
| | | Zip: | 08054 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 _____
Signature

Richard S Merkhof
Printed Name

EXECUTIVE DIRECTOR
Title

Part II - Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| NONE | | | \$ |
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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 Hobbs Inglis Inc.
Address: 1300 Route 73 Mt. Laurel NJ 08054
Telephone No: 609-261-0100
Contact Name: Richard J Merhofer - Executive Director

Please check applicable category :

| | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

**Definitions
Minority Business Enterprise**

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

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 242
TRENTON, NJ 08646-0252

TAXPAYER NAME:
WAGNER-HOHNS-INGLIS, INC.

TRADE NAME:

ADDRESS:
1300 ROUTE 73, SUITE 301
MOUNT LAUREL, NJ 08054-2217

SEQUENCE NUMBER:

0065153

EFFECTIVE DATE:

07/22/98

ISSUANCE DATE:

10/12/16

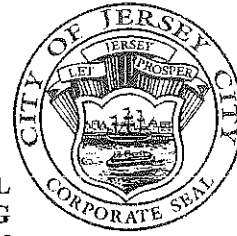
James J. Quinn
Director
New Jersey Division of Revenue

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

City Clerk File No. Res. 17-622

Agenda No. 10.Z.13

Approved: JUL 19 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.

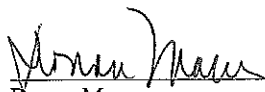
TITLE:

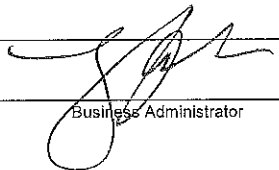
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC. TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM

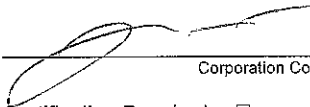
NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as Corporation Counsel deems necessary or appropriate, the Mayor or Business Administrator is authorized to execute the attached agreement with New Pathway to provide psychological counseling services for a period of one year, effective July 1, 2017 and expiring June 30, 2018. Total fee not to exceed \$39,500.00.
2. This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law because the contract is for services performed by persons authorized by law to practice a recognized profession that is regulated by law.
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget and in the subsequent fiscal year budget.
4. Upon certification by an official or an employee of the City authorized to attest that New Pathway has provided services in accordance with the contract, then; payment to New Pathway shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
6. A copy of this resolution shall be printed in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds are made available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.
P.O. # 185585


Donna Mauer
Chief Financial Officer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM BD
7-10-17

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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | 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

RES. 17-622
JUL 19 2017

DETERMINATION OF VALUE CERTIFICATION

Robert Kakoleski, of full age, hereby certifies as follows:

1. As Business Administrator of the City of Jersey City (City), I am the City's chief administrative officer.
2. The City requires the services of 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: _____

7/19/17

Robert Kakoleski
Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING 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)

Account: 01-201-23-220-312
\$39,500.00 – one year

Contract term (include all proposed renewals)

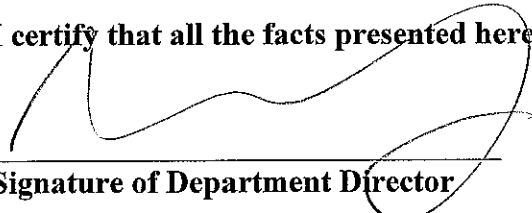
One year (July 1, 2017 – June 30, 2018)

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

7/6/2017
Date

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

Part I – Vendor Affirmation

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

| | |
|-----------------------------|---------------------------------|
| 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 home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|---------------------------------------|
| FRANK L MATTIACE | 29 STONEYBROOK Rd, MONTAILE, NJ 07045 |
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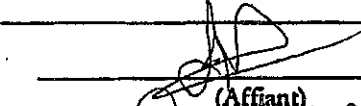
Part 3 – Signature and Attestation:

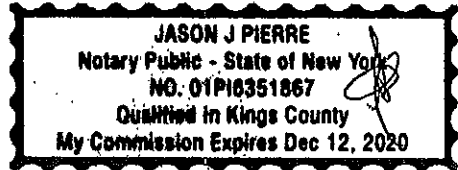
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: NEW PATHWAY COUNSELING, INC
 Signed: FRANK L MATTIACE Title: EXEC. DIRECTOR
 Print Name: FRANK L MATTIACE Date: 6/9/17

Subscribed and sworn before me this 10 day of JUNE, 2017

My Commission expires: 12/12/2020


 (Affiant)
Jason Pierre Assistant Manager
 (Print name & title of affiant) (Corporate Seal)



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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: NEW PATHWAY COUNSELING, INC

Signed: [Signature] Title: EXEC. DIRECTOR

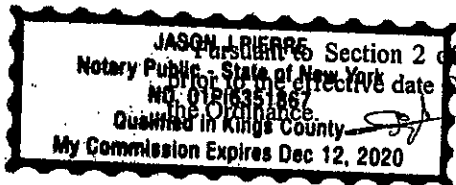
Print Name: FAMIL L MATTIACE Date: 6/8/17

Subscribed and sworn before me
this day 10 of June, 2017.

[Signature]
(Affiant)

My Commission expires: 12/12/2020

Jason Pierre Assistant Manager
(Print name & title of affiant) (Corporate Seal)



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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: NEW PATHWAY COUNSELING SERVICES, INC

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

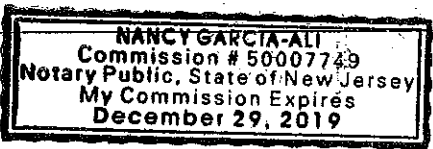
| | |
|---|---------------|
| Name: <u>FRANK MATTIACE</u> | Name: |
| Home Address: <u>39 STONEY BROOK MONTVILLE, NJ 07045</u> | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

Subscribed and sworn before me this 6th day of July, 2017

(Notary Public) Nancy Garcia-Ali

My Commission expires:

Frank Mattiace
(Affiant)
Frank Mattiace
(Print name & title of affiant)
Director
(Corporate Seal)





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

Certification 37094

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17-27.1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012

to 15-JUN-2019

NEW PATHWAY COUNSELING
995 BROADWAY
BAYONNE

NJ 07002



Andrew P. Sidamon-Eriston
State Treasurer

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

Part I - Vendor Affirmation

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

| | |
|-----------------------------|---------------------------------|
| 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 home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--|
| FRANK L MATTACE | 39 STONEYBROOK Rd, Montville, NJ 07045 |
| | |
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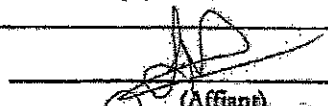
Part 3 - Signature and Attestation:

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: NEW PATHWAY CONSULTING, INC
 Signed: FRANK L MATTACE Title: EXEC. DIRECTOR
 Print Name: FRANK L MATTACE Date: 6/19/17

Subscribed and sworn before me this 10 day of JUNE, 2017

My Commission expires: 12/12/2020


 (Affiant)
Jason Pierre Assistant Manager
 (Print name & title of affiant) (Corporate Seal)

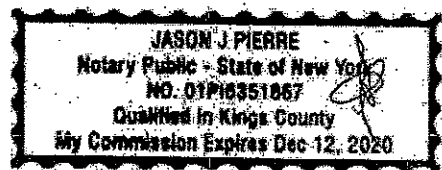


EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): FRANK MATIACE / CEO

Representative's Signature: [Signature]

Name of Company: NEW PATHWAY COUNSELING SERVICES, INC

Tel. No.: 201 436-1092

Date: 6/27/17

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

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

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

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

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

Representative's Name/Title Print: FRANK L. MATTIACE, EXEC. DIRECTOR
 Representative's Signature: [Signature]
 Name of Company: NEW PARTWAY CONSULTING, INC.
 Fed. No.: 21-436-1022 Date: 10/9/97

**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
 Address : 995 BROADWAY, BAYONNE NJ 07002
 Telephone No. : (201) 436-1022
 Contact Name : JULIE SANCHEZ EXT. 102

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: NEW PATHWAY COUNSELING SERVICES, INC
Address: 995 BROADWAY BAYONNE, NJ 07002
Telephone No.: 201 436-1022
Contact Name: ANTHONY JENKINS

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

State Of New Jersey Business Registration Certificate

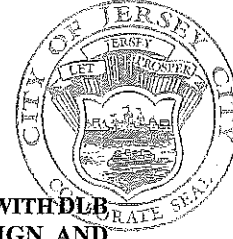
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-623

Agenda No. 10-Z.14

Approved: JUL 19 2017

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH 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, 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, 2017

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

R.R.
6-29-17

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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN 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, PROJECT 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
4. Site Meetings (8) visits.

Cost (Identify all sources and amounts)

N/A

Contract term (include all proposed renewals)

The term will be for twelve (12) months after award of the contract.

Type of award Fair and Open

If "Other Exception", 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

6-28-17
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

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



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

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 *BFW*

SUBJECT : City Hall - Law Department (Suite 301) Renovations
Project No. 2016-007
Re: DLB Associates

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);
and
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 13 2016



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL 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 | \$20,400.00 |
| Associated Technology, Inc. | \$28,500.00 |
| Arcadis-US, Inc. | 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 Various City Buildings - Capital Account:

04-215-55-210-990 P.O. No. 121544 \$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

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL 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.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of DLB Associates for a lump sum fee not to exceed TWENTY-THOUSAND FOUR-HUNDRED 00/100 DOLLARS (\$20,400.00) for the contract period of twelve (12) months;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;

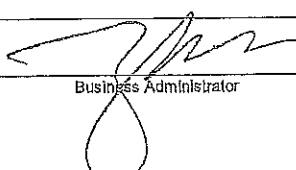
 (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No: 04-215-55-210-990 for payment of the above Resolution.

RR/ab

June 24, 2016

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

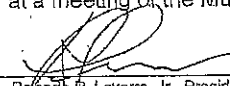
APPROVED 7-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.13.16 | | | | | | | | | | | |
|---|--------|-----|------|---------------|--------|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| HALLANAN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | COLEMAN | ABSENT | | | 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

**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.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT KAKOLESKI
Business Administrator

ATTEST:

DLB ASSOCIATES

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

PART II - Signature and Attestation:

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

Name of Business Entity: DLB Associates

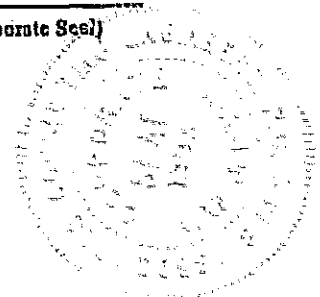
Signed Terry Cashin Title: Controller

Print Name Terry Cashin Date: June 21, 2017

Subscribed and sworn before me this 21 day of June, 2017

My Commission expires: _____
Debra Knoeller (Affiant)
Debra Knoeller (Print name & title of affiant) (Corporate Seal)

DEBRA KNOELLER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 3, 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.**

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

Part I - Vendor Affirmation

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

| | |
|-----------------------------|---------------------------------------|
| 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 home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|------------------------------|
| Donald Beaty | 21 Vista Place, Red Bank, NJ |
| | |
| | |
| | |
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| | |

Part 3 - Signature and Attestation:

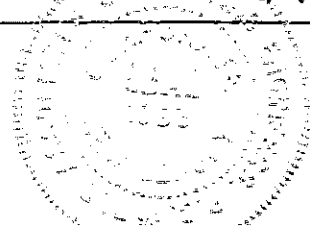
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DLB Associates

Signed: Terry Cashin Title: Controller

Print Name: Terry Cashin Date: June 21, 2017

| | | |
|---|--|---|
| Subscribed and sworn before me this <u>21</u> day of <u>June</u> , 2017 | DEBRA KNOELLER NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES MAR. 3, 2022 | <u>Debra Knoeller</u> (Affiant) <u>Debra Knoeller Accts Mgr</u> (Print name & title of affiant) (Corporate Seal) |
| My Commission expires: | | |



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 certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

DLB ASSOCIATES CONSULTING ENGINEERS, P.C.

TRADE NAME:

ADDRESS:

265 INDUSTRIAL WAY WEST
EATONTOWN NJ 07724

SEQUENCE NUMBER:

0081999

EFFECTIVE DATE:

ISSUANCE DATE:

09/20/93

07/26/11

Director
New Jersey Division of Revenue

FORM-BRC

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 State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2017** to **15-JUN-2020**

DLE ASSOCIATES
265 INDUSTRIAL WAY WEST
EATONTOWN NJ 07724



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

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: 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 employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Terry Cashin

Representative's Signature: 

Name of Company: DLB Associates

Tel. No.: 732-774-2000

Date: June 21, 2017

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

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

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

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

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

Representative's Name/Title Print: Terry Cashin
Representative's Signature: [Signature]
Name of Company: DIB Associates
Tel. No.: 732-774-2000 Date: June 21, 2017

**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

Telephone No. : 732-774-2000

Contact Name : Terry Cashin

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE) Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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

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

Business Name: DLB Associates

Address: 265 Industrial Way West, Eatontown, NJ 07724

Telephone No. : 732-774-2000

Contact Name: Terry Cashin

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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)
- 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 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 |
|--|---|
| Donald L. Beaty | 21 Vista Place, Red Bank, NJ |
| | |
| | |
| | |

Part III 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 |
|---|----------|
| | |
| | |
| | |

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 |
|---|--|
| | |
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| | |

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 | Title: | Controller |
| Signature: | <i>T. Cashin</i> | Date: | June 21, 2017 |

SIGNATURE: *Debra Knoeller*
TITLE: *City Mgr.*

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY June 22 OF 20 17

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) *Debra Knoeller*

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 22

DEBRA KNOELLER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 3, 2022

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OFS NUMBER: _____
Engineers, PC dba DLB Associates

Proposer: DLB Associates Consulting

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew 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/treasury/purchase/pdf/Chapter25List.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 sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

X 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 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

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department=s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one 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 Activities: _____ | _____ |
| Duration of Engagement: _____ | Anticipated Cessation Date: _____ |
| 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.

Full Name (Print): Terry Cashin Signature: 

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|---|--|--|-------------------------------------|---------------|
| PRODUCER Marquis Agency A&E Practice 900 Route 9 North, Suite 503 Woodbridge, NJ 07095 National Account Team | CONTACT NAME: PHONE (A/C, No., Ext): 800-272-6771 | | FAX (A/C, No.): 732-634-5379 | |
| | E-MAIL ADDRESS: | | | |
| | INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| | INSURER A: RLI Insurance Company | | | 13056 |
| | INSURER B: | | | |
| | INSURER C: | | | |
| INSURER D: | | | | |
| INSURER E: | | | | |
| INSURER F: | | | | |

INSURED **DLB Associates Consulting**
Engineers, P.C.
265 Industrial Way West
Eatontown, NJ 07724

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | PSB0003674 | 08/01/2016 | 08/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | PSA0001854 | 08/01/2016 | 08/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | PSE0002795 | 08/01/2016 | 08/01/2017 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | PSW0002730 | 08/01/2016 | 08/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOY \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Prof Liability | | RDP0029120 | 05/30/2017 | 05/30/2018 | Per Claim \$ 5,000,000 Aggregate \$ 10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. 2016-007 - City Hall - Law Department (Suite 301)
 Renovations
 The City of Jersey City is included as additional insured limited to General Liability as required by written contract.

RECEIVED
 JUN 12 AM 11:56
 DIVISION OF ARCHITECTURE

CERTIFICATE HOLDER**CANCELLATION**

City of Jersey City
 Department of Administration
 Division of Architecture
 13-15 Linden Ave. East
 Jersey City, NJ 07305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Chiswick

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

City Clerk File No. Res. 17-624

Agenda No. 10-Z-15

Approved: JUL 19 2017



TITLE:

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:

1. 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 Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

RR/ab
June 27, 2017

APPROVED: _____

APPROVED AS TO LEGAL FORM

*RR
6-24-17*

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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN 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 all sources and amounts)

N/A

Contract term (include all proposed renewals)

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 Exception", enter type

Additional Information

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.

City Clerk File No. Res. 16.405

Agenda No. 10.Z.1

Approved: JUN 15 2016



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE 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.J.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 08-128 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 expenditure from Various City Building - Capital Account

04-215-55-854-991

P.O. No. 121266

\$73,000.00

COPY

City Clerk File No. Res. 16.405

Agenda No. 10-Z-1 JUN 15 2016

TITLE:

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

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services, which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of DeBiasse & Seminara Architects, PC for a lump sum fee not to exceed SEVENTY-THREE THOUSAND 00/100 DOLLARS (\$73,000.00) for the contract period of twelve (12) months;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
5. The award of this contract shall be subject to the condition that DeBiasse and Seminara Architects provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-854-991 for payment of the above Resolution. 12/266

June 2, 2016

RR/ab

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.15.16 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| HALLANAN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**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



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

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 *(BW)*

SUBJECT : Engine Co. #15 - Renovations
Project No. 2015-018
Re: DeBiasse & Seminara Architects, PC

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:

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

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 Amendment of Agreement is made this _____ day of _____, 2017 between the City of Jersey City (City) and DeBiasse & Seminara Architects, PC.

WHEREAS, Resolution 16.405, approved on June 15, 2016 authorized a professional services agreement with DeBiasse & Seminara Architects PC (DeBiasse & Seminara) in connection with compliance review, update and construction administration services for Engine Co. #15 – Renovations (Project); and

WHEREAS, Resolution 16.405 authorized a professional services contract in an amount not to exceed \$73,000.00 and for a term of 12 months; and

WHEREAS, the Fire Department desires that Engine Co. #15 remain operational until emergency repairs are complete at Engine Co. #10 – 283 Halladay Street; and

WHEREAS, the drawing and specifications prepared by DeBiasse and Seminara 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, DeBiasse & Seminara will be providing the City with construction administration services after the City awards the Project contract to a contractor; and

WHEREAS, the City of Jersey City Department of Administration and the Fire Department desire to move forward with 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
City Clerk

ROBERT KAKOLESKI
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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that DEBIASSE & SEMINARA ARCHITECTS, PC (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 DEBIASSE & SEMINARA ARCHITECTS, PC (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: DEBIASSE & SEMINARA ARCHITECTS, PC

Signed Michael Dehin Title: VICE PRESIDENT

Print Name MICHAEL DEBIASSE Date: 21 JUNE 2017

Subscribed and sworn before me
this 21 day of June, 2017.

My Commission expires:

Shobha S

Michael Dehin
(Affiant)
MICHAEL DEBIASSE, Vice President
(Print name & title of affiant) (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, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|-----------------------------|---------------------------------------|
| Steven Fulop for Mayor 2017 | Hallanan for Council |
| Lavatro 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 home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|-------------------------------|
| VIRGINIA SEMINARA | 2 NORTH STAR DR. ANNANDALE NJ |
| MICHAEL DEBIASSE | 90 WATSON RD FANWOOD 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: DEBIASSE & SEMINARA ARCHITECTS, PC
 Signed: Michael Debiase Title: V. PRESIDENT
 Print Name: MICHAEL DEBIASSE Date: 21 JUNE 2017

Subscribed and sworn before me this 21 day of June, 2017
 My Commission expires: Shobha S
Michael Debiase (Affiant)
MICHAEL DEBIASSE VICE PRESIDENT
 (Print name & title of affiant) (Corporate Seal)

SHOBHA SUBHAKAR
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 4, 2019

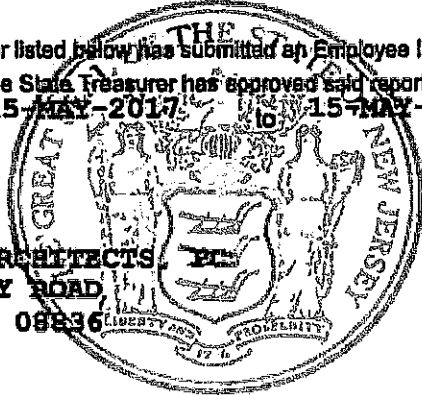
Certification 33882

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2017** to **15-MAY-2024**

DEBIASSE & SEMINARA ARCHITECTS, P.L.L.C.
1955 WASHINGTON VALLEY ROAD
MARTINSVILLE NJ 08836



Ford M. Scudder

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.

Sincerely,

J. E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08846-0252

TAXPAYER NAME:
DE BIASSE & SEMINARA ARCHITECTS, PC

TRADE NAME:

ADDRESS:
1955 WASHINGTON VALLEY RD
MARTINSVILLE NJ 08836

SEQUENCE NUMBER:

0098331

EFFECTIVE DATE:

ISSUANCE DATE:

03/08/95

03/01/05

J. E. Tully
Director

FORM-BRC(08-01)

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

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: DE BIASSE & SEMINARA ARCHITECTS, PC
Organization Address: 1955 WASHINGTON VALLEY RD.
MARTINSVILLE, NJ 08836

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)
- 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 STAR DRIVE ANNANDALE, NJ 08801 |
| MICHAEL DEBIASSE | 80 WATSON ROAD FANWOOD, NJ 07023 |
| | |
| | |

Part III 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 |
|---|----------|
| | |
| N/A | |
| | |

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 |
|---|--|
| | |
| N/A | |
| | |
| | |
| | |
| | |
| | |

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): | MICHAEL DEBIASSE | Title: | VICE PRESIDENT |
| Signature: | <i>Michael Debiase</i> | Date: | 21 JUNE 2017 |

SIGNATURE: *Michael Debiase*
TITLE: MICHAEL DEBIASSE

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 21st June OF 20 17

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20__

Shobha S

SHOBHA SUDHAKAR
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 4, 2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OFS NUMBER: _____

Proposer: DE BIASSE & SEMINARA ARCHITECTS PC

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew 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/treasury/purchase/pdf/Chapter25List.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 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 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

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department=s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

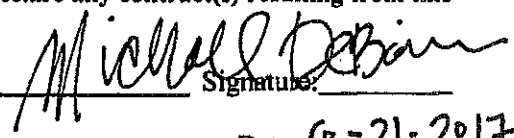
PART 2

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one 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 Activities: _____ | |
| Duration of Engagement: _____ | Anticipated Cessation Date: _____ |
| 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.

Full Name (Print): MICHAEL DE BIASSE


Signature: _____

Title: VICE PRESIDENT

Date: 6-21-2017

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 employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report ✓

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

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 18 of the Administrative Code at N.J.A.C. 17:27.

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

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

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

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

Representative's Name/Title (Print):

MICHAEL DEBIASSE / VICE PRESIDENT

Representative's Signature:

Michael DeBia

Name of Company:

DEBIASSE & SEMINARA ARCHITECT, PC

Tel. No.:

732-748-0600

Date:

21 JUNE 2017

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

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

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

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

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

Representative's Name/Title Print: MICHAEL DEBIASSE / VICE PRESIDENT

Representative's Signature: [Signature]

Name of Company: DEBIASSE & GEMINARO ARCHITECTS, PC

tel. No.: 732-748-0600

Date: 21 JUNE 2017

**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 ARCHITECTS, PC
Address: 1955 WASHINGTON VALLEY ROAD
MARTINSVILLE NJ 08930
Telephone No.: 732-748-0600
Contact Name: MICHAEL DEBIASSE

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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

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

Business Name: DEBIASSE & SEMINARA ARCHITECTS, PC
Address: 1955 WASHINGTON VALLEY ROAD
MARTINSVILLE NJ 08936
Telephone No.: 732-748-0600
Contact Name: MICHAEL DEBIASSE

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



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).

| | | |
|--|---|------------------------|
| PRODUCER Chadwick Brokerage, LLC 126 South Finley Avenue Basking Ridge NJ 07920 | CONTACT NAME: Eli Harvey PHONE (A/C, No., Ext): (908) 766-6570 E-MAIL ADDRESS: eli@chadwickbrokerage.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Hanover Insurance Company | NAIC # 22292 |
| INSURED DeBiase & Seminara Architects, PC 1955 Washington Valley Road Martinsville, NJ 08836 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

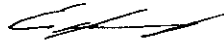
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|----------|----------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | LHY D020191 04 | 8/26/2016 | 8/26/2018 | \$2,000,000 each claim \$2,000,000 aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference: Engine Co. #15 Renovations, Project No. 2015-018

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Jersey City 280 Grove Street Jersey City, New Jersey 07302 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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DEBIA-1

OP ID: KC

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 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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | |
|--|--|---|--------|---|-------|------------|--|------------|--|------------|--|------------|--|
| PRODUCER KRA 871 Mountain Ave, PO Box 266 Springfield, NJ 07081 Elizabeth J. Riopel | 973-467-8850 CONTACT NAME: Elizabeth J. Riopel PHONE (A/C, No, Ext): 973-467-8850 FAX (A/C, No): 973-467-5641 E-MAIL ADDRESS: elizabethr@krainsurance.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Selective Fire & Casualty Ins</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER B: Selective Casualty Ins Co</td> <td>14377</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER A: Selective Fire & Casualty Ins | NAIC # | INSURER B: Selective Casualty Ins Co | 14377 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER A: Selective Fire & Casualty Ins | NAIC # | | | | | | | | | | | | |
| INSURER B: Selective Casualty Ins Co | 14377 | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | |
| De Blasse & Seminara, P.C. 1955 Washington Valley Rd. Martinsville, NJ 08836 | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|--|-----------|----------|---------------|-------------------------|-------------------------|--|--------------|
| | | | | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | S 1766964 | 05/29/2017 | 05/29/2018 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | S 1766964 | 05/29/2017 | 05/29/2018 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 425441 | 05/29/2017 | 05/29/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E.I. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.I. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.I. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)

Project #2015-018/Engine Co # 15 Renovation. The City of Jersey City is additional insured with respects to General Liability. The policy includes blanket additional insureds required by written contract, agreement or permit for General Liability as per the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| City of Jersey City 280 Grove Street Jersey City, NJ 07302 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

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

City Clerk File No. Res. 17-625
Agenda No. 10.Z.16
Approved: JUL 19 2017



TITLE:

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

City Clerk File No. Res. 17-625

Agenda No. 10.Z.16 JUL 19 2017

TITLE:

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

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

1. The agreement with ARCADIS is amended to increase the contract by an additional Seventeen Thousand Dollars and Zero Cents (\$17,000.00), and the Mayor or Business Administrator is authorized to execute the agreement amendment attached hereto;
2. The contract be amended as stated in the First Amendment;
3. All other terms and conditions of the contract remain in effect;
4. A notice of this Amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of its adoption;

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

Account No. 04-215-55-912-990 Requisition #0179661 P.O. # 125665 Amount \$17,000.00

APPROVED: Jose R. Lomba
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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING 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 all sources and amounts)

04-215-55-912-990 : \$17,000.00

Contract term (include all proposed renewals)

Twelve (12) months

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

The continued existence of the underground storage tanks on the Site could impact on-going Remedial Investigation and force the City to reevaluate the environmental conditions of the Site in the future. The implementation of this resolution amendment will comply with NJDEP requirements and aid in the City's efforts to remove the Site from the NPL and prevent the need of repeated environmental investigation or remediation in the future.

I certify that all the facts presented herein are accurate.

Jose R. Cumbal
Signature of Municipal Engineer

7/11/17
Date



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



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

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.

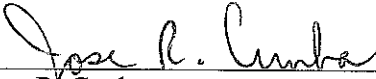
The City has since changed the scope of work required for oversight of the tank removal to include creation of specifications for a public bid document that can be used for numerous other construction projects.

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. <u>04-215-55-912-990</u> | \$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. Errors & Omissions Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and in aggregate.

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
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

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 REQUIREMENTS

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

Arcadis U.S., Inc.
17-17 Route 208 North
Fair Lawn
New Jersey 07410
Tel 201 797 7400
Fax 201 797 4399
www.arcadis.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.

Date:
June 15, 2017

Contact:
Gerard M. Spiesbach

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.

Phone:
201-797-7400

Email:
Gerry.Spiesbach
@arcadis.com

Our ref:
66000261.0017

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

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 attachment. 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 authorization.

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

- 2. 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.

Arcadis 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

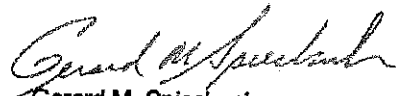
SCHEDULE

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


Vishal Shah, PE
Senior Environmental Engineer

Copies:

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

DIVISION 01 – GENERAL REQUIREMENTS

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
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:

| <u>Classification</u> | | <u>Hourly Rate</u> |
|--|------------|------------------------|
| 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.

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

City Clerk File No. Res. 17-626
 Agenda No. 10.z.17
 Approved: JUL 19 2017
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 59 BELMONT AVENUE, A/K/A BLOCK 16903, LOT 13, F/K/A BLOCK 5922 LOT 59A.DUP

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on September 27, 2007, Anjenie Khilall (Borrower) executed a Mortgage and Note in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$24,900.00 made under the HORM Program; and

WHEREAS, the Mortgage was recorded on October 30, 2007 in Book 16412 at Page 0299 of the Register of Deeds for Hudson County; and

WHEREAS, the Mortgage provided that upon payment of all amounts due under the Mortgage the lender shall execute a cancellation of the mortgage; and

WHEREAS, on January 13, 2017 the Borrower paid off the remaining balance of the Mortgage; and

WHEREAS, the Mortgage affects property known as 59 Belmont Avenue, a/k/a Block 16903, Lot 13, f/k/a Block 1922, Lot 59A.DUP; and

WHEREAS, the Mortgage has been satisfied in full and pursuant to the Mortgage terms 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 \$24,900.00 affecting property known as 59 Belmont Avenue, a/k/a Block 16903, Lot 13, f/k/a Block 1922, Lot 59A.DUP.

JL/he
7/14/17

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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk


RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 59 Belmont Avenue, Jersey City, NJ 07304

Initiator

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

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

Resolution Purpose

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

Property Address: 59 Belmont Avenue, Jersey City, NJ 07304

Block: 16903 f/k/a 1922 Lot: 13 f/k/a 59A.DUP

HORP/SHRP Mortgage Amount: \$ 24,900.00

Execution Date of HORP/SHRP Mortgage: 9/27/2007

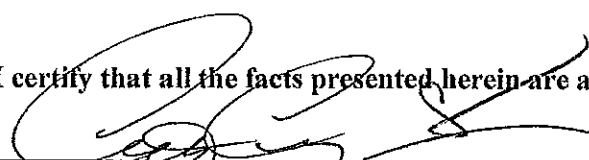
Recording Date of HORP/SHRP Mortgage: 10/30/2007 Book: 16412 Page: 0299

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: _____

Satisfaction of HORP/SHRP Mortgage: \$ 2,490.00 1/13/2017
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director 01/11/17
Date

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

City Clerk File No. Res. 17-627

Agenda No. 10.z.18

Approved: JUL 19 2017

TITLE:



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.

City Clerk File No. _____

Agenda No. 10.z.18 JUL 19 2017

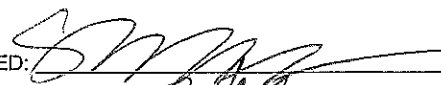
TITLE:

**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**

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

1. The Mayor and/or Business Administrator is authorized to execute a professional services agreement with Dr. Solomon Owusu, in substantially the form attached, for providing pediatric services in connection with various health programs provided by the Department of Health and Human Services for one year period effective as of January 1, 2017 thru December 31, 2017, in an amount not to exceed \$38,570;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;
4. A copy of this Resolution shall be placed on file and be available for inspection in the Office of the City Clerk;
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 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 Calendar Year permanent budget;
6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, _____ Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in DH&HS Health Division Operating Current Fund Account No. 1-201-27-333-312; P.O. # 123829


APPROVED:  APPROVED AS TO LEGAL FORM
 APPROVED: _____ Corporation Counsel
 Business Administrator
 Certification Required
 Not Required

APPROVED 9-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7.19.17</u> | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMEN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

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

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU.

Project Manager

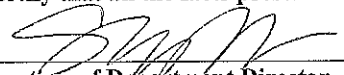
| | | |
|---------------------|---------------------------|--------------------|
| Department/Division | Health and Human Services | Clinic |
| Name/Title | Stacey Flanagan | Director of DHHS |
| Phone/email | 201-547-6560 | sflanagan@jcnj.org |

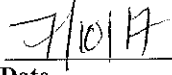
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Services of a pediatric consultant to provide services in connection with the Child Health Care Immunization Clinic

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

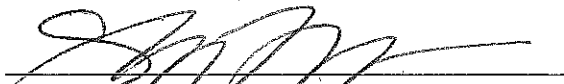
DETERMINATION OF VALUE CERTIFICATION

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: _____

1/17/17



Stacey L. Flanagan, 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 organized and existing under the laws of the State of New Jersey, with its principal place of business 280 Grove Street, in the City of Jersey City, the County of Hudson and the State of New Jersey (herein referred to as the "City") and Solomon Owusu, M.D, with his principal place of business 559 West Side Avenue, Jersey City, NJ 07304, (herein referred to as the "Physician") License Number 25MA05988100.

Recitals:

1. 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).

C. Professional Liability Insurance: 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.

Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and 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.

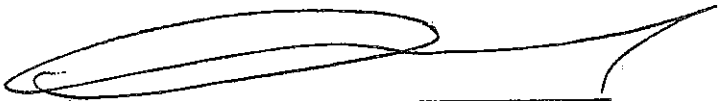
IN WITNESS WHERE OF, the City has caused the Agreement to be signed by its duly authorized officers and its seal to here to affixed, and Physician has executed this Agreement on the date set forth above.

Robert Kakoleski, Acting Business Administrator

Stacey L. Flanagan, DH&HS Director

ATTEST:

Robert Byrne, City Clerk


Solomon Owusu, MD -Physician

1/9/17

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 | |

| PROFESSIONAL LIABILITY SCHEDULE: | License | Retroactive 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 |

| | |
|---|-------------------------------|
| Limit of Liability: \$ 1,000,000 Each Claim | \$ 3,000,000 Annual 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: \$ 14,251.12 |

| |
|------------------------------------|
| APPLICABLE FORMS: See Form AF0004. |
|------------------------------------|

November 17, 2016

DATE

Lois Hogya

AUTHORIZED REPRESENTATIVE

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 | |

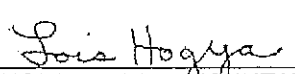
| PROFESSIONAL LIABILITY SCHEDULE: | License | Retroactive Date | Premium |
|--|--------------|------------------|--------------|
| NEIGHBORHOOD CLINIC, LLC 088999 ENTITY: Shared Limits (no charge) Sharing Limits With: Solomon Owusu, MD | | 11/01/1995 | INCLUDED |
| Solomon Owusu, MD 080257 Internal Medicine-no surgery | 25MA05988100 | 02/01/1994 | \$ 14,124.00 |

| | |
|---|-------------------------------|
| Limit of Liability: \$ 1,000,000 Each Claim | \$ 3,000,000 Annual 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: <u>\$ 14,251.12</u> |

| |
|------------------------------------|
| APPLICABLE FORMS: See Form AF0004. |
|------------------------------------|

November 17, 2016
DATE



AUTHORIZED REPRESENTATIVE

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

Deborah D. Williams

Representative's Signature:

[Handwritten Signature]

Name of Company:

Neighborhood Alliance

Tel. No.:

201 432 5300

Date:

01/19/17

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

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

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

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

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

Representative's Name/Title Print: Erica Dunsen
Representative's Signature: [Signature]
Name of Company: Neighborhood Clinic
Tel. No.: 201 432 5300 Date: 01/9/17

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 : NEIGHBORHOOD CLINIC
Address : 559 WEST 57th ST APT 0210 J-304
Telephone No. : 201 432 5300
Contact Name : Sherman Oursen MD

Please check applicable category :

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

Definitions
Minority Business Enterprise

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Neighborhood Clinic
Address: 559 West Side Ave, J.C. NJ 07304
Telephone No.: 201.432.5300
Contact Name: Jonathan Dimasi MD

Please check applicable category:

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

Definitions

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DIVISION OF PURCHASING 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 : Neighborhood Clinic
Address : 559 West Side Ave, Jersey City, NJ 07304
Telephone No. : 201-432-5300
Contact Name : Solomon Owusu, MD

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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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
Division of Purchase & Property EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to:

SECTION A - COMPANY IDENTIFICATION

| | | | | | |
|---|--|---|-------------|-------------------|----------|
| 1. FID. NO. OR SOCIAL SECURITY | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 7 | | | |
| 4. COMPANY NAME NEIGHBORHOOD CLINIC | | | | | |
| 5. STREET 559 WEST SIDE AVE | CITY JERSEY CITY | COUNTY HUDSON | STATE NJ | ZIP CODE 07304 | |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) N/A | | CITY | STATE | ZIP CODE | |
| 7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER | | | | | |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ | | | | | |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT | | | | | |
| 10. PUBLIC AGENCY AWARDED CONTRACT | | | | | |
| | | CITY | COUNTY | STATE | ZIP CODE |

| | | | |
|-------------------|---------------|-------------|-------------------------------|
| Official Use Only | DATE RECEIVED | INAUG. DATE | ASSIGNED CERTIFICATION NUMBER |
| | | | |

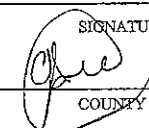
SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | | |
|--|---|----------------|------------------|--|----------|--------------|-------|----------|--------------------|----------|--------------|-------|----------|--|
| | COL. 1 TOTAL (Cols. 2 & 3) | COL. 2 MALE | COL. 3 FEMALE | ***** MALE ***** | | | | | ***** FEMALE ***** | | | | | |
| | | | | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | |
| Officials/ Managers | | | 1 | | | | | | | 1 | | | | |
| Professionals | | 1 | | 1 | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | |
| Office & Clerical | | | 5 | | | | | | 2 | | 3 | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | |
| TOTAL | | 1 | 6 | 1 | | | | | 2 | 1 | 3 | | | |
| Total employment From previous Report (if any) | | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

| | | |
|---|---|---|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED From: 12/18/2016 To: 12/31/2016 | | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | | | |
|---|--|-------------------------|---|-------------------|---|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) GISELLE VILLALONA | SIGNATURE  | TITLE OFFICE MANAGER | DATE MO DAY YEAR 01 10 2017 | | |
| 17. ADDRESS NO. & STREET 559 WEST SIDE AVE | CITY JERSEY CITY | COUNTY HUDSON | STATE NJ | ZIP CODE 07304 | PHONE (AREA CODE, NO., EXTENSION) 201 - 432 - 5300 |

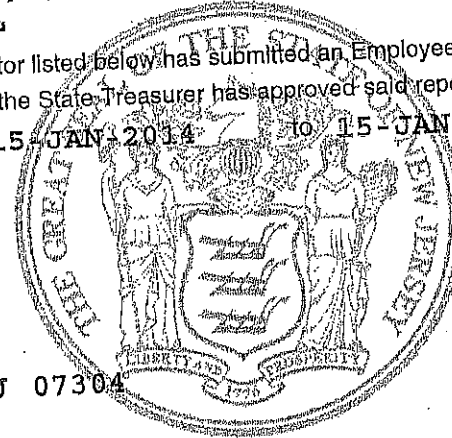
Certification 39046

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 said report. This approval will remain in effect for the period of **15-JAN-2014** to **15-JAN-2021**

NEIGHBORHOOD CLINIC
559 WEST SIDE AVE.
JERSEY CITY

NJ 07304



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

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____

NAME OF FACILITY:

NEIGHBORHOOD CLINIC

| Street | City | County | State | Zip Code |
|-------------------|-------------|--------|-------|----------|
| 559 WEST SIDE AVE | JERSEY CITY | HUDSON | NJ | 07304 |

| JOB CATEGORIES | MALE | | | | | | FEMALE | | | | | |
|----------------------|-------|-------|----------|------------|-------|----------|--------|-------|----------|------------|-------|----------|
| | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. |
| OFFICIALS & MANAGERS | | | | | | | 1 | | 1 | | | |
| PROFESSIONALS | 1 | 1 | | | | | | | | | | |
| TECHNICIANS | | | | | | | | | | | | |
| SALES WORKERS | | | | | | | | | | | | |
| OFFICE & CLERICAL | | | | | | | 5 | 2 | | 3 | | |
| CRAFTWORKERS | | | | | | | | | | | | |
| OPERATIVES | | | | | | | | | | | | |
| LABORERS | | | | | | | | | | | | |
| SERVICE WORKERS | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | |

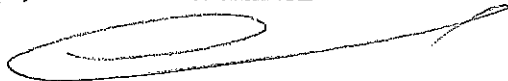
I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

SIGNATURE

DATE SUBMITTED

LAST FIRST MI



11/10/17

OWUSU SOLOMON

ADDRESS (NO. & STREET)

(CITY)

(STATE)

(ZIP)

PHONE (AREA CODE, NO., EXTENSION)

559 WEST SIDE AVE

JERSEY CITY

NJ

07304

201-432-5300

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

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

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

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

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

Representative's Name/Title Print: Solomon Owusu, MD
Representative's Signature: _____
Name of Company: Neighborough Clinic
Tel. No.: 201-432-5300 Date: 01/10/17

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: NEIGHBORHOOD CMMC
559 WEST SIDE AVE
Address: JERSEY CITY, NJ 07304
TEL: 201-432-5300
FAX: 201-432-4531
Telephone No.: _____
Contact Name: Solomon Owusu MD

Please check applicable category:

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

Definitions

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Woman Business Enterprise 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

Agenda No. 10.z.19

Approved: JUL 19 2017



TITLE:

**A RESOLUTION RECOGNIZING MUSSAB ALI FOR
NUMEROUS PERSONAL AND PROFESSIONAL ACHIEVEMENTS**

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: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0
7.19.17

| 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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

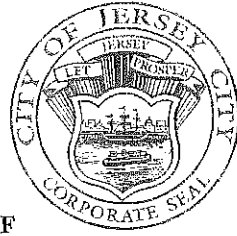
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-629

Agenda No. 10.Z.20

Approved: JUL 19 2017

TITLE:



**RESOLUTION IN SUPPORT OF CHANGING THE TIMES OF
THE CAUCUS AND REGULAR COUNCIL MEETING
SCHEDULED FOR AUGUST 14 & 16, 2017**

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

WHEREAS, the City Council of Jersey City is the legislative body of Jersey City Government; and

WHEREAS, the City Council of Jersey City holds more than 48 meetings during the year open to the public in the Anna and Anthony R. Cucci Memorial Council Chambers on the second floor at City Hall, 280 Grove Street; and

WHEREAS, the city code provides that the Council may by resolution designate a different place from City Hall to hold any meeting, subject to a minimum of five (5) affirmative votes; and

WHEREAS, in an attempt to provide a more comfortable atmosphere due to the summer heat, the Municipal Council wishes to hold its caucus on Monday, August 14, 2017 at 10:00 am and regular meeting of August 16, 2017 at 10:00 a.m.; and

WHEREAS, the Municipal Council will provide due and timely notice to the public and to all city officials of the specifics involving the said meeting and has directed the City Clerk to provide notice in accordance with the "Open Public Meeting Act" N.J.S.A. 10:4-6 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council that the caucus & council meeting of August 14, 2017 and August 16, 2017. The City Clerk shall give due and timely notice to the public and to all city officials of all additional changes in dates of meetings. Such notices should be in accordance with the "Open Public Meetings Act" N.J.S.A. 10:4-6 et seq.

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 | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-630

Agenda No. 10.Z.21

Approved: JUL 19 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 Assessment | Adjusted Assessment | |
|-------------|---------------------|---------------------|-----|
| Land | 1,159,000 | 1,159,000 | |
| Improvement | <u>7,000,000</u> | <u>3,283,900</u> | |
| 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

City Clerk File No. Res. 17-630
Agenda No. 10.Z.21 JUL 19 2017

TITLE:

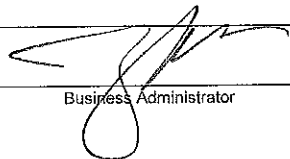
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the all pending litigation be settled as set forth in the attached settlement documents.

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.

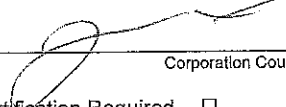
Settlement of all pending litigation will result in a total credit or refund of \$461,172.24.

APPROVED: _____



Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

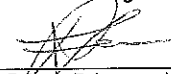
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-19-17

| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
|---------------|-----|---------|------|---------------|-----|-----|------|---------------|-----|-----|------|
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | | ABSTAIN | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

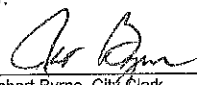
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING SETTLEMENT 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

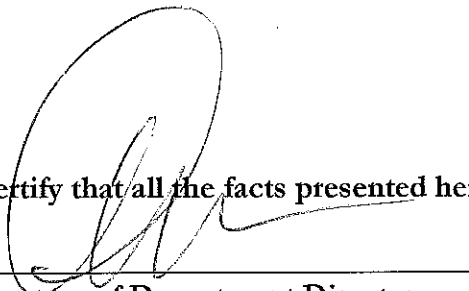
| | | |
|---------------------|-----------------------------|-----------------------------|
| Department/Division | Office of the City Assessor | Office of the City Assessor |
| Name/Title | Ed Toloza | Assessor |
| Phone/email | Ext. 4707 | Edward@jcnj.org |

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

7/17/17
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

By: _____
, Secretary

By: _____
Jeremy Farrell, Esq.
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

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

| 2016 | | | |
|--------------|---------------------|-----------------------|---------------------|
| | 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.

5. The Parties acknowledge that the tax records for tax year 2017 have been adjusted consistent with the above-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

O'DONNELL McCORD, P.C.
Attorneys for Defendant, City of Jersey City

Dated: By: _____

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

City Clerk File No. Res. 17-631

Agenda No. 10.2.22

Approved: JUL 19 2017



TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN INDEMNIFICATION AGREEMENT WITH TEAM RHODI, LLC AND AUTHORIZING THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO TEAM RHODI, LLC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Dept. of Public Safety, Fire Division, provides training for all fire fighters; and

WHEREAS, the Fire Division is in need of vacant buildings to provide the necessary training; and

WHEREAS, Team Rhodi, LLC owns vacant buildings at 311, 313, 315, 317, 319, 321, and 323 Johnston Avenue, Jersey City, NJ; and

WHEREAS, Team Rhodi, LLC has offered the vacant buildings for training to the City of Jersey City (City) at no cost to the City; and

WHEREAS, the Fire Division will use the vacant buildings to train, as soon as possible; and

WHEREAS, Team Rhodi, LLC, 615 Jersey Avenue, Jersey City, NJ, requires an indemnification agreement and a certificate of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibility to the owners of the buildings, including an indemnification and hold harmless clause, in which the owner cannot be held liable for injuries received by participants in this training or for third party property damage or property related damage claims; and

BE IT FURTHER RESOLVED, that the Risk Manager is authorized to issue to Team Rhodi, LLC, a certificate of insurance naming Team Rhodi, LLC as an additional insured on the City's general liability policy;

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

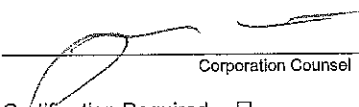
1. The Mayor and/or Business Administrator be authorized to execute the agreement attached hereto indemnifying Team Rhodi, LLC for use of its buildings by the Fire Division for training.
2. The Risk Manager is authorized to issue a certificate of insurance naming Team Rhodi, LLC as an additional insured to cover the training.
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

Approved: 
James R. Shea, Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

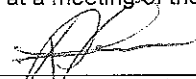
APPROVED 9-0

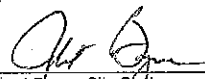
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN INDEMNIFICATION AGREEMENT WITH TEAM RHODI, LLC AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

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

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

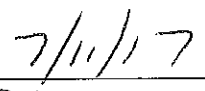
Resolution Purpose

1. 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.

ATTEST:

By: _____

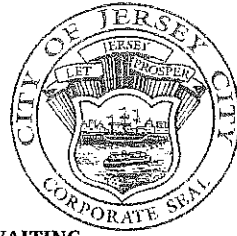
City of Jersey City

By: _____

Robert Kakoleski
Business Administrator

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

City Clerk File No. Res. 17-632
 Agenda No. 10.Z.23
 Approved: JUL 19 2017



TITLE:

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.J.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: _____

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 | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | 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